



Weatherization Assistance Program
Delaware Department of Natural Resources and Environmental Control (DNREC)
Division of Energy & Climate
1203 College Park Drive, Suite 101
Dover, DE 19904

State of Delaware

Local Weatherization Provider

NAT12003-WAPLOCAL



*Weatherization
Works*

Request for Proposals

June 4, 2012

**- Deadline to Respond -
July 9, 2012**

Date: June 4, 2012

CONTRACT NO. NAT12003-WAPLOCAL

ALL RESPONDENTS:

The enclosed packet contains a "REQUEST FOR PROPOSALS" for a Local Weatherization Provider or Provider(s). The proposal consists of the following documents:

REQUEST FOR PROPOSALS - CONTRACT NO. NAT12003-WAPLOCAL

- I. Introduction
- II. Scope of Work
- III. Submission of Proposal
- IV. Proposal Contents
- V. Proposal Evaluation Procedures
- VI. Mandatory Pre-Bid Meeting
- VII. Definitions & General Provisions
- VIII. Model Contract Provisions
- IX. Proposal Reply Section & Attachments
 - Attachment 1 – No Proposal Reply Form
 - Attachment 2 – Non-Collusion Statement
 - Attachment 3 – Exceptions
 - Attachment 4 – Company Profile & Capabilities
 - Attachment 5 – Confidentiality and Proprietary Information
 - Attachment 6 – Business References
 - Attachment 7 – Office of Minority and Women Business Enterprise Certification Application
 - Appendix A – Draft DNREC/Local Provider Contract

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and Respondent name by **4:30 PM, Monday, July 9, 2012, Eastern Daylight Time** to be considered.

Proposals must be mailed or hand delivered to:

**Division of Energy & Climate
Weatherization Assistance Program
Attn: Local Weatherization Provider RFP
1203 College Park Drive, Suite 101
Dover, DE 19904**

Please review and follow the information and instructions contained in this Request for Proposals. Should you need additional information, please call Dominique Baron at 302-735-3359 or email Dominique.Baron@state.de.us.

I. INTRODUCTION:

A. PURPOSE:

The State of Delaware Weatherization Program seeks a Local Weatherization Provider (Local Provider) to provide weatherization services to program eligible homeowners throughout the state. This Request for Proposals (RFP) is issued pursuant to 29 Del. C. § 6924. Requirements in this proposal also reference 10CFR Part 440.

It is the goal of this Request for Proposals to identify a qualified Community Action Agency (CAA) or other public or nonprofit entity and execute a contract for a Local Weatherization Provider to administer the Weatherization Program in the State of Delaware. DNREC is seeking to select one (1) statewide, or no more than two (2) geographically based, Local Weatherization Providers (Local Provider). The(se) firm(s) will provide weatherization services to program eligible homeowners in Delaware.

B. COMPETITIVE SEALED PROPOSAL:

It has been determined by the Director, General Support Services, pursuant to 29 Del. C. § 6924 (a) that this solicitation be offered as a request for competitive sealed proposals. The use of competitive sealed proposals is necessary to award a contract in which price is not the determining factor.

C. CONTRACT REQUIREMENTS:

This contract will be issued to one (1) statewide, or no more than two (2) geographically based, Local Weatherization Providers (Local Provider), which may be any qualified Community Action Agency (CAA), or other public or nonprofit entity. The(se) firm(s) will provide weatherization services to program eligible homeowners. Funds, averaging approximately \$6,500 per structure, are available to address conditions identified in an energy audit and to help weatherize owner-occupant homes.

In order to be considered for an award of the contract, the Respondent must demonstrate its capacity to provide services and meet one or more of the criteria listed below. The Respondent must provide evidence of:

- Its demonstrated ability to implement the proposed activities and evidence of its immediate past and current programmatic capacity;
- Its experience and capacity of the staff to implement the proposed scope of services;
- Its financial soundness, security and capacity to expend program funds in a timely manner;
- Its experience, reputation and existing presence in the State or proposed geographic service area;
- Its expertise to administer the weatherization program;
- Its capacity to meet requirements as set out in this RFP (size, staff capacity, financial condition, etc.);

- Its familiarity with providing services to low income Delawareans and meeting the requirements of state and federal funding sources;
- Its adequate facilities, computer & physical equipment, and enacted security measures to protect sensitive information gathered through weatherization work;
- Its ability to track and manage the Weatherization schedule and to use computerized data systems in such efforts.

It is anticipated that this RFP will result in the selection of one (1) statewide, or no more than two (2) geographically based, Local Providers that will work on a prepared scope of services. One or more CAA or other public or nonprofit entity may choose to partner in applying for this RFP. In a partnership scenario, a lead administrative entity must be designated in the response to the RFP. This lead administrative entity will receive the contract and will be responsible and remain fully liable for the work done by the supporting firms or organizations.

The selected Respondent's costs to administer the program will be paid by the State of Delaware, DNREC upon the satisfactory performance and completion of the minimum tasks associated with the weatherization program, and in accordance with a duly executed contract and State Purchase Order.

D. MULTIPLE SOURCE AWARD:

The Agency reserves the right to award this contract to one, or more than one, respondent pursuant to 29 Del. C. § 6926. The basis for such selection shall be based on the findings of the State Weatherization Assistance Program, that the use of two Local Providers would result in a more efficient and higher quality Weatherization Program at the local level. One or more CAA or other public or nonprofit entities may choose to partner in applying for this RFP. In a partnership scenario, a lead administrative entity must be designated in the response to the RFP. This lead administrative entity will receive the contract and will be responsible and remain fully liable for the work done by the supporting firms or organizations.

E. CONTRACT PERIOD:

The term of the contract will be for a period of three (3) years or from October 1, 2012 through September 30, 2015. The awarded contract(s) may be renewed at the discretion of DNREC for additional periods through an extension of terms or negotiation between the Respondent and DNREC. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. Selected Respondent(s) will be subject to annual performance reviews and termination provisions should the selected respondent fail to perform as expected. DNREC shall have the sole exclusive right to offer the option to extend the period of the contract.

F. KEY RFP DATES/MILESTONES:

The following dates and milestones apply to this RFP and subsequent contract award. Respondents are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control

Advertisement & Availability of RFP	June 4, 2012
MANDATORY Pre-Bid Meeting	June 12, 2012 at 2:00 p.m. EDT
Written Questions Due No Later Than (NLT)	June 15, 2012 at 3:00 p.m. EDT
Written Answers Posted to Website NLT	June 25, 2012
Proposals Due NLT	July 9, 2012 by 4:30 p.m. EDT
Public Opening of Proposals	July 10, 2012 at 10:00 a.m. EDT
Anticipated Notification of Award (Will occur within 90 days of bid opening)	July 20, 2012

G. INQUIRIES & QUESTIONS:

We welcome Respondents' interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposals.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by June 15, 2012. All questions must be in writing and must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding. All questions will be answered in writing by June 25, 2012 and posted on the Weatherization Assistance Program's Home Page: <http://www.dnrec.delaware.gov/energy/services/otherservices/Pages/WAP-HomeF.aspx> and at <http://bids.delaware.gov>.

H. RFP DESIGNATED CONTACT:

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the Respondent. Respondents should rely only on written statements issued by the RFP designated contact.

Ms. Dominique Baron
Weatherization Assistance Program
Attn: Local Weatherization Provider RFP
1203 College Park Drive, Suite 101; Dover, DE 19904
Dominique.Baron@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is preferred, but other forms of delivery, such as postal and courier services can also be used.

I. CONTACT WITH STATE EMPLOYEES:

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Respondents directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

II. SCOPE OF WORK:

A. OVERVIEW:

The Respondent(s) shall provide all equipment, materials and labor necessary to administer the Weatherization Assistance Program within the geographic area covered by their proposal. The contract will require the Respondent(s) to cooperate with DNREC to insure the Weatherization Assistance Program receives the most current state-of-the-art material and/or services and that the entire State is served by the Program.

B. BACKGROUND:

The Weatherization Assistance Program (WAP) enables families to reduce their energy bills by making their homes more energy efficient. The WAP is made possible through various sources of funding, which are coordinated at the state level in Delaware. Federal grant funds from the U.S. Department of Energy (DOE) are joined with an allocation from the federal Low Income Home Energy Program (LIHEAP) block grant, state utility funds, and funds from the Regional Greenhouse Gas Initiative (RGGI) to maximize the fiscal impact of the program. As the recipient of the federal funds, the state office has a role in the ensuring the program is planned and administered in a fair and accountable manner.

The Delaware WAP is administered through the Delaware Department of Natural Resources and Environmental Control (DNREC). DNREC administers the WAP program through local "Subgrantees," hereinafter referred to as Local Weatherization Providers. The grants are currently contracted through two local non-profit organizations, one overseeing weatherization in New Castle County and the other in Kent and Sussex Counties. The current contracts with DNREC will expire on September 30, 2012.

DNREC intends to determine by means of this RFP which entity or entities will administer the WAP in Delaware beyond October 1, 2012. DNREC intends to award a contract(s) to one (1) statewide, or no more than two (2) geographically based, Local Provider(s) that will work on a prepared scope of services. These Respondents must be either a CAA or other public or nonprofit entity.

