



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

## **State of Delaware**

### **Residential Weatherization Subcontractors**



*Weatherization  
Works*

### **Request for Qualifications**

### **SOLICITATION No. NAT12004-WAPSUB**

*August 13, 2012*

**- Deadline to Respond -  
September 10, 2012**

Date: August 13, 2012

**SOLICITATION NO. NAT12004-WAPSUB**

ALL RESPONDENTS:

The enclosed packet contains a "REQUEST FOR QUALIFICATIONS" for Residential Weatherization Subcontractors. The solicitation consists of the following documents:

REQUEST FOR QUALIFICATIONS - SOLICITATION NO. NAT12004-WAPSUB

- I. Introduction
- II. Scope of Work
- III. Submission of Qualifications
- IV. Format For Submissions
- V. Qualifications Evaluation Procedures
- VI. Mandatory Pre-Bid Meeting
- VII. Definitions and General Provisions
- VIII. Solicitation Reply Section & Attachments
  - a. Attachment 1 – No Proposal Reply Form
  - b. Attachment 2 – Non-Collusion Statement
  - c. Attachment 3 – Exceptions
  - d. Attachment 4 – Company Profile and Capabilities
  - e. Attachment 5 – Confidentiality and Proprietary Information
  - f. Attachment 6 – Business References
  - g. Attachment 7 – Office of Minority and Women Business Enterprise Certification Application
  - h. Appendix A – Delaware WAP Price List

In order for your submission to be considered, the Solicitation Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the solicitation number and vendor name by **Monday, September 10, 2012 at 3:00 p.m. EDT** in order to be considered.

**Qualifications submissions must be mailed or hand delivered to:**  
**Division of Energy & Climate**  
**Weatherization Assistance Program**  
**Attn: Residential Weatherization Subcontractors RFQ**  
**NAT12004-WAPSUB**  
**1203 College Park Drive, Suite 101**  
**Dover, DE 19904**

Please review and follow the information and instructions contained in the General Provisions and this Request for Qualifications. Should you need additional information, please call Ms. Dominique Baron at 302-735-3359 or email [Dominique.Baron@state.de.us](mailto:Dominique.Baron@state.de.us).

## I. INTRODUCTION

### A. INFORMATIONAL OVERVIEW

The Department of Natural Resources and Environmental Control, Division of Energy and Climate (DNREC) administers the Weatherization Assistance Program (WAP) through one or more “Subgrantees”, hereinafter referred to as Local Weatherization Providers, or LWP(s), in each of the State's three counties. The WAP is made possible through various sources of funding, which are coordinated at the state level in Delaware by DNREC. 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 weatherization program is designed to maximize the 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.

This Request for Qualifications (RFQ) is being released by DNREC, on behalf of the Local Weatherization Provider(s) (LWP(s)) that will oversee the local implementation of the WAP in each of Delaware’s three counties. DNREC is the state administrator of funds for the Weatherization Program in the State of Delaware. The LWP(s) for the upcoming program year are in the process of being chosen by a separate Request for Proposal process currently underway by DNREC. Once selected by DNREC later this summer, LWP(s) will administer the program as outlined in the WAP Manual found at <http://www.dnrec.delaware.gov/energy/services/otherservices/Pages/WAP-HomeF.aspx>

This RFQ is designed to solicit and gather qualifications and expressions of interest from qualified contractors to work in the program. **DNREC will not be choosing weatherization subcontractors under this RFQ, but is instead releasing this RFQ on behalf of LWP(s) yet to be selected.** Once LWP(s) are selected by DNREC, the LWP(s) will be provided with the submission of qualifications received through this RFQ and will choose among the qualified contractors responding to this RFQ.

The LWP(s) will then contract with subcontractors demonstrating in their proposal that they have the capacity to perform the range of weatherization measures, in conformance with program rules, and with proper workmanship, effectiveness and accountability. **The contract will be between the LWP(s) and the subcontractors. There will be no contractual relationship between subcontractors and the State.** This RFQ calls for submissions that detail experience, qualifications, and resources that reflect a Respondent’s ability and willingness to provide effective workmanship within the costs allocated for services.

### B. PURPOSE

The State of Delaware Weatherization Assistance Program (WAP) seeks on behalf of its LWP(s) to obtain sealed qualifications for residential subcontractors to perform a range of weatherization measures on the homes of eligible low-income Delawareans throughout the State. The LWP(s) administers the

Weatherization Assistance Program for the State of Delaware, for the benefit of low-income households in Delaware. This Request for Qualifications (RFQ) includes references to 10 CFR Part 440 with which respondents should be familiar. The State will not be the entity entering into contracts with successful respondents.

