

**State of New Hampshire Department of Energy**



**Weatherization Assistance Program**

**REQUEST FOR PROPOSALS**

**#2024-003**

**Low-Income Residential Solar Installations and Project  
Management**

**Release Date: Monday, July 15, 2024**

**Proposals Due: Monday, August 26, 2024**

## Table of Contents

<b>EXECUTIVE SUMMARY</b>	<b>2</b>
<b>I. BACKGROUND</b>	<b>4</b>
<b>II. SCOPE OF SERVICES AND DELIVERABLES</b>	<b>5</b>
<b>III. QUALIFICATIONS</b>	<b>8</b>
<b>IV. COMPONENTS OF THE PROPOSAL</b>	<b>9</b>
<b>V. EVALUATION PROCEDURES AND SELECTION CRITERIA</b>	<b>10</b>
<b>VI. TERM OF CONTRACT</b>	<b>12</b>
<b>VII. CONFIDENTIALITY</b>	<b>12</b>
<b>VIII. GENERAL REQUIREMENTS AND CONDITIONS</b>	<b>12</b>
<b>APPENDIX A: CAPBM GENERAL CONTRACT TERMS</b>	<b>14</b>
<b>APPENDIX B. CIVIL RIGHTS COMPLIANCE</b>	<b>19</b>
<b>APPENDIX C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION</b>	<b>20</b>
<b>APPENDIX D. SCORING CRITERIA SUMMARY SHEET</b>	<b>21</b>

## EXECUTIVE SUMMARY

The Community Action Program Belknap-Merrimack Counties, Inc. (CAPBM) is a New Hampshire-based, IRS-approved 501(c)(3) private, nonprofit organization overseen by a voluntary Board of Directors. The agency was established in 1965 under the provisions of the Equal Opportunity Act of 1964 and is a New Hampshire organization in good standing with the New Hampshire Secretary of State.

The agency sponsors and manages 70+ programs and services designed to meet the needs of children, families, single parents, the elderly, and individuals with disabilities. Without the services provided by our agency, many residents would be without a means to provide for their basic needs, including food and shelter.

The agency is funded by federal, state, county, and local funds (38 cities/towns in Belknap and Merrimack Counties). The agency receives grants from the New Hampshire Charitable Foundation, fees for service, private business donations, and donations from individuals.

The mission statement of CAPBM is as follows: “To assist in reducing poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to reach economic stability.” In addition to the mission statement, CAPBM has a vision statement that we are “an agency that creates opportunities for all people to thrive and partners in building strong, resilient communities to ensure a more equitable society.”

To help meet the above-stated mission and goals, CAPBM operates a low-income weatherization assistance program within Belknap and Merrimack Counties. CAPBM was recently awarded a Sustainable Energy Resources for Consumers (SERC) grant by the US Department of Energy (US DOE) and seeks an experienced Solar Installer to provide low-income residential solar installations and project management services to the New Hampshire weatherization network (Network), as detailed below.

This proposal broadly includes:

- a. Installation of between 10 and 14, 3kW to 7kW residential solar installations in Belknap or Merrimack Counties by June 30, 2025.
- b. Solar suitability analysis of eligible low-income single-family homes and multifamily dwellings (low rise with four units or fewer) in Belknap or Merrimack Counties.
- c. Solar education to CAPBM and its clients on home assessments, technology benefits and adoption, maintenance, and program evaluation.
- d. Project management services to meet the requirements of the US DOE SERC grant and the deliverables identified below.

An electronic proposal must be submitted to CAPBM no later than Noon EST on August 23, 2024.

## Pertinent Dates and Information

### 1. Schedule of Events

EVENT	DATE/DEADLINE	TIME
RFP Issued	July 15, 2024	10:00 AM EST
Close of Question Period	August, 5, 2024	12:00 PM Noon EST
Responses to Questions Posted	August 12, 2024	4:30 PM EST
Proposal Due Date and Time	August 26, 2024	12:00 PM Noon EST

### 2. Written Inquiries

All inquiries concerning this RFP must be submitted by e-mail to the following RFP Point of Contact:

Chris Vought  
Director of Weatherization and Energy Conservation  
Community Action Program, Belknap-Merrimack Counties  
2 Industrial Park Drive, Building 1  
Concord, NH 03301  
[SERCRRFP@CAPBM.org](mailto:SERCRRFP@CAPBM.org)

