CENTRAL PINES
REGIONAL COUNCIL

4307 Emperor Blvd, Suite 110
Durham, NC 27703
919-549-0551
centralpinesnc.gov

Request for Proposals

Weatherization Assistance Program – Plumbing

Date of Issue: 11/20/2026

Initial Review of Submissions: 11/23/2026

Response Deadline: 12/18/2026 at 5:00pm

PREVIOUS PROPOSALS DO NOT NEED TO BE RESUBMITTED

Direct all inquiries concerning this RFP to:

Jillian Hall

Principal Planner

Central Pines Regional Council

jhall@centralpinesnc.gov

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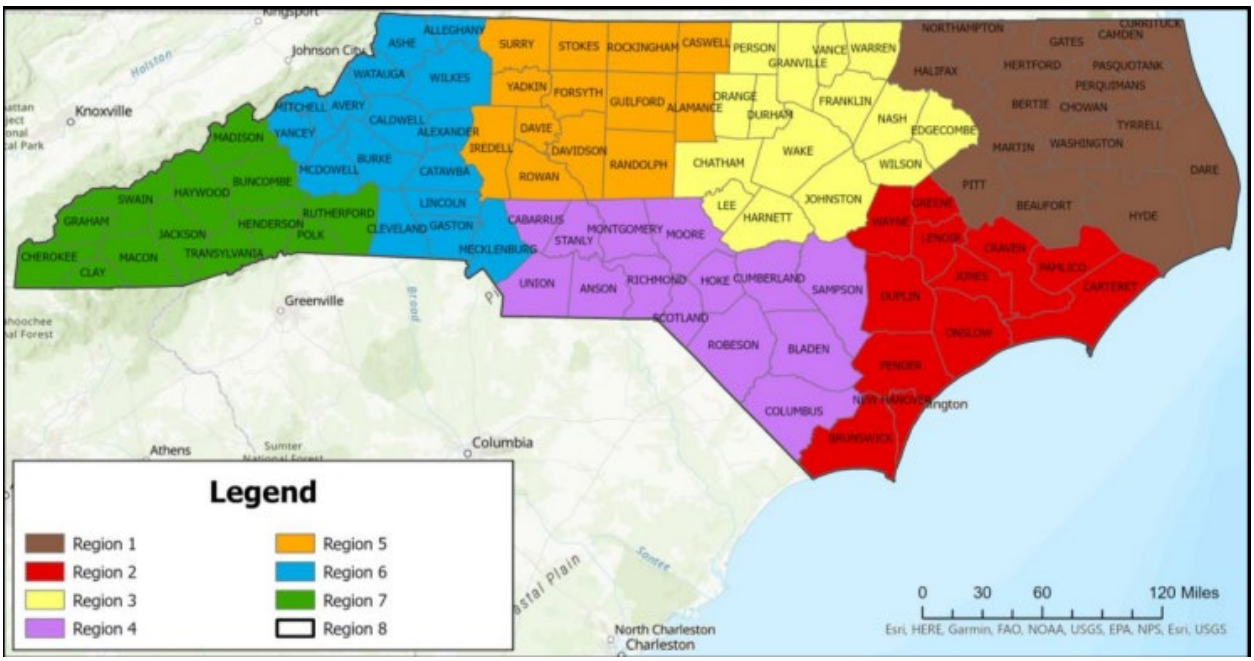
Project Description and Requested Services

The Central Pines Regional Council (CPRC) is accepting subcontractors' proposals for a home energy improvement project under the North Carolina Energy Division's Weatherization Assistance Program. The program is administered through the NC Department of Environmental Quality (DEQ). The contract requires the weatherization of homes across Region 3 of the state plan (see image below) which includes Chatham, Lee, Harnett, Orange, Johnston, Wake, Durham, Person, Granville, Vance, Warren, Franklin, Nash, Wilson, and Edgecombe counties, during the period of July 1, 2026 through June 30, 2029. During the course of this project, subcontractors are required to perform energy saving measures in customers' homes



This specific project aims to address weatherization deferral conditions and provide weatherization services for eligible households in accordance with Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and regulations.