A significant part of the local administration of the weatherization program deals with the selection and utilization of subcontractors 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(s) be chosen through the a process that takes into consideration the requirements of state and federal regulations. The success of the LWP(s) largely depends on the initial selection of Residential Weatherization Subcontractors, selected using this RFQ, as well as the LWP ongoing handling of the subcontractors who actually perform the weatherization work.

It is the goal of this Request for Qualifications to identify qualified subcontractors that have the capacity to perform the range of weatherization measures necessary to meet the needs of the Weatherization Assistance Program in each of the three Delaware counties. The LWP(s) will execute a contract with selected subcontractors who will complete the weatherization of homes in conformance with program rules, and with proper workmanship, effectiveness and accountability.

#### **C. SEALED QUALIFICATIONSS**

It has been determined that this solicitation be offered as a request for sealed qualifications. The use of sealed qualifications is necessary to identify qualified subcontractors. The Weatherization Assistance Program uses a Price List to set costs associated with the completion of weatherization services. Therefore, factors other than cost will be used in the selection of residential subcontractors. These criteria are outlined in detail in Section V. Qualifications Evaluation Procedures of this document.

#### **D. GRANT REQUIREMENTS**

Grant awards will be issued by the WAP LWP(s) to Residential Weatherization Subcontractors that demonstrate in their proposal that they have the capacity to perform the range of weatherization measures, in conformance with program rules, and with proper workmanship, effectiveness and accountability. This RFQ calls for submissions that detail experience, qualifications, and resources that reflect a Respondent's ability and willingness to provide effective workmanship within the costs allocated for services as shown in the WAP Price List attached to this RFQ as Appendix A.

Respondents that demonstrate the greatest capacity to provide the required residential weatherization services and that meet the criteria listed below will be considered for an award of the contract by the LWP(s). Respondents must meet one or more of the criteria listed below and provide evidence of:

- The Respondent's demonstrated knowledge and experience in providing the specific weatherization measures for which the proposal is made;

- The extent to which the submission demonstrates the Respondent's capability to provide whole house building shell work, as bid;
- The Respondent's demonstrated capability to provide comprehensive mechanical systems work, as bid;
- The Respondent's demonstrated capability to provide energy audits and inspections, as bid;
- The Respondent's organizational, financial and personnel resources to be devoted to the weatherization work under the contract; and
- The Respondent's specific weatherization program training background, licenses and certifications as applicable to the weatherization work being bid.

**E. MULTIPLE SOURCE AWARD**

It is anticipated that more than submission of qualifications will be forwarded to LWP (s) for consideration. The Local Weatherization Provider(s) reserves the right to contract with more than one entity. The basis for such selection shall be based on the findings of the Weatherization Assistance Program and the LWP(s) that the use of multiple Residential Weatherization Subcontractors will result in a more efficient and higher quality Weatherization Program.

**F. CONTRACT PERIOD**

Each contract issued by the LWP (s) shall be valid for a period to be determined by the LWP(s) but in no case shall be less than an initial period of one year. **The contract will be between the LWP(s) and the subcontractors. There will be no contractual relationship between subcontractors and the State.** The contract may be renewed at the discretion of the LWP(s) for additional periods through an extension of terms or negotiation between the Residential Weatherization Subcontractor and the LWP(s). Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement. Selected Respondents will be subject to annual performance reviews and termination provisions should the selected subcontractors fail to perform as expected. The LWP(s) reserves the sole right to offer the option to extend the period of the contract, as necessary to meet the needs of the Weatherization Program.

Contracts between LWP's and subcontractors are expected to be in place following selection of the LWP's later this summer and immediately following the contract start date for the grant between DNREC and the LWP(s), which is anticipated to be October 1, 2012.

**G. KEY RFQ DATES/MILESTONES**

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

RFQ Timeline (expected):

<b>Activity</b>	<b>Due Date</b>
<b>RFQ Advertisement &amp; Availability to Vendors</b>	August 13, 2012
<b>Written Questions Due No Later Than (NLT)</b>	August 20, 2012 at 4:00 p.m. EDT
<b>Written Answers Due/Posted to Website NLT</b>	August 27, 2012
<b>Submission of Qualifications Due NLT</b>	September 10, 2012 at 3:00 p.m. EDT
<b>Public Submission of Qualifications Opening</b>	September 10, 2012 at 3:30 p.m. EDT
<b>Anticipated Notification of Qualified Listing</b>	September 24, 2012

**The contract will be between the LWP(s) and the subcontractors. There will be no contractual relationship between subcontractors and the State.**

#### **H. INQUIRIES & QUESTIONS**

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

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFQ must be received in writing by **Monday, August 20, 2012 at 4:00 p.m. EDT**. All questions must make specific reference to the section(s) and page numbers from this RFQ where applicable. Oral explanations or instructions will not be binding. All questions will be answered in writing by Monday, August 27, 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>.