Delaware's WAP is designed to maximize energy efficiency and reduce the energy burden of families with incomes at or below 200% of the poverty level; primarily through

reducing air infiltration, installing insulation, and optimizing the performance of mechanical heating systems.

More information about the Weatherization Assistance Program is available online at: <http://www.dnrec.delaware.gov/energy/services/otherservices/Pages/WAP-HomeF.aspx>

Delaware's Weatherization Assistance Program is housed in DNREC's Division of Energy & Climate. This Division includes key energy and climate policy staff who implement extensive energy efficiency and renewable energy programs. Weatherization programs have long been a source of advances in energy efficiency and conservation technologies. The Weatherization program has been housed in the Division of Energy and Climate in order to maintain a high level of innovation in weatherization, thus optimizing the use of federal dollars to assist low-income populations.

The responsibilities of the state weatherization program include:

- Devising and submitting statewide plans for federal DOE, LIHEAP, and American Recovery and Reinvestment Act (ARRA) grants.
- Devising and submitting statewide plans for state funds as may be required.
- Writing and maintaining policies and procedures that will maximize the implementation of the program benefits in compliance with state and federal requirements.
- Developing and maintaining effective forms, as well as procedures to assist in the efficient and accountable delivery of services without overburdening program operations.
- Formulating a statewide budget utilizing all funding resources in the most cost-effective manner possible.
- Allocating grant funds among Local Weatherization Providers in a fair and efficient formula, one which maximizes the use of the grant dollars.
- Setting overall production targets for weatherization activities based on available funding.
- Setting a price list for materials and labor.
- Reviewing and approving local budgets and budget modifications to ensure compliance, efficiency and accountability.
- Reviewing and approving local plans and plan modifications to ensure compliance and effectiveness in policy implementation.
- Overseeing activities of Local Providers in providing weatherization services

C. STATEMENT OF NEED:

DNREC is seeking to select one (1) statewide, or no more than two (2) geographically based, Local Weatherization Providers (Local Provider) that may be either a Community Action Agency (CAA) or other public or nonprofit entity. The(se) firm(s) will provide weatherization services to program eligible homeowners. Funds, averaging \$6,500 per structure, are available to address conditions identified in an energy audit and to help weatherize owner-occupant homes.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control

In order to be considered for an award of the contract, the Respondent must demonstrate its capacity to provide professional services and meet one or more of the criteria listed below. The Respondent must provide evidence of:

- Its demonstrated ability to implement the proposed activities and can provide evidence of its immediate past and current programmatic capacity;
- Its experience and capacity of the staff to implement the proposed scope of services;
- Its financial soundness, security and capacity to expend program funds in a timely manner;
- Its experience, reputation and existing presence in the proposed geographic service area;
- Its expertise to administer the weatherization program;
- Its capacity to meet requirements as set out in this RFP (size, staff capacity, financial condition, etc.);
- Its familiarity with providing services to low income Delawareans and meeting the requirements of state and federal funding sources;
- Its adequate facilities, computer & physical equipment, and enacted security measures to protect sensitive information gathered through weatherization work;
- Its ability to track and manage the Weatherization schedule and to use computerized data systems in such efforts.

It is anticipated that this RFP will result in the selection of one (1) statewide, or no more than two (2) geographically based, Local Providers that will work on a prepared scope of services. One or more CAA or other public or nonprofit entity may choose to partner in applying for this RFP. In a partnership scenario, a lead administrative entity must be designated in the response to the RFP. This lead administrative entity will receive the contract and will be responsible and remain fully liable for the work done by the supporting firms or organizations.

D. DETAILED REQUIREMENTS:

DNREC will enter into contracts with community-based Local Weatherization Provider(s) to administer weatherization services within their service areas. The selected Respondent(s) will be Community Action Agencies (CAA) or other public or nonprofit entities that have the capacity to administer social services programs in each of the three counties in Delaware. Weatherization is a unique program because of its complex technical aspects, but its purpose is to provide for basic human services that are most effective when combined with an array of local programs for low-income people. The primary role of the selected Respondent(s) is to coordinate and manage the implementation of delivery of weatherization services. The Respondent has the responsibility to ensure that weatherization services are delivered in a cost-effective, accountable manner, in eligible units occupied by low-income families.

The Respondent must carefully plan all aspects of the delivery of weatherization services, and has the responsibility for all aspects of local program operations. Pursuant to this RFP, and within the proposal, any bidding organization MUST include in its proposal a detailed description and organizational plan describing how the Local Weatherization Program will be carried out. The roles and responsibilities of the individual members of the Weatherization team should be specified. Organizations are

encouraged to present an ideal model scenario for how this work is to be accomplished and may base their proposal on the planned hiring of staff and procurement of necessary items in order to carry out what the organization would consider an ideal business model for the administration of the local weatherization work.

The State expects that the ideal and most cost-effective project team will include:

- Expert Technical Weatherization Staff (the State expects that the most cost-effective proposal will include a staff person assigned to perform energy audits, act as the technical expert and serve as the final inspector of completed work), as opposed to such services being provided by subcontractors;
- Financial Management Staff, which includes an individual(s) responsible for Invoice Development & Tracking as well as managing the contract budget and reporting;
- Administrative Staff that will help to schedule weatherization work with subcontractors and clients, and manage case files and support interagency communications.

Through the Local Weatherization Provider(s) the program subcontracts with individuals and companies with the demonstrated capacity to perform the necessary range of technical weatherization measures. The Respondent(s) has the responsibility to ensure that weatherization services are delivered by such companies in a cost-effective, accountable manner, in eligible units occupied by low-income families.

DNREC expects to dedicate approximately \$3.0 million per year to weatherization activities, subject to legislative appropriations and other factors. With these funds, it is anticipated that approximately 400 units per year can be weatherized statewide. Respondents should consider staffing needs in light of these estimates and expect some variability from year to year.

The Respondent(s) must carefully plan all aspects of the delivery of weatherization services. The following sections list areas for which the Respondent(s) has responsibility.

- 1. Local Staffing:** Planning for adequate staffing is essential to success of the local program. The number of full-time positions employed locally depends on the size and needs of the program. Adequate numbers of case worker staff to handle client intake and the ongoing services to program participants is also essential. In addition to program staff, administrative and support staff must be dedicated to the program in adequate time allocations to accomplish program activities. Staff capable and adept at overseeing the fiscal needs of the program, as well as overseeing invoice development and tracking is expected to be part of the Weatherization Team. Technical staff to oversee energy audits in program homes, and to serve as the Respondent's technical expert and carry out final inspections and review of the work performed by subcontractors is also integral to the staffing plan. The personnel planning should reflect the lists of Respondent functions in the areas of administration, case work, service delivery, fiscal review, reporting, quality management, technical support and training.
- 2. Program Operations:** The Respondent has the responsibility for all aspects of local program operations. The Respondent must:

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- Conduct outreach, education and publicity for the program.
 - Maintain adequate staffing of the local program.
 - Solicit subcontractors to provide weatherization services through competitive bidding processes
 - Contract for weatherization services to be delivered by qualified subcontractors.
 - Track training needs of subcontractors and provide training as needed.
 - Comply with computerization requirements determined by DNREC to be necessary for effective weatherization program operations.
 - Procure equipment, materials and supplies as required.
 - Periodically report on program operations to DNREC, including weekly performance reports, monthly, quarterly and yearly financial and performance data.
- 3. Case Work:** Effective program implementation begins with competent case work staff performing the following functions:
- Complete client interviews and intake, determining eligibility and gathering required demographic data
 - Select names from the waiting list according to program priorities.
 - Determine and verify program eligibility according to program eligibility rules.
 - Negotiate and administer landlord part pay agreements.
 - Provide energy education services.
 - Explain the weatherization work to families.
 - Maintain applications, correspondence, forms and documentation in an organized client case file and a computerized database and tracking systems.
 - Assign a specific job order number traceable to every step in the weatherization process.
 - Process any local client appeals.
- 4. Service Delivery:** The Respondent's staff is responsible for ensuring that the flow of work guarantees a timely and accurate job completion and entails the following:
- Coordinate weatherization work flow among the Respondent, the family and the subcontractors.
 - Assign the unit for the initial energy audit.
 - Formulate a work order based on the energy audit.
 - Assign the weatherization work on the unit according to the weatherization needs identified in the work order.
 - Monitor the progress of weatherization work on the unit to ensure the work and time frames comply with the work order.
 - Assign the completed unit to the Final Inspection Auditor.
 - Review the Final Inspection to ensure the work was completed properly, resolving issues with subcontractors, coordinating any re-works, and so forth.
 - Approving units for payment only after Final Inspection is passed.
- 5. Fiscal Administration:** The Respondent's responsibilities include the management of weatherization funds.