Inquiries must be received no later than the Close of Question Period as specified in the Schedule of Events. The subject of the email should state the following: **“RFP #2024-003 Low-Income Residential Solar Installations and Project Management Services.” No phone calls, please.** It is highly recommended that prospective proposers review the RFP as soon as possible and submit any questions promptly. Please note that responses to questions are carefully considered and may require several days. Responses to questions will be posted and can be found here: <https://capbm.org/Requests-for-Proposals>

### 3. Proposal Submission Instructions

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events. Late submissions will not be accepted. The Vendor is responsible for delivering the proposals. CAPBM accepts no responsibility for damaged, mislabeled, or undeliverable emailed proposals.

Proposals must be typed. The strongly preferred format includes a 12-point font size with 1-inch page margins. Page numbers should be included.

**Only electronic proposals will be accepted.**

### 3.1 Electronic Proposals

**Proposals must be submitted electronically** to [SERCRFP@CAPBM.org](mailto:SERCRFP@CAPBM.org). Proposals must be submitted in PDF format as a file attachment to an email and must be searchable. In no event should a proposal be provided through a link embedded in the submitted email. The file will be considered received when it is successfully submitted to the mailbox associated with the email address above, and the time of submittal will be based on the time stamp in the receiver's email. CAPBM can accept electronic files no larger than 25 MB. Proposals may consist of multiple PDF attachments or one PDF with all attachments combined.

The subject of the e-mail should state the following **“RFP #2024-003 Low-Income Residential Solar Installations and Project Management Services:**

CAPBM shall assess the completeness and responsiveness of the proposal to eliminate nonconforming proposals. CAPBM may waive or offer a limited opportunity to cure minor or immaterial deviations from RFP requirements if it is determined to be in its best interests. Any response that is filed shall be valid for not fewer than 90 days following the deadline for submission of proposals or until the effective date of any resulting contract, whichever is later.

## 4. Restriction on Contact with CAPBM Employees

From the date of the release of this RFP until awards are made and announced regarding the selection, all communications with personnel employed by or under contract with the CAPBM regarding this RFP are forbidden, unless approved by the RFP Point of Contact, Chris Vought, Director, or as otherwise outlined in Section VI.1 (Step 3: Final Evaluation) or as part of a preexisting relationship. CAPBM employees have been directed not to hold conferences or discussions concerning this RFP with any potential proposer during the selection process unless otherwise authorized by the RFP Point of Contact or as otherwise outlined in Section VI.1 (Step 3: Final Evaluation). Communications with CAPBM staff not bearing on this RFP are permitted. Under no circumstances shall the proposer contact the CEO of CAPBM without explicit invitation to do so.

## I. BACKGROUND

### 1. General

CAPBM is responsible for meeting the goals of the Bipartisan Infrastructure Law-funded New Hampshire Low-Income Weatherization Assistance Program and the Annual Formula Weatherization Assistance Program (WAP). CAPBM has a long-standing contractual relationship with the State of New Hampshire to perform weatherization services for the residences of income-eligible clients. As part of the Annual Formula WAP, CAPBM has been awarded a WAP Sustainable Energy Resources for Consumers Grant to install residential solar PV and heat pump hot water

heaters in Belknap and Merrimack Counties. More information about the NH Weatherization Assistance Program is available at [Weatherization Assistance Program | NH Department of Energy](#).

## **2. Low-Income Residential Solar Installation Services are requested.**

Solar PV are allowable, but not commonly installed as part of the New Hampshire Weatherization Assistance Program (NH WAP), nor its utility-funded companion Home Energy Assistance Program. CAPBM, nor to our knowledge, does any New Hampshire Subgrantee community action agency have substantive experience with solar PV installations.

We are issuing this RFP with the intent of selecting one company (“Proposer”) to provide solar photovoltaic (PV) energy systems on 10 -14 dwellings within Belknap and Merrimack Counties in New Hampshire, with 40% of those dwellings falling within the Disadvantaged Communities of Concord, Franklin, Laconia, and Meredith. The Proposer will provide a lump sum quote for complete installation and project management services as detailed in the Scope of Services and Deliverables below. The cost will be broken down by single unit price/watt installed for each dwelling type listed.