CPRC is requesting proposals from interested parties who are properly licensed contractors in the State of North Carolina in the following individual trades: Plumbing.

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Contractors submitting proposals must include in the proposal package: contractor information sheet, a copy of the business license, trade certification and training, and proof of Worker's Compensation, General Liability, Automobile, and Pollution Occurrence Insurances. Contractors will be notified of proposal award; contingent upon final approval from the NC Department of Environmental Quality (DEQ).

A firm will be selected through this RFP process based on their proposal, interview (if deemed necessary), and qualifications/experience. Experience working with federally funded energy-efficiency, weatherization, and home rehabilitation projects will be taken into consideration when scoring.

MINORITY, WOMEN AND DISABLED-OWNED BUSINESSES ARE ENCOURAGED TO PARTICIPATE IN THE PROPOSAL PROCESS.

INTRODUCTION AND PURPOSE

PURPOSE OF THE REQUEST FOR PROPOSALS: The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Weatherization Services. Central Pines Regional Council (CPRC), working in conjunction with the NC Department of Environmental Quality (DEQ), intends to use the results of this process to award a contract for Weatherization Services.

REASONABLE ACCOMMODATION: CPRC will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal opening/vendor conference, contact the CPRC.

SCOPE: CPRC intends to utilize this proposal for all purchases through June 30, 2027; however, CPRC may bid out single jobs on an as-needed basis when deemed in the best interest of CPRC and the State.

OVERVIEW OF PROCURING AGENCY: CPRC performs local administrative and executive functions for the Weatherization Assistance Program in the following counties: Chatham, Lee, Harnett, Johnston, Orange, Wake, Durham, Person, Granville, Vance, Warren, Franklin, Nash, Wilson, and Edgecombe

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CONTRACT LENGTH: The contract will be for a one-year period, July 1, 2026 through June 30, 2027, with an option to extend yearly based on performance.

METHOD OF AWARD: The award will be given to the contractor(s) whose proposal(s) are the most responsive to the solicitation, and is the most advantageous to CPRC, considering price, quality, and other applicable factors including but not limited to experience, service record of the vendor, and required education/training/credentials of the vendor. Multiple contractors will be used to complete the contract. Any and all proposals may be rejected when it is in the agency's best interest to do so. The lowest proposal will not always be accepted.

CANCELLATION and TERMINATION: CPRC reserves the right to cancel the resulting contract/agreement, for any reason, by giving written notice to the Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the Agency's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of said work, as determined at the sole discretion of CPRC, times the corresponding payment for completion of such work as set forth in the Agency's order(s).

METHOD OF SUBMISSION: Responders must submit a digital or physical copy of all materials required for acceptance of their proposal to: Central Pines Regional Council, Attn: Jillian Hall, jhall@centralpinesnc.gov., 4307 Emperor Blvd, Ste 110, Durham, NC 27703. The last day to submit a proposal will be Friday, December 18th, 2026. All proposals must be electronically time stamped by email, or received by an authorized representative at CPRC prior to the proposal closing time. Proposals not so time stamped or received by a CPRC representative will be considered late.

INQUIRIES: All inquiries concerning this Request for Proposals (RFP) will be submitted via e-mail to: Jillian Hall, jhall@centralpinesnc.gov. During the procurement process, prospective subcontractors shall direct any inquiries to the e-mail address provided. In no case shall oral communications take precedence over written communications.

AMENDMENTS TO THE RFP: If a change to the RFP solicitation (i.e. scope of work, pricing schedules, etc.) becomes necessary after it has been issued, a written

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amendment will be issued to all prospective subcontractors. The amendment will formally detail each change, however all terms and conditions which are not modified remain unchanged.