- Prepare the Respondent's program budget according to allowable cost categories.
 - Modify the program budget as needed and as approved by DNREC.
 - Review, approve and pay subcontractor claims for labor and materials in accordance with the Weatherization Assistance Program Manual.
 - Submit claims for reimbursement of weatherization expenditures to DNREC in accordance with the Program Manual. Account for weatherization funds in accordance with applicable financial regulations and generally accepted fund accounting principles.
 - Maintain a fair and competitive process for the procurement of weatherization related supplies, equipment and services.
 - Institute an annual Respondent-wide audit including weatherization funds.
 - Cooperate fully with weatherization program monitoring, fiscal reviews or other requests for fiscal information.
- 6. Reporting:** The Respondent will be required to submit the following reports:
- Weekly, monthly, and quarterly production reports as required.
 - Periodic evaluations of auditors and subcontractors as required.
 - Demographics, as required.
 - Fiscal reports, as required.
 - Davis Bacon Act, employee pay information, if applicable.
 - *Ad hoc* reports as requested by DNREC.
- 7. Quality Assurance:** The Respondent will be responsible for making necessary adjustments to the local program in order to achieve best practices performance in response to the monitoring reports resulting from state program quality assurance reviews. Within 30 days of any state review, the State will send a written report to the Respondent with its review findings. Upon receipt of the findings, the Local Provider will respond to the findings with recommendations and corrective actions taken when required to maintain contract compliance.
- 8. Training and Technical Assistance:** As part of its effort to improve the quality of weatherization services, DNREC will devise the program including a comprehensive set of training requirements that will apply to the Respondent and its subcontractors. Funds are available for this purpose and the Respondent planning should include full participation in training opportunities.
- 9. Subcontractor Selection & Management:** A significant part of the local administration of the weatherization program deals with the selection and utilization of companies that have the specialized experience and knowledge required to apply the wide range of weatherization measures to units in a safe and effective manner. To ensure the best quality and most reasonable cost, it is vital that the subcontractor be chosen through the competitive procurement process that meets the requirements of state and federal regulations. To facilitate awarded vendors identifying a pool of qualified potential subcontractors, the State may elect to issue a subsequent Request for Proposals on behalf of the awarded Respondent(s) or such a request may be conducted by the successful Respondent. The success of the

Respondent largely depends on its initial choice as well as its ongoing handling of the subcontractors who actually perform the weatherization jobs.

Contractors who successfully compete in the Local Provider procurement process then serve as subcontractors in the program for individual job assignments. When the individual residential unit comes up for assignment, the Respondent will compare the measures called for on the work order to the pool of qualified subcontractors and choose the most appropriate subcontractor for the job. The Respondent may assign the job based on the measures on the work order, prior performance of contractors, availability of workers, timeliness for completing jobs and other factors. A Respondent is also permitted to re-bid all or part of the job from among the applicable pool if in the best interests of the program and/or the client.

III. SUBMISSION OF PROPOSAL:

A. INTRODUCTION:

This section outlines the requirements of a Proposal in response to this RFP. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE:

The Request for Proposal may contain pre-printed forms for use by the Respondent in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the Respondent for entering information such as unit bid price, total bid price, as applicable.

The Respondent's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by Respondent's representative completing the bid submission.

If items are listed with a zero quantity, Respondent shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Respondents' proposals must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely with the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each Respondent shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

F. BID BOND REQUIREMENT:

Bid Bond Waived.

G. PERFORMANCE BOND REQUIREMENT:

Performance Bond Waived.

H. PROPOSAL EXPIRATION DATE

The proposal shall remain valid until at least August 31, 2012, including costs of services as included. Delaware reserves the right to ask for an extension of time if needed.

I. WITHDRAWAL OF PROPOSALS:

A Respondent may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

J. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

K. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, Respondent name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

L. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/> and on the Weatherization Assistance Program's homepage: <http://www.dnrec.delaware.gov/energy/services/otherservices/Pages/WAP-HomeF.aspx>. By submitting an offer to the State, Respondents have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

M. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the Respondent in preparing and submitting a proposal.

N. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's offer to meet the requirements of the RFP.

O. DISCREPANCIES AND OMISSIONS

Respondent is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Respondent. Should Respondent find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, Respondent shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of Respondent's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

P. EXCEPTIONS:

Respondents may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Respondent's proposal will not be considered. DNREC will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Respondents. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Respondent is taking no exceptions, respond accordingly on Attachment 3.

Q. SUBCONTRACTS:

Subcontracting is permitted under this RFP. Partnerships of providers, as authorized above are not considered subcontractors for the purposes of this RFP.

R. CONFIDENTIALITY:

All documents submitted as part of the Respondent's proposal will be deemed confidential during the evaluation process. Respondent proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any Respondent's information to a competing Respondent prior to award of the contract.

DNREC is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Respondent(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Respondent(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Respondent feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Respondent(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Respondent does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

IV. PROPOSAL CONTENTS

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Respondent must provide every component listed in the order shown in this RFP, using the format prescribed for each component.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Respondent's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with DNREC.

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed narrative description of how the Respondent will provide the services outlined in this RFP. If a Respondent is proposing to serve a geographic area other than the entire State of Delaware, the proposed geographic area and its boundaries must be clearly defined. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Respondent will provide that are not mentioned in this RFP. This description should be no longer than two (2) typewritten pages.

D. SAMPLES OR BROCHURES:

Brochures or samples may be provided to DNREC for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the services offered comply with the intent of the specifications.

E. BUSINESS REFERENCES:

Business References are to be provided via Attachment 6.

F. COST STRUCTURE

Each respondent must include in their proposal the estimated costs to run the weatherization program within their identified proposed service territory. Costs shall be itemized and include, at a minimum, the following cost categories.

- Weatherization staff (identify positions (full or partial FTE's), salaries and OEC's and benefits – include technical expert, financial and administrative staff described above)
- Administrative staff (identify positions (full or partial FTE's), salaries and OEC's and benefits)
- Office space/rent
- Utility costs
- Travel
- Training
- Supplies, equipment
- Insurance costs
- Costs of Financial Audits

- Other costs required to operate the program

Costs for actual weatherization of homes are considered outside the scope of this RFP, other than personnel costs associated with energy auditors where respondents propose to meet those program needs through hiring of full time weatherization staff.

G. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with five (5) paper copies and one (1) electronic copy on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Respondent signature. The remaining copies do not require original signatures.

H. DELIVERY OF PROPOSALS

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Respondent as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent by either certified or registered mail to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable address also stated in this RFP. All bids must clearly display the bid number (**NAT12003-WAPLOCAL**) on the envelope.

**Division of Energy & Climate
Weatherization Assistance Program
Attn: Local Weatherization Provider RFP
1203 College Park Drive, Suite 101
Dover, DE 19904**

Proposals must be received at the above address no later than **4:30 p.m. Eastern Daylight Time on July 9, 2012**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing Respondent bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Respondent proposals, each Respondent shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Respondents from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Respondents if the Head of the Agency determines that such an award is in the best interest of the State.

I. DOCUMENT EXECUTION:

All Respondents must complete and submit with their proposals the Attachments provided below. The awarded Respondent(s) will be presented with the final contract

form for signature and seal, if appropriate. All of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the issuing Agency.

J. PROPOSAL ATTACHMENTS:

1. Non-Collusion Statement:

All Respondents must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposals labeled as Attachment 2.

2. Exceptions:

Respondents may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions **must** be listed on Attachment 3. Exceptions listed elsewhere in a Respondent's proposal will not be considered. DNREC will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Respondents. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Respondent is taking no exceptions, respond accordingly on Attachment 3.

3. Company Profile & Capabilities

Respondents should provide answers to the questions listed on Attachment 4. These questions correspond directly to the Evaluation Criteria that will be used to award the contract resulting from this effort.

4. Claim of Confidentiality:

If respondent wishes to claim confidentiality for any portion of its response, they must complete Attachment 5.

5. Business References:

Business references are to be provided via Attachment 6.

6. W-9 Required:

To complete the execution of the contract, the awarded Respondent(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the Respondent(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

7. MBE/WBE Certification:

Respondents should be certain to file Attachment 7 - Office of Minority and Women Business Enterprise Certification Application, if applicable.

V. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

DNREC reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Respondents submitting proposals may be afforded an opportunity for discussion. Respondents may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Respondents who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Respondents during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Respondent.

This RFP does not constitute an offer by the State of Delaware. Respondent's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Respondent(s) is to begin any work prior to execution of a contract and/or receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office.

4. PUBLIC OPENING OF PROPOSALS:

The proposals shall be publicly opened on **July 10, 2012 at 10:00 AM EDT** at the offices of the:

**Weatherization Assistance Program
Division of Energy & Climate
1203 College Park Drive, Suite 101
Dover, DE 19904**

Respondents or their authorized representatives are invited to be present. Only the Respondent's name and address will be read aloud during the bid opening process.

5. DISQUALIFICATION OF RESPONDENTS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal or proposals:

- More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- Evidence of collusion among Respondents.
- Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- Any suspension or debarment of the parent company, subsidiary or individual involved with the Respondent by federal, any state or any local governments within the last ten (10) years.
- If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

6. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

7. OR EQUAL (PRODUCTS BY NAME):

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the Respondent certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. RESPONSIVENESS AND RESPONSIBILITY OF RESPONDENT:

DNREC shall award this contract to the most responsible and responsive Respondent(s) who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals:

A proposal may be rejected for 1 or more of the following reasons:

- The person responding to the solicitation is determined to be nonresponsive or non-responsible;
- It is unacceptable;

- The proposed price is unreasonable; or
 - It is otherwise not advantageous to the State.
- Respondents whose proposals are rejected as non-responsive shall be notified in writing about the rejection.