The goal of the project is multi-faceted: (1) to introduce solar PV installations to the NH WAP, (2) to provide education to CAPBM and clients on solar technology, including home assessments, technology benefits and adoption, maintenance requirements, and program evaluation, and (3) develop a scalable approach to residential solar implementation.

## **II. SCOPE OF SERVICES AND DELIVERABLES**

The Proposer will collaborate with CAPBM to identify, assess, and select a set of eligible dwelling units. Because of multi-family and rental units may not be eligible or require additional review, the likely dwelling units selected for solar PV installation will be income-eligible, owner-occupied, single-family homes. CAPBM expects the SERC grant to fund between 10 - 14 systems appropriate for the housing type, with an expected system output range of between 3kW and 7kW AC.

CAPBM will provide to the successful proposer a general list of in-process, previously weatherized, or to-be weatherized homes in Belknap and Merrimack Counties from which the proposer will work with CAPBM to identify the best, most appropriate locations for solar installations. In order to assist potential proposers with the development of comparable cost-justified proposals, the following parameters may be assumed for the purposes of the bid:

- Rated 6 kW AC production (systems may actually be 3 – 7 kw AC but assume 6 kW for bid purposes), grid-tied, net-metered
- Tier 1 or Tier 2, UL 1703 listed solar PV panels with at least a 25-year performance warranty

- Minimum 5 year materials and labor warranty covering the entire solar array, 15 years for the inverter(s), and 25 years for the solar panels
- Roof-mounted panels on one roof-face with minimal roof penetrations or obstructions
- Roof pitch not walkable (some may be walkable, but assume not walkable for bid purposes)
- At least 12 years of expected roof life remaining. Roofs may be shingled, metal, or membrane (mobile homes).
- Structurally sound roof with professional engineer assessment and approval
- Shading factor of 0.80 or higher
- No significant electrical upgrades needed
- Two-story single-family home (some may be one-story, but assume all two-story for bid purposes)
- Vendor responsible for all permits, including utility interconnection, as well as any local or state-required structural, fire, electrical, or other building permits.
- Solar renewable energy credits (SRECs)-capable PV system, but proposer implementation of SRECS is not required

***Project period:***

The Contractor shall collaborate with CAPBM on project management and solar installations and complete all installations on or before June 30, 2025.

***The services and deliverables to be provided by the Proposer include:***

***A. Site Assessment and Education***

1. Support CAPBM with overall assessment process to select the 10 - 14 low-income residential solar installations in Belknap and Merrimack Counties, including:
  - a. Collaborating on a plan and approach with CAPBM Weatherization staff.
  - b. Create and implement an assessment process and educate CAPBM staff on basic evaluation methods for identifying homes for solar.
  - c. Create and implement a client education process that can be adapted for future solar work throughout the New Hampshire low-income weatherization network.
2. Pre-screen up to 20 single-family homes or multi-family dwellings by reviewing each roof via publicly available satellite imagery and/or “drive-by” assessments.
  - a. Identify such dwellings as “Qualified” and “Disqualified” (based on shading, size, shape, orientation) without being overly restrictive. The goal is to find a balance between optimal location and unnecessarily excluding clients.
  - b. Participate with CAPBM in approaching residents after initial screening with a proposal for solar at no cost to the residents, including education on the benefits, adoption, and maintenance of each system. Proposer will provide all promotional material.
3. Site assessment, structural assessment, system design, and client approval.

***B. Approvals, Installation and Support***

1. A Custom proposal for each selected dwelling based on system size and compliance with the pricing scheme established by this RFP. The proposal should include all the services provided in the turnkey price for the system installation (system design, permitting,

installation, interconnection paperwork, etc.). All proposals are to be presented and approved by CAPBM in advance of meeting with selected residents.