PROPOSAL ACCEPTANCE: Proposals which do not comply with instructions or are unable to comply with specifications contained in this RFP may be rejected by CPRC. CPRC may request reports on a subcontractor's financial stability and if financial stability is not substantiated may reject a subcontractor's proposal. CPRC retains the right to accept or reject any or all proposals, and accept or reject any part of a Proposal deemed to be in the best interest of CPRC. CPRC shall be the sole judge as to compliance with the instructions contained in this RFP.

PROPOSAL EVALUATION: Proposals will be evaluated by assigned CPRC staff to verify that they will meet all specified requirements in this RFP. This verification may include requesting reports on the subcontractor's financial stability, conducting demonstrations of the vendors' proposed product(s) and/or service(s), and reviewing results of past awards to the subcontractor by CPRC.

All proposals properly received before the deadline will be evaluated by a Review Committee based on the following criteria:

Evaluation Criteria	**(a) Weight**	**(b) Score 1- 5**	**(a) x (b) Weighted Score**
Details capacity and ability to provide requested scope of services	35%		
Describes qualifications, experience, and required licenses and certifications of staff	30%		
Outlines ability to accommodates the project's needs	15%		
Proposed prices and cost reasonableness	20%		
Total	**100%**		

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Proposals will be evaluated using a standardized scoring system. Each criteria component will be assigned points ranging from 1 – 5 according to the extent to which the proposed system meets the stated requirements. The points will be assigned as follows:

- 5 points: Fully meets
- 4 points: Meets with minor gaps (no compromise required)
- 3points: Meets with moderate gaps (some compromise required)
- 2 points: Partially meets significant gaps (compromise required)
- 1 point: Does not meet

The points for each criteria component will be multiplied by the percentage weight listed above and totaled. The firms will be ranked, and interviews will be scheduled with the top- ranked firms, as deemed necessary. The firm selected as the most qualified to provide the requested services will be invited to negotiate a final contract agreement.

NOTIFICATION OF INTENT TO AWARD: Any subcontractor who responds to this RFP with a proposal will be notified in writing of CPRC's intent to award the contract(s) as a result of this RFP. After a notification of the intent to award is made, and under the supervision of agency staff all copies of proposals will be available for public inspection between 8:30 am to 4:00 pm. Subcontractors can schedule reviews with the authorized CPRC representative to ensure that space is available for the review.

PROTEST PROCEDURES:

PURPOSE: To provide specific actions which will be taken should a protest be filed by an unsuccessful subcontractor.

Protester Procedures:

a. File a written complaint using the agency specified format within ten (10) working days after notice of rejection.

Contract Coordinator:

b. Notify subcontractor that a complaint of protest has been filed.

Administration:

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c. Schedule the meeting of protest committee to review complaint. Protest Committee. Conduct meeting to evaluate protest within ten (10) working days of the filing of the receipt of protest.
d. Record minutes of evaluation of protest committee meeting.
e. Issue a decision to agency administration within five (5) working days of the meeting of the protest committee.
f. Notify protester of the decision of the protest committee.

ADDITIONAL INFORMATION: Protest format will contain the following: a. Notice of protest and specific reasons for filing the protest. b. Statement stating this is a protest letter. c. A detailed statement of the grounds for protest. d. A specific request for a ruling by the protest committee and a statement of the relief requested. *If this information is not furnished, CPRC may refuse to consider the protest. Protests must be submitted in writing. The individuals who sit on the protest committee must be identified in writing prior to commencement of all procurement activities. The contract coordinator and program director should not be involved in the protest procedures other than to provide technical support to the protest committee.

Scope of Services: The Subcontractor agrees to provide the plumbing services described on the Scope of Work document provided by the Contractor. Likely tasks include, but are not limited to:

1. Move/upgrade water lines for installation of a new water heater.
2. Connect water lines to new water heater. If combustion water heater is selected, a low nitrogen oxide burner will be required. Heat traps will be installed on the inlet and outlet piping where not provided by manufacturer
3. Repair minor leaks.
4. Pipe in new boiler unit.
5. Repair pipes for existing boiler/radiator unit.
6. Maintain radiator system, including servicing of steam traps and valves.
7. Other, as specified in the Scope of Work provided by the Contractor.