2. Responsibility of Respondents:

It shall be determined whether a Respondent is responsible before awarding a contract. Factors to be considered in determining if a Respondent is responsible include:

- The Respondent's financial, physical, personnel or other resources, including subcontracts;
- The Respondent's record of prior performance and integrity;
- Any record regarding any suspension or debarment;
- Whether the Respondent is qualified legally to contract with the State; and
- Whether the Respondent supplied all necessary information concerning its responsibility.

If a Respondent is determined to be non-responsive, the Respondent shall be informed in writing.

The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Respondent. All Respondents will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

C. PROPOSAL EVALUATION COMMITTEE:

The Proposal Evaluation Committee ("Committee") is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all Respondents during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Respondent and negotiate with more than one Respondent at the same time.
- Select more than one Respondent pursuant to 29 Del. C. §6926. Such selection will be based on determining that two Respondents should be selected to carry out the local administration of the program.

D. CRITERIA AND SCORING:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Evidence of being an established social services agency in the State or geographic area covered in the proposal that provides services to low income Delawareans	25	25
2.	Experience in the use of subcontractors, including solicitation, contract development and management	25	25
3.	Experience with providing energy and/or weatherization services to Delawareans	15	15
4.	Proposed structure and process for delivery of weatherization services	10	10
5.	Cost for providing services	10	10
6.	Literacy of and ability to use computers and electronic databases	10	10
7.	Innovative or alternative approaches to providing services	5	5
.	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

E. BEST AND FINAL OFFERS:

Once the proposals have been evaluated and negotiations have been held with the Respondent(s) determined to be likely to receive an award, the Proposal Evaluation Committee may issue a request for Best and Final Offers from the Respondent(s).

F. REFERENCES

The Committee may contact any customer of the Respondent, whether or not included in the Respondent's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include Respondent personnel. If the Respondent is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

G. ORAL PRESENTATIONS

Selected Respondents may be invited to make oral presentations to the Committee. The Respondent representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the Respondent's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the Respondent's responsibility.

VI. MANDATORY PREBID MEETING:

A mandatory pre-bid meeting will be held at **2:00 p.m. Tuesday, June 12, 2012** in the Department of Natural Resources & Environmental Control Auditorium in the Richardson & Robbins Building located at 89 Kings Highway, Dover, Delaware 19901. **Attendance at this meeting is MANDATORY for all prospective bidders and will be a pre-requisite for submitting a bid.** If a Respondent does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

All Respondents who wish to bid on this Request for Proposals MUST be present, on time, at the Mandatory Pre-Bid Meeting. No proposals will be accepted from Respondents who either did not attend the Mandatory Pre-Bid Meeting or who are more than fifteen (15) minutes late.

VII. DEFINITIONS & GENERAL PROVISIONS:

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Respondents or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Respondent(s) and its surety as a guaranty of good faith on the part of the Respondent to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to Respondents.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Respondent submitted on the approved form and setting forth the Respondent's prices for performing the work or supplying the material or equipment described in the specifications.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Respondent's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

RESPONDENT (VENDOR): Any individual, firm, corporation, or entity formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

RESPONDENT'S DEPOSIT: The security designated in the proposal to be furnished by the Respondent as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. **INTERPRETATION OF ESTIMATES/QUANTITIES**:
 - a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
 - b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
 - c. Respondent usage reports for previous awards may be found at <http://contracts.delaware.gov>. Past usage shall not be considered a guaranteed future volume.

2. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the Respondent.

3. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The Respondent shall examine carefully the proposal and the contract forms for the material contemplated. The Respondent shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Respondent has made examination of the aforementioned conditions.

4. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All Respondents that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Respondents shall routinely offer to add to the core list material that has been identified as necessary. The Respondents are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Respondent. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. **PUBLIC INSPECTION OF PROPOSALS:**

All documents submitted as part of the Respondent's proposal will be deemed confidential during the evaluation process. Respondent proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any Respondent's information to a competing Respondent prior to award of the contract.

DNREC is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to

inspection and copying by any person. Respondent(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Respondent(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Respondent feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Respondent(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Respondent's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. **LAWS TO BE OBSERVED:**

The Respondent is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Respondent shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Respondent at its own expense.

8. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

a. The Respondent shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.

- b. The Respondent and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Respondent is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Respondent. Each Respondent shall take its exemption into account in calculating its bid for its work.

11. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Respondent(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the Respondent.

12. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Respondent agrees as follows:

- a. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or

national origin. The Respondent will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Respondent agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

- b. The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13. **PRICES:**

Prices and/or rates shall remain firm for the initial three (3) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. **PRICE ADJUSTMENT:**

During the initial term of the contract, the Respondent is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial three (3) year period, DNREC shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used,

any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

15. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

16. **FUNDING OUT or NON-APPROPRIATION:**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17. **MANDATORY INSURANCE REQUIREMENTS:**

As part of the contract requirements, the selected Respondent(s) shall obtain and keep in force and effect during the term of the contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State.

The selected Respondent(s) must have on file in their offices and on file with the State a Certificate of Insurance and/or copies of insurance policies for the following:

- a. Comprehensive General Liability and all other coverages listed below.
 1. Comprehensive General Liability - \$1,000,000 per person/\$3,000,000 per occurrence, and
 2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 3. Pollution Occurrence Insurance - \$1,000,000 per person/\$3,000,000 per occurrence.
- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**DNREC, Division of Energy & Climate
1203 College Park Drive, Suite 101
Dover, DE 19904**

Note: The State of Delaware shall not be named as an additional insured.

18. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful Respondent shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

<https://onestop.delaware.gov/osbrlpublic/Home.jsp>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

19. **INDEMNIFICATION:**

a. **General Indemnification:**

By submitting a proposal, the proposing Respondent agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Respondent's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

b. **Proprietary Rights Indemnification**

Respondent shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Respondent in writing and Respondent shall defend such claim, suit or action at Respondent's expense, and Respondent shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Respondent (collectively ""Products") is or in Respondent's reasonable judgment is

likely to be, held to constitute an infringing product, Respondent shall at its expense and option either:

- i. Procure the right for the State of Delaware to continue using the Product(s);
- ii. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- iii. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

20. **NON-PERFORMANCE:**

In the event the Respondent does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Respondent. Under no circumstances shall monies be due the Respondent in the event open market products can be obtained below contract cost. Any monies charged to the Respondent may be deducted from an open invoice.

21. **FORCE MAJEURE:**

Neither the Respondent nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

22. **RESPONDENT/VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Respondents may not seek business from another Respondents' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Respondent choosing to work with another Respondent who holds a State Central Contract for private business.

23. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any Respondent the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See

http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any Respondent on an

existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted Respondent prior to a waiver being granted.

24. **REQUIRED REPORTING**

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Respondent(s) will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract.

The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for subcontractors, when and if they are hired (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The form for this reporting will be provided the selected Respondent(s) after the contract has been awarded.

25. **ORDERING PROCEDURE:**

Successful Respondents are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded Respondent directly for all required resources. All consumables delivered by the Respondent and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

26. **BILLING:**

The Respondent is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Respondent shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Respondents shall be required to report semi-annually opportunities to enhance the discounts achieved.

27. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay Respondent monthly, within thirty (30) days of receipt of the Respondent's billing, the amount which is legitimately earned by the Respondent, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Respondent will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Respondents shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Respondent wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Respondent is willing to accept.

28. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded Respondents are highly encouraged to offer any like substitute product(s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the State exists. In all cases, the State may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the State, the Respondent must update its core list and maintain said list in a timely manner.

29. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Respondent does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

30. **RESPONDENT/VENDOR RESPONSIBILITY:**

The State will enter into a contract with the successful Respondent(s). The successful Respondent(s) shall be responsible for all products and services as required by this RFP whether or not the Respondent or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Respondent's proposal by completing Attachment 7.

31. **RESPONDENT- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:**

The awarded Respondent shall remove all rental equipment and supplies from the event location(s) no later than an agreed to date once all contract obligations by the Respondent have been met.

32. **ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

Energy Star - If applicable, the Respondent must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Respondent is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Respondents shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Respondent(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found:

http://qss.omb.delaware.gov/contracting/documents/agencyboilers/espp_rev.pdf.

33. **PERSONNEL/EQUIPMENT/SERVICES:**

- a. The Respondent represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Respondent or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

34. **MINIMUM WAGE RATES:**

Respondents should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Respondent should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

35. **TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. Termination for Cause

If, for any reasons, or through any cause, the Respondent fails to fulfill in timely and proper manner his obligations, or if the Respondent violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Respondent of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Respondent in the performance of the P.O. shall, at the option of the Agency, become its property, and the Respondent shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that

event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Respondent shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

36. **TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by DNREC.

a. Termination for Cause

If, for any reasons, or through any cause, the Respondent fails to fulfill in timely and proper manner its obligations under this Contract, or if the Respondent violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Respondent of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Respondent under this Contract shall, at the option of the State, become its property, and the Respondent shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Respondent shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement,

in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

37. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Respondent under the Scope of Work. Such changes, including any increase or decrease in the amount of the Respondent's compensation, which are mutually agreed upon by and between the Agency and the Respondent shall be incorporated in written amendments to the Purchase Order or contract.