2. Preparation and approval of all necessary utility interconnection approvals, required local, state and federal structural, electrical, fire code, historic preservation, NEPA or other permits as needed.
3. Proposer will be responsible for materials procurement, installation labor, and all aspects of installation process
4. Installations performed in conformance with all applicable laws and codes, interconnection requirements for net-metered installations and any incentive-related installation requirements, rules, and timelines. CAPBM refers to the SEIA Solar Business Code as a determinant of transparent business practices to ensure CAPBM and its clients are treated in a fair and honest manner. In addition to the SEIA, the Proposer shall abide by the law and all applicable ethical business guidelines set forth by the Council of Better Business Bureaus (BBB), Federal Trade Commission (FTC), Consumer Financial Protection Bureau (CFPB), relevant state consumer protection statutes, and other regulatory bodies with jurisdiction.
5. Client training (i.e. safety rules, monitoring, maintenance, how to deal with problems, etc.), and warranty support.
6. Responsive communication with CAPBM, project subcontractors (if any), and clients.
7. All installed systems will be inspected by a third-party inspector with expertise in solar PV and electrical systems. The Proposer will be responsible for correcting deficiencies, if any, in the installation or performance of the systems at no additional cost to CAPBM. The third-party inspector will provide advance information of their inspection procedures and checklist to the Proposer. The Proposer is allowed to attend the inspection process with the third-party vendor.

### ***C. Technical Requirements***

1. Eligible Proposers. Proposers must show sufficient installation experience among the team members in the systems proposed. In addition, Proposers must show that their teams' previous experience demonstrates competency to perform the installations proposed. See Qualifications
2. Timely Completion. This project is being funded by a US DOE SERC award and must be completed within the timeframe for the grant, on or before June 30, 2025.
3. State Historic Preservation Office (SHPO) and National Environmental Policy Act (NEPA). Because of federal funding, any potential dwelling for solar installation that is at least 50 years old must first go through a SHPO evaluation. Only dwellings passing this review with approval will be allowed to proceed with installations. NEPA applies to this project, although there may be NEPA "categorical exclusions" allowed for solar PV arrays installed on an existing structure's roof that require no ground disturbance or tree removal. CAPBM, with the support of New Hampshire Department of Energy (NHDOE), will provide guidance on this process.
4. Equipment. All PV modules must be certified as meeting all applicable standards of the Institute of Electrical and Electronics Engineers (IEEE) and Underwriter's Laboratory (UL) 1703. All inverters, utility disconnect, and other components must meet current utility interconnection requirements.



Note: In the event a dwelling needs electrical upgrades to accommodate the solar installations, the Proposer will identify the electrical deficiency and work with a vendor selected by CAPBM to bring the system up to sufficient standards. The cost of such work is not to be included in this proposal.

***How the payment for the training activities will be made:***

Assessment and education activities may be billed as incurred at hourly rates plus expenses as set forth in the proposal. Approvals, installation, and support shall be billed at the agreed-upon cost per watt AC of installed capacity, using the assumptions in this RFP. Unusual conditions necessitating additional costs must be agreed in writing by both parties, up to the project maximum cost. Upon approval of the installation by CAPBM, the proposer may bill for up to 10% of agreed-upon installation cost. Upon successful completion of all utility, local, state, and federal approvals, the proposer may bill for an additional 10% of the agreed-up installation cost. The remaining 80% of the installation cost shall be billed upon the successful completion of the installation, with the solar array producing power and connected to the grid and third-party inspection completed. Individual installations may be billed as they are completed and fully inspected.

- US DOE Weatherization Assistance Program grants are reimbursable grants. Activities must be complete and inspected, if applicable, to be eligible for reimbursement.
- The Contractor will invoice CAPBM monthly for work completed. This can include billing for hours spent on project management (at a rate provided in the budget). CAPBM then submits the invoice to the NH Department of Energy for payment. Please note that this process can take up to 45 days after certification that work has been completed to CAPBM satisfaction, including third party inspection, and the CAPBM’s invoice to NHDOE has been reviewed and approved.
- CAPBM will accept reimbursement requests for project management services rendered monthly and at a rate previously agreed upon contractually with the Proposer.

The CAPBM weatherization and energy conservation director will coordinate with the Proposer.

**III. QUALIFICATIONS**

Eligible proposers will have knowledge of and expertise in residential solar installations and project management. If more than one entity or person are partnering to provide a proposal, please state the qualifications and work to be performed by each:

- The Proposer must demonstrate that it has successfully completed a contract of similar work in an amount of not less than 50% percent of the amount of its Total Bid.
- The Proposer must provide all the requested information on each team member. (See Components of The Proposal.)
- The experience listed in the proposal must support the project and its installations, including consideration of the technology and the electric customer sector.