RFP Checklist

1. The following forms must be completed and submitted with the proposal in accordance with the instructions noted on the front cover sheet of the

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RFP: Template Subcontractor agreement, Subcontractor Information – Attachment 1, Subcontractor References –Attachment 2, Business Licenses , Sample of Company Invoice, Trade Certifications & Trainings, Proof of Insurance in the following categories:

2. (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 $300,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation.
3. (2) Commercial General Liability – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $100,000.00 Combined Single Limit of Limit. (Defense cost shall be in excess of the limit of liability.)
4. (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

Applicant Minimum Requirements:

- Eligible applicants include non-profit and for-profit development entities. "Non- profit" means having a 501c (3) tax exemption notice from the IRS.
- Applicants must have experience with the delivery of weatherization services to low-income households, as specified in this RFP.

PROJECT SCHEDULE

Tentative Schedule of Events	Date
Release of RFQ	11/20/2026

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Deadline for written questions and clarifications	11/23/2026
Deadline for submissions of qualifications	12/18/2026
Notify selected firm, receive final approval from NCDEQ, complete contract negotiations and award contract	1/8/2026

QUALIFICATIONS AND SELECTIONS

Firms qualified to provide rehabilitation services will be selected based on demonstrated competence and qualifications for the type of professional services required, including the following criteria:

- The person/firm must have experience in performing satisfactorily services on similar projects providing rehabilitation and construction management services.
- The person/firm must have adequate experience and staff capacity to perform the work required.
- The person/firm's proposed time schedule for the work and its history of meeting time schedules on prior similar work. *All weatherization services be delivered by June 30, 2027.*
- All applicable licenses and qualifications required by the State of North Carolina for their specific trade, including General Contractor license number and Lead Renovation, Repair, and Painting (RRP), If applicable.

QUESTIONS AND CLARIFICATIONS

Please submit questions via email to Jillian Hall, jhall@centralpinesnc.gov and in the subject line note "NC Weatherization Assistance Program". Deadline for written questions and clarifications is December 4th 2026, at 5:00 p.m. Only written questions will receive responses, which will be posted on CPRC's website here: Central Pines Regional Council Requests for Proposals

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NON-DISCRIMINATION REQUIREMENTS

It is the policy of CPRC to ensure that no person shall, on the grounds of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any CPRC program or activity, including, where applicable, religion, as provided by Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities.

COMPLIANCE AND MONITORING

Applicant will provide owner and property eligibility documentation, work write up and scopes, energy audits, before and after photos and any invoices or payment documentation with each invoice submitted. The project manager will complete unit inspections and verify work completed before payment.

CPRC will require quarterly reports to be submitted, to fulfill proper tracking and reporting required by the grant award. The consultant will work with CPRC to provide necessary reporting on work completed and hours of work devoted to the project during the quarter.

The person or firm must adhere to all applicable compliance standards including Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, Lobbying Prohibited, Non-Discrimination, Conflict of Interest, Internal Confidentiality Agreements, Trafficking Victims Protections Act of 2000, and Unmanned Aircraft System, aka Drones.

CONDITIONS, CLARIFICATIONS, AND RESERVATIONS

- CPRC reserves the sole discretion and right to reject any and all responses received with respect to the RFP and to cancel the RFP process at any time prior to entering into a formal agreement. CPRC further reserves the right to request additional information or clarification of information provided in any response. CPRC also reserves the right, but is under no obligation, to waive technicalities and

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informalities. CPRC shall make the award as deemed in its best interest.

- A response to this RFP should not be construed as a contract, nor indicate a commitment of any kind. The RFP does not commit CPRC to pay for costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFP process concerning an individual firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of CPRC unless CPRC and your firm execute a contract.
- All responses to this RFP shall be the property of CPRC.