38. **INTEREST OF RESPONDENT:**

The Respondent covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Respondent further covenants that in the performance of this contract, no person having any such interest shall be employed.

39. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Respondent for anything other than their intended purpose under this Contract. The Respondent shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

40. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

41. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Respondent hereby grants, conveys, sells, assigns, and transfers to the

State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

42. **TESTING AND INSPECTION:**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

43. **COVENANT AGAINST CONTINGENT FEES:**

The Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

44. **GRATUITIES:**

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Respondent or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Respondent, terminate the right of the Respondent to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Respondent, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Respondent in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

45. **AFFIRMATION:**

The Respondent must affirm that within the past five (5) years the firm or

any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

46. **AUDIT ACCESS TO RECORDS:**

The Respondent shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Respondent agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Respondent. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Respondent agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Respondent, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Respondent's financial records will be borne by the Respondent. Reimbursement to the State for disallowances shall be drawn from the Respondent's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

47. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Respondent arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

48. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful Respondent and DNREC.

49. **SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be agreed to in writing by the State or specifically authorized in writing DNREC during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Respondent(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Respondent shall be liable for any noncompliance by any subcontractor. Further, nothing contained

herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

50. **AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Respondent to the Agency and render to the Respondent in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Respondent.
- b. Give prompt written notice to the Respondent whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Respondent's services.

51. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Respondent. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

52. **ASSIGNMENT:**

This contract shall not be assigned except by express prior written consent from the Agency.

53. **NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Weatherization Assistance Program
Department of Natural Resources and Environmental Control
Division of Energy & Climate
1203 College Park Drive, Suite 101
Dover, DE 19904**

54. **RESPONDENT EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded Respondent(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the Respondent. Failure to provide this information could render the proposal as non-responsive.

C. AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF PROPOSALS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT:**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. **WARRANTY:**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. **THE CONTRACT(S):**

The contract(s) with the successful Respondent(s) will be executed with DNREC acting for all participating governmental entities.

7. **INFORMATION REQUIREMENT:**

The successful Vendor's shall be required to advise and provide DNREC the gross costs associated with this contract.

VIII. **MODEL CONTRACT PROVISIONS**

The selected respondent is expected to execute a contract with DNREC for the provision of weatherization services as described in this RFP. A copy of a draft contract template is attached as Appendix A.

IX. **PROPOSAL REPLY SECTION for CONTRACT NO. NAT12003-WAPLOCAL**

Weatherization Assistance Program Local Provider Proposal

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, DNREC by **July 9, 2012, 4:30 PM EDT**. The received proposals will be publicly opened on **July 10, 2012 at 10:00 AM EDT** at the Weatherization Assistance Program offices located at 1203 College Park Drive, Suite 101, Dover, DE 19904. Respondents to this RFP are invited to attend.

A mandatory pre-bid meeting has been scheduled for Tuesday, **June 12, 2012 from 2:00 to 4:00 PM EDT**. **This is a mandatory meeting.** This meeting will be held in the Auditorium of the main offices of the Department of Natural Resources and Environmental Control located at 89 Kings Highway, Dover DE 19901. If a Respondent does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

Proposals must be mailed to:

**Division of Energy & Climate
Weatherization Assistance Program
Attn: Local Weatherization Provider RFP
1203 College Park Drive, Suite 101
Dover, DE 19904**

A. **PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Respondent(s), not to serve as a forum for determining the apparent low Respondent(s). The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

STATE OF DELAWARE
Department of Natural Resources and Environmental Control

After receipt of a fully executed contract(s), the Delaware public and all Respondents are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE RESPONDENT'S NAME AND ADDRESS WILL BE READ AT THE OPENING. The proposals shall be publicly opened on **July 10, 2012 at 10:00 AM EDT at the offices of the:**

**Weatherization Assistance Program
Division of Energy & Climate
1203 College Park Drive, Suite 101
Dover, DE 19904**

Respondents or their authorized representatives are invited to be present. Only the Respondent's name and address will be read aloud during the bid opening process.

Attachment 1

**Department of Natural Resources and Environmental Control
Division of Energy & Climate, Weatherization Assistance Program
1203 College Park Drive, Suite 101; Dover, DE 19904**

NO PROPOSAL REPLY FORM

CONTRACT # NAT12003-WAPLOCAL

CONTRACT TITLE: Local Weatherization Provider Request for Proposals

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

CONTRACT NO.: NAT12003-WAPLOCAL
OPENING DATE: July 10, 2012

TITLE: Local Weatherization Provider Request for Proposals

NON-COLLUSION STATEMENT

This is to certify that the undersigned Respondent has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Respondent who also submitted a proposal as a primary Respondent in response to this solicitation** submitted this date to the State of Delaware, DNREC.

It is agreed by the undersigned Respondent that the signed delivery of this bid represents the Respondent's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, DNREC

COMPANY NAME _____

Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____

TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
LICENSE NUMBER _____

FEDERAL E.I. NUMBER _____

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

**CONTRACT NO. NAT12003-WAPLOCAL
Local Weatherization Provider Request for Proposals
PROPOSAL REPLY SECTION**

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	Please provide brief descriptions of your organization's established social services programs for low income Delawareans within the geographic area you propose to serve in the attached proposal.

2.	Describe your experience in the use of subcontractors, including solicitation, contract development and management.

3.	Provide a detailed description of the experience your organization has with providing weatherization services to Delawareans.

Attachment 4, cont.

4.	Describe the structure of services or means by which your organization will deliver weatherization services to eligible homeowners.

5.	Please provide an estimate of your projected cost of providing services. Please include a description of the positions you propose to fill, and the qualifications you expect to be the minimum requirements for the team.

6.	Detail the literacy and ability of the existing staff within your organization that would be involved with the weatherization program. Please specifically include reference to computer literacy and the ability of the proposed team to use computers and electronic databases.

**CONTRACT NO. NAT12003-WAPLOCAL
CONTRACT NAME: Local Weatherization Provider Request for Proposals**

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

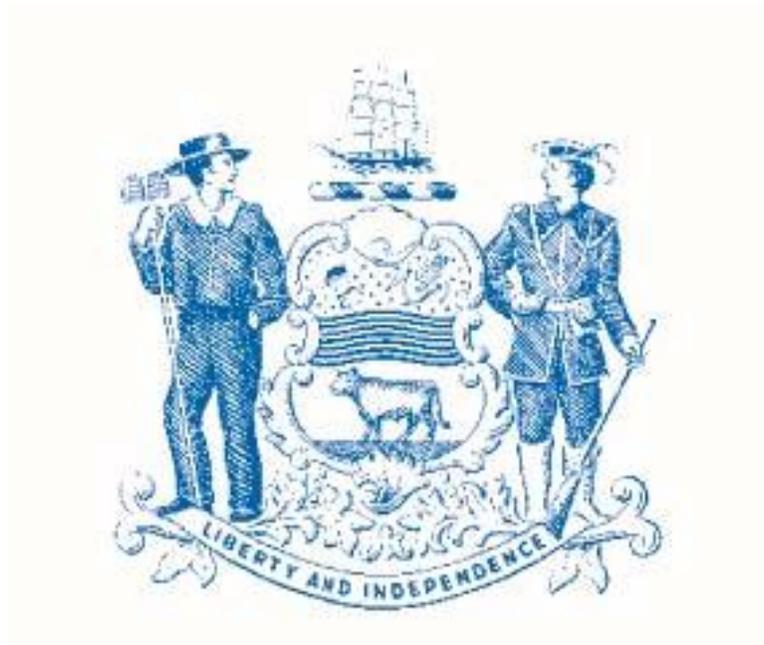
2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

Insert most recent OMWBE Certification Application found here:
http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302)
677-7086

Email: deomwbe@state.de.us

Web site:

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>

APPENDIX A

Draft DNREC/Local Provider Contract

Department of Natural Resources and Environmental Control

CONTRACT FOR SERVICES

THIS CONTRACT, is made by _____ (“CONTRACTOR” or LOCAL PROVIDER”) and the **Department of Natural Resources and Environmental Control** (“DEPARTMENT” or “DNREC”), effective on the date of the last signature to the Contract below, as follows:

1. Service Contract.

DEPARTMENT agrees to pay CONTRACTOR and in return CONTRACTOR agrees to perform certain technical or professional services as detailed below under the Scope of Services.

2. Scope of Services.

CONTRACTOR shall administer the Delaware Weatherization Assistance Program (WAP) in _____ Counties, Delaware and shall abide by all the requirements detailed in this contract and any attachments hereto described below and are expressly incorporated herein as a part of this Contract.

Attachment A – Program Administrative Requirements

Attachment B – Contract Budget

3. Data Furnished to CONTRACTOR.

DEPARTMENT shall furnish all information, data, reports, records, and maps as existing, available, easily retrievable and necessary for the execution of the work to CONTRACTOR, without charge by DEPARTMENT, and DEPARTMENT shall reasonably cooperate with CONTRACTOR in carrying out the work. CONTRACTOR shall hold all information given to it related to applications for weatherization assistance as confidential and shall only release such information as necessary to carry out its obligations pursuant to the Contract except as expressly provided herein.