- The proposal must include the Proposer’s experience in energy-related work within the past five years.
- The Proposer’s implementation schedule must support completion and operation of the systems no later than June 30, 2025.
- The Proposer must supply three (3) relevant references from previous installations that attest to the competency of the Proposer to perform the project. Such previous projects will have been installed within the three (3) years preceding the date of this RFP and be of comparable size, and project scope.
  - The references must include the following information:
    - Electric customer name, address and contact information.
    - Name of developer, if applicable.
    - Site location.
    - System description.
    - Date installed.
    - System Capacity rating.
    - Statement from the client as to overall satisfaction.

In addition, as part of the proposal, the Proposer must provide evidence of one of the following two items:

1. A “good standing” status in SAM, the federal System for Award Management, which means that the firm is not debarred and is, therefore, able to function under a contract that will make payments using federal dollars. The SAM registration will be active.
2. A Certificate of Good Standing indicating the business complies, or is in “good standing,” with the state it does business in. This can also be referred to as a Letter of Good Standing, Certificate of Status, or Certificate of Legal Existence.

#### IV. COMPONENTS OF THE PROPOSAL

The proposal must provide the following information and adhere to the following outline:

1. **Table of Contents:** A section to indicate the location by page number of the information included.
2. **Description of Proposing Entity:** Provide a brief description of the proposing entity's current practice and history, i.e., its number of years in business, corporate officers or company principals, office locations, professional and business association memberships, and legal and organizational structure.
3. **Response to the Scope of Services:** A discussion of how the Proposer would perform the services, the resources the Proposer would utilize, the issues and challenges the Proposer foresees, etc. The response must contain sufficient detail to permit a meaningful evaluation.

4. **Relevant Experience:** Please provide a detailed description of the relevant experience of the proposer and those individuals expected to work on the project, as well as the anticipated division of duties among individuals, if applicable. Please ensure that all items identified in the Scoring Criteria and Weight are addressed.
5. **References:** Three references from principals at other entities with whom the proposer was involved and that are similar in scope and content to the one being proposed.
6. **Budget:** Provide detailed cost proposals that includes:
  - a. An hourly rate and not-to-exceed total amount for site assessment and education.
  - b. A price per kW of systems installed and the number of proposed installations using 6 kW AC and other assumptions in Section III. The grant assumes between 10 - 14 installations will be installed, but additional installations may be proposed if within the overall budget maximum.
  - c. A not-to-exceed amount for all deliverables, including the estimated number of 6 kW solar installations.
  - d. **To respond to this RFP, proposers must be aware that CAPBM can consider proposed budgets of up to \$358,000 in total.**

Any component of the proposal that the proposer expects to subcontract to another entity should be identified, with the estimated costs and the subcontractor's identity, if known.

## V. EVALUATION PROCEDURES AND SELECTION CRITERIA

### 1. Selection Process

Proposals will be reviewed and evaluated in a three-step process followed by a contracting phase. The three steps are summarized below, followed by a brief overview of the contract phase:

Step 1 Preliminary Review: CAPBM shall assess compliance with the submission requirements set forth in the RFP and minimum content set forth in Section V. CAPBM may waive or offer a limited opportunity to cure immaterial deviations from RFP requirements if it is determined to be in the best interests of CAPBM.

Step 2 Preliminary Evaluation: An Evaluation Team consisting of CAPBM personnel and other stakeholders shall initially score conforming proposals according to the evaluation criteria set forth below.

Step 3 Final Evaluation: If determined to be appropriate by the Evaluation Team, proposers may be invited to oral interviews. CAPBM retains the sole discretion to determine whether to conduct oral interviews, with which proposers, and the number of

interviews. Proposers are advised that interviews may be conducted with fewer than all proposers.

Oral interviews aim to clarify and expound upon information provided in the written proposals. Proposers are prohibited from altering the basic substance of their proposals during the interviews. However, they may be asked to provide written clarifications of elements in their proposals, regardless of whether an oral interview will be conducted.

If the Evaluation Team determines that they are appropriate, the team will review and contact the references during Step 3.