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SCHEDULE A

Scope of Services

The Subcontractor agrees to provide the plumbing services described on the Scope of Work document provided by the Contractor. Likely tasks include, but are not limited to:

1. Move/upgrade water lines for installation of a new water heater.
2. Connect water lines to new water heater. If combustion water heater is selected, a low nitrogen oxide burner will be required. Heat traps will be installed on the inlet and outlet piping where not provided by manufacturer
3. Repair minor leaks.
4. Pipe in new boiler unit.
5. Repair pipes for existing boiler/radiator unit.
6. Maintain radiator system, including servicing of steam traps and valves.
7. Other, as specified in the Scope of Work provided by the Contractor.

Note: Services that expose workers or subcontractors to raw sewage are strictly prohibited by the Weatherization Assistance Program. This includes, but is not limited to, repair to sewage lines and septic system flushes.

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SCHEDULE B

Subcontractor Compensation

All labor rates quoted must include all overhead cost including travel, worker compensation, equipment, maintenance, administrative costs, and work pay.

Labor rate (Dollars and cents ($#.##) per man-hour)	

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SUBCONTRACTOR INFORMATION

1. Business Name: _____
2. Owner(s) Name: _____
3. Contact Person: _____
4. Physical Address: _____
5. Billing Address (if different from physical):
   _____
6. Telephone: _____
7. Email Address: _____
8. Company Structure (Corporation, Partnership, Sole Proprietorship):
   _____
9. Business Type (Trade): _____
10. Years in Business: _____
11. Federal Tax Identification Number: _____

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Subcontractor References

Subcontractor:			
Provide company name, address, contact person, telephone number, and appropriate information on product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.			
Company Name:			
Address (include Zip)			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

Company Name:			
Address (include Zip)			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

Company Name:			
Address (include Zip)			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

Company Name:			
Address (include Zip)			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

NORTH CAROLINA WEATHERIZATION ASSISTANCE PROGRAM

SUBCONTRACTOR AGREEMENT - PLUMBING

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-0009920_____ and Award Agreement

#___22B1NCLIEA_____ &____23B1NCLIEA _____.

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 a good value; and

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule A and 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 affect 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 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 built prior to December 31, 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. Pictures of the lead safe set up must be taken and provided to the Contractor in electronic form when the invoice is submitted.

   D. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Subcontractor 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 $300,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract. Sole proprietorships and partnerships with less than three (3) employees, in addition to the sole proprietor or partners, are not required to have Worker's Compensation.

(2) **Commercial General Liability –** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $100,000.00 Combined Single Limit t. (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.

Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor. 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.

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. 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 as identified by the Contractor during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Subcontractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Contractor.

G. To guarantee all materials installed and labor performed 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.

At any time up to one (1) year from the date of installation and upon written notice from the Contractor, the Subcontractor shall correct any faulty workmanship in regard to mechanical equipment and weatherization measures. Any manufacturer warranties are in addition to this stated warranty. This one-year warranty provided by the Subcontractor shall run concurrent with the first year of the manufacturer's warranty and does not in any way extend the period of the manufacturer's warranty.

Defective work or materials shall be repaired or replaced, at the election of the Contractor, within thirty (30) days of receipt of the written notice of the defect by the Subcontractor, at no additional cost to the Contractor.

H. 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 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.

I. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.

J. 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 services performed on each home. The Subcontractor must submit Contractor's Invoice that specifies measure labor & material costs for payment.

1. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the invoice.

B. The Contractor agrees to make payment within thirty (30) working days after the Contractor's receipt of all billing documentation 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 documents and records in connection with work performed for a minimum of three (3) years and shall provide access to its records and to the employees who perform work under this Agreement to the US Department of Energy, the Division 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 specifying the quantity and method of all work requested of the Subcontractor in conformance with the Division 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 (the "Final Inspection").

C. To pay the Subcontractor promptly 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.

IN WITNESS THEREOF, the parties have executed this Agreement

SUBCONTRACTOR

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ EMAIL:_____

LICENSE #:_____

CONTRACTOR – To be signed after state review

SIGNED:_____DATE:_____

NAME (PRINTED):_____ TITLE:_____

BUSINESS:_____