4. Personnel.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract.
- B. CONTRACTOR, or persons under CONTRACTOR’S supervision, shall perform all of the services required by this Contract, and all personnel engaged in the work shall be fully qualified and shall be authorized to perform such services.
- C. CONTRACTOR shall not subcontract any of the work or services covered by this Contract without the prior written approval of DEPARTMENT.

5. Time of Performance.

The services of CONTRACTOR are to commence as soon as practicable after the execution of this Contract and shall be undertaken in such sequence as to assure their expeditious completion in the light of the purposes of this Contract. All work under this contract must be complete by _____. All invoices, reports and documentation must be received and processed no later than _____.

_____. An extension of this contract may be permitted at the sole discretion of the DEPARTMENT.

6. Total Cost and Compensation.

- A. It is agreed that the total cost for the services provided under this Contract shall not exceed the total contracted amount of \$_____. The Budget is shown in Attachment B.
- B. CONTRACTOR is responsible for costs incurred in excess of the total cost of this Contract, or in the total cost of each component program fund and DEPARTMENT is not liable for such excess costs.
- C. Condition Precedent: The rights and obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order is approved by the Secretary of Finance and received by CONTRACTOR. The rights and obligations of DEPARTMENT under this Contract are limited to the amount of any approved purchase order.
- D. The DEPARTMENT reserves the right to adjust the contract budget at the DEPARTMENT's sole discretion, and at any time, in the event that reconciliation of past expenditures of any funding sources results in funding inadequate to fully fund this contract.

7. Obligations and Payment.

- A. The obligations of the DEPARTMENT under this Contract shall be subject to the receipt of sufficient funds from the US Department of Energy or other such sources necessary to meet the obligations of the DEPARTMENT. The DEPARTMENT's obligations are limited to the amount of such funding.
- B. Subsequent payments will be made to the CONTRACTOR upon satisfactory completion, in DEPARTMENT's sole discretion, of activities described in this contract and attachments and upon submission of an invoice by CONTRACTOR. Invoices shall be paid within 30 days after receipt by DEPARTMENT, if services are performed satisfactorily, in DEPARTMENT'S sole discretion.
- C. The obligations of each party to this Contract are not effective and no party is bound by the terms of this Contract unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all the procedures of the Department of Finance have been complied with.
- D. CONTRACTOR will maintain accurate financial records and make them available to Federal and State auditors, as needed, up to 5 years following Contract termination and as otherwise provided for in Attachments A-D and 10 CFR Part 600.

8. Contractor and Subcontractor Agreements

- A. CONTRACTOR shall indemnify, save and hold harmless and defend the DEPARTMENT, its directors, employees, representatives or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.
- B. CONTRACTOR shall require each and every contractor or subcontractor for the project to indemnify, save and hold harmless, and defend the DEPARTMENT, its directors, employees, representatives, or agents against any demand, claim, suit, loss, costs, or damages sustained in connection with performance of services provided under this agreement.

9. Termination of Contract for Cause.

If, for any reasons, or through any cause, CONTRACTOR shall fail to fulfill in timely or proper manner its obligations under this Contract, or if CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, DEPARTMENT shall then have the right to terminate this Contract by giving written notice to CONTRACTOR of such termination and specifying the effective date, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by CONTRACTOR under this Contract shall, at the option of DEPARTMENT, become its property, and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DEPARTMENT in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DEPARTMENT. Whether such work is satisfactory and usable is determined by DEPARTMENT in its sole discretion.

10. Termination for Convenience.

DEPARTMENT or CONTRACTOR may terminate this Contract at any time for any reason by giving written notice of such termination and specifying the effective date, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DEPARTMENT, become its property and CONTRACTOR shall be entitled to receive reasonable compensation as determined by DEPARTMENT in its sole discretion for any satisfactory work completed on such documents and other materials which is usable to DEPARTMENT. Whether such work is satisfactory and usable is determined by DEPARTMENT in its sole discretion. Such reasonable compensation shall be CONTRACTOR'S sole compensation. Exercise of this right by DEPARTMENT shall not be deemed a breach of this Contract, and no damages shall be awarded to CONTRACTOR for exercise of this paragraph. If this Contract is terminated due to the fault of CONTRACTOR, Paragraph 9 hereof relative to termination shall apply.

11. Changes.

DEPARTMENT may, from time to time, require changes in the Scope of Services of the CONTRACTOR to be performed under this Contract in DEPARTMENT'S sole discretion, provided, however, if such changes include any decrease in the amount of funding for weatherization services, then such changes shall result in a commensurate decrease in weatherized units and all other costs and shall be incorporated in written amendments to this Contract.

12. Interest of CONTRACTOR.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

13. Publication, Reproduction and Use of Material.

No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. DEPARTMENT shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. CONTRACTOR shall have the right to publish any and all scientific

findings. Appropriate acknowledgment and credit for DEPARTMENT'S support will be given in the publication.

14. Assignment of Antitrust Claims.

As consideration for the award and execution by DEPARTMENT of this Contract, CONTRACTOR hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by DEPARTMENT or CONTRACTOR pursuant to this Contract.

15. DEPARTMENT'S Responsibilities. DEPARTMENT shall:

- A. Examine and review in detail all letters, reports, drawings and other documents presented by CONTRACTOR to DEPARTMENT and render to CONTRACTOR in writing findings and decisions pertaining thereto within a reasonable time so as not to delay the services of CONTRACTOR.
- B. Give prompt written notice to CONTRACTOR whenever DEPARTMENT observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.

16. The Parties Agree:

- A. The laws of the State of Delaware shall apply to the construction and operation of this Contract.
- B. This contract is the entire agreement between the CONTRACTOR and the DEPARTMENT and supersedes any prior agreement, whether oral or written, between the CONTRACTOR or any predecessor of the CONTRACTOR and the DEPARTMENT. It may be altered only by a written agreement signed by the CONTRACTOR and the DEPARTMENT. The CONTRACTOR's rights and obligations under this agreement will be binding on the CONTRACTOR's successors and assigns.
- C. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in it, without the prior written consent of the DEPARTMENT.
- D. The Contractor shall comply with 30 DE Code Chapter 23 regarding business licenses throughout the term of this agreement.

STATE OF DELAWARE

**DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL**

Date:

, Secretary

Date:

By:

Title:

CONTRACTOR:

SERVICE AREA:

The purpose of this Contract is for CONTRACTOR to administer a Delaware Weatherization Assistance Program (WAP) in _____ Counties, Delaware in accordance with all applicable federal, state and local laws, rules, regulations, procedures and guidance manuals. In return, DEPARTMENT will provide funding for the program as specified in the Contract. DNREC has acquired funding for WAP from multiple and separate sources. If CONTRACTOR receives funding from more than one source through the DEPARTMENT, said funding shall not be comingled by Contractor and Contractor must keep all required records to demonstrate compliance with the applicable state and federal requirements. CONTRACTOR shall administer a Delaware Weatherization Assistance Program in compliance with this Contract and all other applicable Federal, State, and local laws, rules, regulations, administrative procedures, guidance, manuals and definitions, and any amendments thereto. Specifically, and in addition to any other applicable requirements, Contractor shall comply with 42 U.S.C. § 6861 et seq.; and 10 C.F.R. Parts 440 and 600, the approved U.S. Department of Energy Weatherization Assistance Program State Plan for the State of Delaware, the Delaware Weatherization Field Guide, the Delaware Weatherization Policy and Procedures Manual, and other applicable state weatherization directives. Contractor shall further administer the weatherization program in compliance with the requirements of specified in State of Delaware Office of Management and Budget (“OMB”) Circular A-110, the “Common Rule,”; OMB Circular A-122, “Cost Principles for Non-Profit Organizations”; OMB Circular A-133, entitled “Audits of States, Local Governments, and Non-Profit Organizations,”; and Part 230 of the American Recovery and Reinvestment Act of 2009 (ARRA).

A. ADMINISTRATION

1. **Contractor shall provide allowable services under the State of Delaware Weatherization Assistance Program to eligible dwelling units in its service area.**
2. **CONTRACTOR shall provide allowable weatherization services within the funds allocated to it by this Contract and agrees that weatherization services that are not authorized by this Contract will not be provided through the Program.**
3. **CONTRACTOR shall follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by CONTRACTOR pursuant to this Contract and to keep accurate and up-to-date accounting records.**
4. **CONTRACTOR acknowledges and agrees that the funds provided through this Contract shall be used to supplement, and not supplant, State or local funds and, to the extent practicable, to increase the amounts of such funds that would be made available in the absence of federal or state funds for carrying out activities specified in this contract.**
5. **CONTRACTOR acknowledges and agrees that DNREC will withhold or recover payments to CONTRACTOR for disallowed costs for weatherization measures installed that are not allowed**

by law including any that are not conducted according to a work order that follows the Delaware weatherization Priority List and the Delaware Field Guide or are not specifically authorized by the state weatherization policies and procedures.