The information gained from oral interviews and references will be used to refine the scores assigned during the proposal's Step 2 review and evaluation.

The Evaluation Team shall generate final consensus scores for each proposal, rank all proposals from best to least qualified as determined by their final scoring in accordance with the above procedures, determine its highest qualified proposer(s), and submit its recommendation to the CEO of CAPBM, to whom which selection is subject to review and approval.

Contract Negotiation and Execution: Following the conclusion of the RFP, CAPBM shall negotiate with the recommended proposer(s), if necessary, and develop a contract and related documents consistent with this RFP, then submit the completed contract to the CAPBM CEO for approval and execution.

Notwithstanding any other provision of this RFP, this RFP does not commit CAPBM to award a contract. CAPBM reserves the right, at its sole discretion, to reject any or all proposals, or any portions thereof, for any reason at any time, including, but not limited to, canceling the RFP and soliciting new proposals under a new procurement process.

Proposals shall be deemed incomplete and ineligible if information essential to the scoring evaluation is omitted. Proposals that fail to meet the following requirements will be deemed ineligible:

- Filing of a timely electronic proposal containing all mandatory elements.

All proposals deemed ineligible shall receive notification of that determination.

Broadly, CAPBM will evaluate all proposals received and deemed eligible based upon completeness, clarity, quality of the proposal, how well the proposal meets the specified work scope and applicable timeline requirements, the qualifications and relevant experience of the consulting team, and the likelihood of the completion of all consulting work within the contract period. All proposals deemed eligible for consideration will be evaluated based on the specific criteria identified.

## 2. Scoring Criteria and Weight

The Evaluation Team shall consider all the following criteria and assign a corresponding point score, with a maximum score of 100 points for all criteria. Cost is a consideration but may not be the determining factor in the selection of the MBSR Vendor. CAPBM reserves the right not to consider any proposal with a total aggregate point score of less than 70 points.

- a. Qualifications of Proposer; Knowledge and Experience; Capacity: The proposer (and staff assigned to perform the services) possesses adequate experience, credentials, knowledge of Solar PV systems, and staff capacity to provide the services. (Maximum Point Score: 35)
- b. Quality and Clarity of Proposal: Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of the proposal. (Maximum Point Score: 15)
- c. Understanding of the Work to be Performed: The proposal discusses in detail how the proposer plans to perform the services and how resources will be deployed. (Maximum Point Score: 20)
- d. Communication Skills: The proposer has demonstrated the ability to effectively communicate with a variety of stakeholders and communicate technical information clearly, verbally, and in writing. (Maximum Point Score: 15)
- e. Budget: Shows fiscal responsibility, reasonableness of costs, and understanding of available project funds. (Maximum Point Score: 15)

## VI. TERM OF CONTRACT

The term of the contract with any selected proposer(s) will be approximately 90 days from contract execution. The contract term may be extended for an additional period to conduct the same or similar work, and the not-to-exceed amount may be increased by mutual agreement of the parties, contingent upon satisfactory vendor performance and CAPBM CEO approval.

## VII. CONFIDENTIALITY

Each proposer agrees to maintain, as confidential, all information received from CAPBM during this RFP and contracting process until such time as CAPBM instructs otherwise. A proposal must remain confidential until the effective date of any contract resulting from this RFP. A proposer's disclosure or distribution of proposals or the information received from CAPBM or the Evaluation Team other than as permitted by CAPBM will be grounds for disqualification.

## VIII. GENERAL REQUIREMENTS AND CONDITIONS

CAPBM reserves the right to the following: to reject or accept any or all proposals, or any part thereof; to determine what constitutes a conforming proposal; to waive irregularities that it

considers non-material to the proposal, solely as it deems to be in the best interests of CAPBM; to negotiate with any selected firm(s) or individual(s) to best serve the interests of CAPBM, including to negotiate lower fees or a different hourly rate structure.

1. All parties submitting proposals shall be Equal Opportunity Employers. Funding recipients will be expected to comply with all federal, state, and local laws respecting non-discrimination in employment.
2. CAPBM reserves the right to request additional information from any or all prospective consultants submitting proposals to assist in the evaluation process.
3. The selected consultant(s) must submit a Taxpayer Identification Number (TIN), Employer Identification Number (EIN), or Social Security Number (SSN).
4. CAPBM may investigate the qualifications of any proposer under consideration, confirm information furnished by the proposer, and require additional evidence of qualifications to perform the work described in this RFP.
5. This RFP is not an offer. Neither CAPBM nor this RFP shall create any commitment on the part of CAPBM or confer any rights on the part of the proposer unless and until a binding written contract is executed between CAPBM and the proposer.

## **Appendix A: CAPBM General Contract Terms**

### **A. Applicability**

The following requirements and conditions shall be considered as an essential part of the specifications and proposal. This document will serve as part of the Contract once the bid is awarded and Community Action Program Belknap-Merrimack Counties (CAPBM) elects to purchase on behalf of CAPBM and the agencies defined in the technical specifications. If there is another contract document or purchase order, the following shall be considered part of that Contract.

### **B. Standard Contract Terms**

CAPBM will require the selected vendor to execute a contract using CAPBM's Standard Terms and Conditions. In no event is a vendor to submit its standard contract terms and conditions as a replacement for CAPBM's terms in response to this solicitation.

The terms of this RFP and the selected vendor's Proposal will form the terms of any resulting contract, which may incorporate some or all of the chosen Contractor's Proposal.

### **C. Nondiscrimination Policy**

All vendors or contractors who are the recipients of CAPBM funds or who propose to perform any work or furnish any goods under agreements with CAPBM shall agree to these important principles:

1. Vendors or Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the regular operation.
2. Vendors or Contractors agree to post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

### **D. Privacy Act**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor, or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of

that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **E. Prohibited Interests**

No employee, officer, board member, or agent of CAPBM who is involved in contract specifications, solicitations, selection, or award shall have any interests in this contract or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CAPBM who is involved in contract specifications, solicitations, selection, or award shall have any interests in this contract or the proceeds thereof. Nor shall any organization that employs or is about to employ an employee, officer, board member, or agent of CAPBM who is involved in contract specifications, solicitations, selection, or award shall have any interests in this contract or the proceeds thereof. Finally, no organization that employs or is about to employ any immediate family members or partners of an employee, officer, board member, or agent of CAPBM or party to this procurement who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

### **F. Lawful Business Conduct**

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner and shall fully comply at all times with all federal, state, and local laws in connection with its business operations.

### **G. Independent Status of CAPBM and Contractor**

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents, employees, or volunteers of CAPBM and that the Contractor is and shall remain an independent Contractor in the performance of all services hereunder. The Contractor understands that CAPBM will not provide the employees or volunteers of the contractor with any individual fringe benefits, workers' compensation, or other benefits or services available to the employees of CAPBM, nor will CAPBM withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. All tax returns required by the New Hampshire Department of Taxes or the United States Internal Revenue Service must be filed by the contractor, and information, as to contract income paid under this contract, will be provided by CAPBM to the New Hampshire Department of Taxes and the U.S. Internal Revenue Service.



## **H. Miscellaneous**

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of New Hampshire. The RFP, timeline, CAPBM General Contract Terms, CAPBM Special Contract Provisions, bid documents of the Contractor, and attachments to any of the above constitute the entire agreement and may not be amended, supplemented, or modified by any oral communications between the parties, or by any written communications from contractor unless accepted in writing by CAPBM. No waiver of any provision of these documents by CAPBM shall be deemed or constitute a waiver of any other provision. No waiver shall be binding on CAPBM unless executed in writing by CAPBM. The provisions of the contract shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

## **I. Notification of Federal Participation**

This Contract is 100% funded by the United States Department of Energy Bipartisan Infrastructure Law Weatherization Assistance Program (BIL WAP). **BIL WAP is a reimbursement grant that requires activities to be completed and documented before payment is released.**

## **J. Subcontracting and Assignability**

The Contractor shall not assign, sublet, pledge, or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval from CAPBM. Such approval may be withheld at the sole discretion of CAPBM. The Contractor shall advise CAPBM before entering into any subcontract in relation to this Contract and shall not enter into any subcontract to which CAPBM has made a timely objection. All subcontracts shall be in writing, and each subcontractor shall, to the extent of the work or services to be performed by the subcontractor, assume all the obligations and responsibilities that the Contractor, by this Contract, assumes toward CAPBM. As used in this Contract, the term “contractor” shall mean the contractor and any of its subcontractors. Nothing in this Contract shall be deemed to establish a contractual relationship between a subcontractor and CAPBM.