6. CONTRACTOR shall not use funds provided through this contract for the purchase or improvement of land, or for the purchase, construction, or permanent improvements (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
7. CONTRACTOR shall not use more than 5 percent the program funds, not including T&TA funds, for "Administration", as defined in the budget attachment __.
8. CONTRACTOR shall not use more than 10 percent of the program funds, not including T&TA, for "Health and Safety", as defined in the budget attachment __.
9. CONTRACTOR acknowledges and agrees that the actual direct costs may be allocated in the program budget for "Audit" and "Insurance" as defined in the budget attachment instructions for each funding source of this agreement.
10. CONTRACTOR shall allocate and use all remaining program funds for "Program Operations", as defined in the budget attachment __.
11. CONTRACTOR shall maintain an overall average cost per dwelling in "Program Operations" expenditures not to exceed the limit set by the Department of Energy, currently at six thousand five hundred and 00/100 dollars (\$6,500.00), over the period of the contract.
12. Following the expiration or termination of this contract, or at such other times as required by federal or state rules, CONTRACTOR shall secure an audit of funds provided by DNREC pursuant to this contract. Such audit shall be conducted by an independent public or certified public accountant and performed in accordance with all directives provided by DNREC and applicable provisions of the OMB Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations," and any implementing regulations.
13. CONTRACTOR shall allow DNREC to examine weatherization completions and scrutinize expenditures for which funding is provided. If CONTRACTOR's expenditures for production fall substantially below the schedule of production contained in CONTRACTOR's approved Budget, and if CONTRACTOR has not addressed the shortfalls with DNREC and developed a plan to bring its performance up to standard, DNREC may decrease CONTRACTOR's contracted amount in an amount not to exceed expended funds and reallocate the remaining funds.
14. DNREC may, at its sole discretion, de-obligate and/or re-distribute all or any portion of the funds if the CONTRACTOR fails to meet production targets, program reporting requirements, time lines for claims and payment of sub-contractors, or other significant program requirements that may affect the timely expenditure of funds.
15. In the event that the DNREC does not renew, or terminates the CONTRACTOR's agreement, all Equipment, weatherization case files and information on the waiting list must be returned as soon as reasonably practicable to the DNREC, as the documents and this information is the property of the Delaware Weatherization Assistance Program.
16. If, after a review of CONTRACTOR's performance, DNREC finds that CONTRACTOR has exceeded its specified standard, and if DNREC has sufficient funding available to it to reimburse CONTRACTOR for additional work, DNREC in its sole discretion may offer additional funding to CONTRACTOR.
17. DNREC may withhold payment and CONTRACTOR shall repay DNREC for a claim submitted if the work is substandard or has not passed final inspection.
18. DNREC may withhold payment and CONTRACTOR shall repay DNREC for any claim submitted

that is for work that was not performed by a properly trained subcontractor, with training requirements set in Delaware WAP policies and procedures.

19. DNREC may withhold payment and CONTRACTOR shall repay DNREC for any claim submitted that is inaccurate or if CONTRACTOR has not complied with the claim preparation instructions issued by DNREC, including following the current price list and costing procedures. Prior to requiring repayment, DNREC will provide CONTRACTOR with reasonable written notice of any error in the claims submitted and allow a reasonable time for CONTRACTOR to make the corrections or revisions necessary for payment.

B. EQUIPMENT

1. Any and all items of non-expendable, tangible personal property, having a useful life of more than one year and an acquisition cost which equals or exceeds a unit cost of \$5,000 purchased by CONTRACTOR with funds accepted by CONTRACTOR pursuant to this Contract is Equipment for all purposes of this Contract.
2. All Equipment purchased with funds awarded in the contract is property of the Delaware Weatherization Assistance Program.
3. CONTRACTOR shall not use any Equipment of the Delaware Weatherization Assistance Program for any purpose other than the defined program activities in eligible units, without written permission and instruction from the DNREC.
4. CONTRACTOR shall not purchase, transfer or dispose of any Equipment of without prior written permission and instruction from the DNREC.
5. CONTRACTOR shall maintain records of the procurement of Equipment, Equipment inventory records, and records of the disposition of Equipment in a manner acceptable to DNREC.
6. All specialized tools and weatherization materials purchased by the CONTRACTOR with the funds awarded in the contract, regardless of unit cost or useful life, are property of the Delaware Weatherization Assistance Program and CONTRACTOR shall not dispose of any property of the DWAP without written instructions from the DNREC.
7. CONTRACTOR acknowledges and agrees that in the event that the DNREC does not renew, or terminates this Contract, all property of the Delaware Weatherization Assistance Program, including all Equipment and any specialized Weatherization tools or weatherization materials purchased with program funds must be returned to the DNREC in a reasonable and timely manner not to exceed 60 day after the expiration or termination of the Contract.

C. SUBCONTRACTORS

1. CONTRACTOR shall only use properly licensed private subcontractors who have attended required training and have attained the required certifications to provide and install weatherization measures. CONTRACTOR shall ensure that all subcontracted work has all necessary and proper permits and is completed in conformance to applicable codes.
2. CONTRACTOR shall only select subcontractors using a competitive procurement process. In making any procurement or entering into any subcontract that requires the expenditure of funds provided pursuant to this contract, CONTRACTOR shall adhere to the applicable procurement provisions of federal circulars and regulations previously cited, applicable Delaware state law and DNREC procurement policies.
3. CONTRACTOR shall ensure that subcontractors conduct all weatherization services using standard work practices approved by the DNREC weatherization assistance program.

4. CONTRACTOR shall ensure that subcontractors conduct all weatherization services using equipment, materials and techniques approved by the CONTRACTOR and the DNREC to ensure the consistency and quality of weatherization services.
5. CONTRACTOR shall ensure that subcontractors participate in technical training conducted by the CONTRACTOR and the DNREC to ensure the consistency and quality of weatherization services prior to conducting any weatherization services.
6. CONTRACTOR shall ensure that all weatherization measures are conducted according to the work order as determined according to the Energy Audit and based on the priorities set forth in the state weatherization policies and procedures.
7. No subcontractor of CONTRACTOR shall be paid for, nor shall CONTRACTOR submit claims for reimbursement of work outside of the measures set forth by the CONTRACTOR's work order without prior, written modification of the order.
8. CONTRACTOR shall not pay any subcontractor, nor shall CONTRACTOR submit claims for reimbursement of, any costs incurred by CONTRACTOR for any work performed, until such time as CONTRACTOR has performed the Final Inspection and has determined in writing that any such work has been performed in a satisfactory manner. However, CONTRACTOR may submit claims as allowed by the DNREC weatherization policies and procedures for previously inspected and approved mechanical repairs, prior to the Final Inspection.

D. ELIGIBILITY AND APPEALS

1. CONTRACTOR shall ensure that no units will be weatherized unless it is a dwelling unit occupied by clients who meet the financial or categorical eligibility requirements of the weatherization program at the time services are provided.
2. CONTRACTOR shall ensure that no multi-unit dwellings are weatherized unless they meet additional and different requirements as determined in the weatherization policy and procedures manual.
3. CONTRACTOR shall maintain a waiting list of eligible households as established by DNREC. Weatherization shall be provided to eligible households on the list on a first-come-first-serve basis. However, priority will be given to households with elderly clients over the age of 65; households with disabled members; households with children under 18; or, as otherwise defined in the DNREC program policy.
4. DNREC and CONTRACTOR agree to maintain policies and procedures in accordance with State and Federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal.
5. The CONTRACTOR acknowledges and agrees that the income eligibility level for weatherization assistance is 200% of poverty level as established by the U.S. Government and CONTRACTOR shall not provide weatherization for any household who exceeds the income eligibility level for weatherization assistance.
6. The CONTRACTOR acknowledges and agrees that the categorical eligibility factors set forth in the policy manual also apply.
7. Any unit weatherized through the Delaware Weatherization Assistance Program on or after September 30, 1994, shall not be eligible for weatherization pursuant to this Contract and CONTRACTOR shall not re-weatherize any such unit using any funds related to this Contract.

E. WEATHERIZATION SERVICE

1. CONTRACTOR shall provide Weatherization Assistance Program services to the ____ dwellings in _____ Counties, or such other number of dwellings as determined by DNREC, recognizing the amount of funding available under this contract, and the \$6,500 limitation outlined above .
2. CONTRACTOR shall not conduct any weatherization measures on any unit until after it undertakes an Energy Audit. The Energy Audit must be conducted by a qualified auditor and in a manner prescribed in writing by DNREC. The purpose of the Energy Audit will be to identify the most cost effective weatherization measures to be taken to maximize energy efficiency in the dwelling.
3. CONTRACTOR shall select weatherization measures according to priorities prescribed by the DNREC, as identified in the program's policies and procedures manual.
4. CONTRACTOR shall review the recommended measures to assure that the measures are cost effective and produce work order(s). Except for work that is necessary for the health and safety of the client, weatherization measures shall only be undertaken for the purpose of energy efficiency.
5. CONTRACTOR shall select a qualified subcontractor(s) from its pool of available subcontractors to conduct the various weatherization measures listed in the order to proceed to weatherization work.
6. CONTRACTOR shall select a subcontractor for each job from the pool of available subcontractors based on cost, competency with the specific measures, and past performance.
7. CONTRACTOR shall utilize a competitive procurement process in order to repair or replace major mechanical equipment, such as furnaces. The CONTRACTOR shall request quotes from three local vendors who have been pre-qualified through a competitive RFP process for each major appliance to be purchased and maintain records documenting its requests. (For example, CONTRACTOR shall fax furnace specifications to three pre-qualified local vendors. The case file should contain a record of the resulting quote from each, or a note that no bid was received.) CONTRACTOR shall cease requesting quotes from local vendors who fail to respond to quote requests.
8. CONTRACTOR shall work with the program client to educate the client with respect to weatherization work including explaining its costs and benefits and the client's responsibilities (for example the need to change furnace filters). Throughout the process, the CONTRACTOR will act as a liaison between the family and the weatherization subcontractor.
9. CONTRACTOR shall coordinate client services in partnership with other appropriate agencies, including the Housing Authority programs, in the CONTRACTOR's service area.
10. CONTRACTOR shall assure that job monitoring, interim inspections and final inspections are conducted by a qualified Inspector to ensure the quality of the weatherization work.
11. CONTRACTOR shall not pay for weatherization work until the unit passes a final inspection except in the case of the installation of mechanical systems or appliances. In the case mechanical systems or appliances are installed in addition to other weatherization work, a provider may be paid for that work prior to completion of the remaining weatherization, but only after the mechanical system or appliance passes a successful interim inspection.