## **K. Indemnification of Purchasers**

The Contractor agrees to indemnify, defend and hold each Purchaser harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of the Purchasers and the Contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys’ fees incurred by the Purchasers which arise out of, or relate to Contractor’s performance of the work required under this Contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the Contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, use of copyrighted materials, or any breach by the Contractor of any of its other duties, representations, covenants, or the

agreements in the contract documents. The Contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto. The Purchaser shall have the right, at its option, to participate in the defense of any suit without relieving the Contractor of any of its obligations hereunder.

#### **L. Order of Precedence – Contract**

In the event of inconsistency between various documents that constitute the Contract, the inconsistency will be resolved by giving precedence in the following order: 1) any modifications approved by the Purchaser after the Contract was signed; 2) any contract documents the Purchaser executes to award the Contract (such as a purchase order, letter of contract award, or negotiated contract signed by both parties); 3) the Contractor’s proposal including any approved equals or modifications approved by the Purchaser; and 4) the solicitation.

#### **M. Use of the Purchaser’s Name in Contractor Advertising or Public Relations**

The Contractor will not allow CAPBM's logo(s) or any of said party's related copy to be published in the Contractor’s advertisements or public relations programs without said party's written approval and only upon submitting such material to said party for review. The Contractor will agree that published information on the Purchaser or its services will be factual and in no way imply that CAPBM endorsed the Contractor’s firm, service, or product.

#### **N. BYRD Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to CAPBM.”

#### **O. Change Order Procedure (after award of Contract by Purchaser)**

1. Written Change Orders: Oral change orders are not permitted. No change in the Contracts or purchase agreements resulting from this procurement shall be made unless the Purchaser gives prior written approval. The Contractor will be liable for all costs resulting from, and for satisfactorily correcting, any specification changes not properly ordered by written modification to the Contract and signed by the Purchaser.
2. Change Order Procedure for Purchaser-initiated change orders: Within 15 days after receipt of the written request to modify the Contract, the Contractor shall submit to the Purchaser a detailed price and schedule proposal for the software to be delivered or the work to be performed. This proposal will be accepted or modified by negotiations between the Contractor and the Purchaser. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations will be resolved in accordance with the Contract disputes clause. Regardless

of any disputes, the Contractor shall proceed with the work ordered unless directed otherwise by the Purchaser.

3. Change Order Procedure for Contractor-initiated change orders: Concurrent with submitting a change order proposal, the Contractor shall submit to the Purchaser a detailed price and schedule proposal for the software to be delivered or the work to be performed. The Purchaser reserves the right to deny Contractor-initiated Change orders in the Purchaser's sole discretion. Should the Purchaser wish to accept a Contractor-initiated change order, this proposal will be accepted or modified by negotiations between the Contractor and the Purchaser. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations will be resolved in accordance with the Contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered unless directed otherwise by the Purchaser.

**Appendix B. CIVIL RIGHTS COMPLIANCE**

Proposer agrees that in the performance of an Agreement, as such, that there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor, as specified in the Civil Rights Act of 1964, and all subsequent amendments.

\_\_\_\_\_  
(Signature of Owner/Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Date)

**Appendix C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The vendor noted below that is seeking to conduct business with the Community Action Program of Belknap-Merrimack Counties (CAPBM) hereby certifies and warrants that during any period in which they are performing services for, or supplying goods to, CAPBM, that the business or individual shall not be considered debarred, suspended, ineligible or been voluntarily excluded in business ventures by any Federal government agency. Further, said vendor agrees to immediately notify CAPBM’s Weatherization and Energy Conservation Director should such a debarment, suspension, ineligibility, or exclusion occur in the future.

\_\_\_\_\_  
(Signature of Owner/Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Date)

**Appendix D. Scoring Criteria Summary Sheet**

**Proposer:**

Factor	Maximum Score	Score	Comments
Qualifications, Knowledge, Experience, and Capacity of Proposer	35		
Quality and Clarity of Proposal	15		
Understanding of the Work to be Performed	20		
Communication Skills	15		
Budget	15		

**Comments:**