F. WORK STANDARDS

1. CONTRACTOR shall ensure that all weatherization work activities are conducted in compliance with accepted standards of workmanship as prescribed by the weatherization program field guide and policies and procedures.
2. CONTRACTOR and its subcontractors shall utilize work standards and practices identified in training and technical assistance presented by the DNREC or the USDOE in all weatherization work.

G. LEAD SAFE WORK PRACTICES

1. CONTRACTOR shall ensure that its subcontractor(s) utilize lead safe work practices in homes built prior to 1978.
2. CONTRACTOR shall carry Pollution Occurrence Insurance as a part of its overall liability insurance coverage.
3. CONTRACTOR shall ensure that subcontractors comply with the Renovation, Repair and Painting (RRP) rule (40 CFR 745.80, Subpart E) requiring that certain types of work be conducted by an EPA Certified Renovator Firm. Where required under the regulation, the Subcontractor must assign a Certified Renovator for weatherization work in target housing with the responsibility to train non-certified workers and conduct lead swab testing in appropriate areas. The CR must also oversee work practices to ensure the use of lead safe work practices including proper dust barriers, dust minimizing work methods, dust cleanup practices, clearance and record keeping.
4. When applicable, CONTRACTOR shall employ an Environmental Protection Agency (EPA) Certified Renovator on-site and conduct weatherization work in a manner prescribed by EPA to protect the clients from lead dust and debris created at the job site.
5. CONTRACTOR shall ensure that its subcontractor(s) comply with applicable provisions of the Toxic Substances Control Act (15 U.S.C. § 2681 et seq.), and implementing regulations at 40 C.F.R. Part 745 and any other applicable state or federal regulations.

H. FEES PROHIBITED

CONTRACTOR and its subcontractors shall not impose any fees or accept any money from the recipients of any services provided through this contract except as explicitly authorized by DNREC.

I. PROGRAM INCOME

1. CONTRACTOR and its subcontractors shall not collect any money for weatherization services except allowable landlord contributions pursuant to the policies and procedures manual and Federal guidelines. Any landlord contributions are considered program income.
2. Any program income earned by CONTRACTOR from activities conducted with funds obtained through this Contract must be maintained and expended by CONTRACTOR in the program from which the funding was derived, and follow all relevant federal and state rules and regulations regarding program income.
3. CONTRACTOR shall maintain and provide to DNREC an accounting of all program income earned as a result of funds being provided through this contract.
4. CONTRACTOR shall follow written policies for the collection of landlord contributions which are to be treated as program income.

J. DATA COLLECTION REQUIREMENTS

1. CONTRACTOR shall maintain a computerized master database of all weatherized dwellings by client name and by address. The database will track each dwelling according to: units by type; units by heating source; income by % of poverty; Income by dollars; by age, by race; by ethnicity; denials; denials by % of income; denials by income; measures installed; cost per measure; name of subcontractor(s); date Invoice was submitted; program that the measure was charged to; date of final inspection; total cost of project; and other variables as required by DNREC.

2. CONTRACTOR shall maintain a computerized master tracking system of all of the training hours, training modules, and training activities conducted through their T&TA funding and attended by their staff.
3. CONTRACTOR shall use the new statewide Weatherization database and shall transfer all information from the master spreadsheet to the Weatherization database at the time of its implementation

K. REPORTING REQUIREMENTS

1. CONTRACTOR shall collect and provide production, demographic and financial statistical information from each person who applies for Delaware Weatherization Assistance (or from each person receiving assistance) in accordance with all federal and state requirements and in a format and time frame determined by the DNREC.
2. CONTRACTOR shall ensure that its subcontractors provide the production, demographic and financial statistical information needed for its reporting to the DNREC.
3. CONTRACTOR shall submit a monthly report to DNREC that includes, but is not limited to: dwelling units Audited during the reporting period, by name and by client number; the measures installed and cost per measures for each dwelling unit; the total cost for each dwelling unit; dwelling units receiving final inspections; the names of the subcontractors that completed the work; names of subcontractors called back to remedy poor work; number of days between Audit and Final Inspection; number of days between invoice (after final inspection) and payment to the subcontractor.

L. PROGRAM MONITORING

1. Pursuant to DOE Guidance WPN 11-1, Section 4, DNREC shall conduct at least one on-site comprehensive monitoring inspection each year.
2. CONTRACTOR and its employees, officers, board members, and subcontractors shall cooperate in all monitoring reviews, audits, or inspections conducted by authorized representatives of DNREC or the USDOE.
3. Within 30 days of the exit interview from a DNREC monitoring visit to the CONTRACTOR, DNREC will provide a written monitoring report to CONTRACTOR which will contain findings, concerns, suggestions and/or specific directions for corrective action by CONTRACTOR. In the event that DNREC requires specific corrective action, CONTRACTOR shall undertake corrective actions as soon as possible and in event later than 45 days and shall within 45 days from the receipt of the monitoring report, respond in writing detailing the corrective actions taken by the CONTRACTOR.
4. If CONTRACTOR fails to comply with DNREC's specific directions for corrective action, DNREC may treat the failure to comply as a breach of this contract for cause. In the case of a dispute over corrective actions, the DNREC and CONTRACTOR will meet at the earliest convenience to resolve the issue(s) in question. However, DNREC has the final decision concerning disputes over corrective action with regard to the weatherization program.

L. MBWE

1. CONTRACTOR shall make efforts to utilize small businesses, minority-owned firms, and women's business enterprises, to the fullest extent possible.

2. CONTRACTOR shall ensure that information on upcoming contract bid opportunities is made available to small businesses, minority-owned firms and women's business enterprises.
3. CONTRACTOR shall consider whether small businesses, minority-owned firms and women's business enterprises are a part of a bid when choosing a subcontractor.

M. RELIGIOUS ACTIVITIES

1. CONTRACTOR's activities conducted with funding obtained through this contract shall be non-sectarian in nature.
2. CONTRACTOR shall not include religious activities in any activities to be conducted in providing weatherization services.

N. POLITICAL ACTIVITY

1. CONTRACTOR shall not use and certifies that it shall not use any funding provided by DNREC through this contract to further any type of political or voter activity.
2. CONTRACTOR shall comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

O. DRUG-FREE WORKPLACE CERTIFICATION

1. CONTRACTOR shall make a good faith effort to provide and maintain a drug-free workplace.
2. CONTRACTOR shall give written notice to the DNREC within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in CONTRACTOR's workplace.

P. LOBBYING ACTIVITIES

CONTRACTOR shall not expend any funds, directly or indirectly, to influence congressional action on any legislation or appropriation matters before Congress other than to communicate to Members of Congress as described in 18 U.S.C. § 1913.

Q. DEBARMENT AND SUSPENSION

1. CONTRACTOR certifies, by entering into this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal or State department or agency.
2. The term "principal" for purposes of this contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of CONTRACTOR.

R. HISTORIC PRESERVATION

1. CONTRACTOR shall notify DNREC of any historic properties or sites that are listed on or eligible for listing on the National Register of Historic Preservation prior to any expenditure of weatherization program funds.
2. CONTRACTOR shall cooperate with DNREC to comply with Section 106 of the National Historic

Preservation Act and to coordinate compliance with the DNREC and the State Historic Preservation Officer (SHPO) as set forth in 36 C.F.R. Part 800 and consistent with DOE's 2009 Letter of Delegation of Authority of February 11, 2010 on Historic Preservation.

S. TRAINING AND TECHNICAL ASSISTANCE (T/TA)

1. CONTRACTOR shall participate in training and technical assistance programs required by the DNREC.
2. CONTRACTOR shall require that its subcontractors participate in training and technical assistance required by the CONTRACTOR and the DNREC.
3. CONTRACTOR shall spend any training and technical assistance funds in a manner to assure that CONTRACTOR's staff and subcontractor personnel are fully knowledgeable of the weatherization program administration and implementation.
4. CONTRACTOR shall comply with DNREC (State of Delaware) travel reimbursement policies, including for mileage, airfare, lodging, and per diem for any travel costs.
5. CONTRACTOR shall not spend any funds for training or travel expenses without obtaining prior written DNREC approval.