#### **I. RFQ DESIGNATED CONTACT**

All requests, questions, or other communications about this RFQ 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, or Local Weatherization Provider(s) 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 RFQ designated contact.

**Ms. Dominique Baron  
Weatherization Assistance Program  
Attn: Residential Weatherization Subcontractor RFQ  
NAT12004-WAPSUB  
1203 College Park Drive, Suite 101  
Dover, DE 19904**

[dominique.baron@state.de.us](mailto: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 may also be used.

**J. CONTACT WITH STATE AND/OR LOCAL WEATHERIZATION PROVIDER(S) EMPLOYEES**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFQ is expressly prohibited without prior consent. Direct contact with employees of the Local Weatherization Provider(s) is likewise prohibited without prior consent. Respondents directly contacting State of Delaware or LWP(s) employees risk elimination of their submissions 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**

DNREC will administer the Weatherization Assistance Program through a Local Weatherization Provider(s) (LWP(s)) "Subgrantee" in each of the State's three counties. The weatherization program is designed to maximize the 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.

This Request for Qualifications (RFQ) is being released by DNREC, on behalf of the Local Weatherization Provider(s) (LWP(s)) that will oversee the local implementation of the WAP in each of Delaware's three counties. DNREC is the state administrator of funds for the Weatherization Program in the State of Delaware. The LWP(s) for the upcoming program year are in the process of being selected by a separate Request for Proposal process currently underway by the State of Delaware. Once selected by DNREC later this summer, LWP(s) will administer the program as outlined in the WAP Manual found online at <http://www.dnrec.delaware.gov/energy/services/otherservices/Pages/WAP-HomeF.aspx>

The LWP(s) will subcontract with companies demonstrating in their proposal that they have the capacity to perform the range of weatherization measures, in conformance with program rules, and with proper workmanship, effectiveness and accountability. **The contract will be between the LWP(s) and the subcontractors. There will be no contractual relationship between subcontractors and the State.** This RFQ calls for proposals that detail experience, qualifications, and resources that reflect a bidder's ability and willingness to provide effective workmanship at established costs as defined by the Weatherization Assistance Program Price List (found in Appendix A). The Respondents to this RFQ shall provide all equipment, materials and labor necessary to carry out the range of assigned weatherization measures. The resultant contracts will require the Subcontractors to work with the LWP(s) to insure the most

current state-of-the-art material and/or services are provided to participants in the Weatherization Assistance 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). 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 & 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 and LIHEAP funds.
- 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 Provider(s) 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 Provider(s) in providing weatherization services.

The local management of the Weatherization Program is carried out by Local Weatherization Provider(s), sometimes called "Subgrantee(s)," and referred to in this document as LWP(s). The WAP

is currently in the process of selecting the LWP(s) that will manage the program during the upcoming program year, beginning on October 1, 2012.

This Residential Weatherization Subcontractor RFQ (NAT12004-WAPSUB) is being issued on behalf of the Local Provider(s) that will be chosen by DNREC pursuant to the Local Weatherization Provider Request for Proposal (NAT12003-WAPLOCAL) currently underway. Upon the selection of the Local Provider(s) for the weatherization program, the LWP(s) will be responsible for selecting the Subcontractors that will make up the Contractor Pools for the weatherization program. DNREC will not be making those selections.

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

### **C. STATEMENT OF NEEDS**

This RFQ calls for submissions from qualified subcontractors that detail experience, qualifications, and resources that reflect a bidder's ability and willingness to provide effective workmanship at established costs. Measures called for in an individual unit will be determined by an energy audit conducted by a qualified auditor. The audit recommendations will result in a job work order issued by the LWP(s) to the subcontractor(s) assigned to the job. Funds, averaging \$6,500 per structure, are available to address conditions identified in an energy audit and to help weatherize owner-occupant homes.

Respondents that demonstrate the greatest capacity to provide the required residential weatherization services and that meet the criteria listed below will be considered for an award of the contract by the LWP(s). Respondents must meet one or more of the criteria listed below and provide evidence of:

- The Respondent's demonstrated knowledge and experience in providing the specific weatherization measures for which the proposal is made;
- The extent to which the submission demonstrates the Respondent's capability to provide whole house building shell work, as bid;
- The Respondent's demonstrated capability to provide comprehensive mechanical systems work, as bid;
- The Respondent's demonstrated capability to provide energy audits and inspections, as bid;
- The Respondent's organizational, financial and personnel resources to be devoted to the weatherization work under the contract; and
- The Respondent's specific weatherization program training background, licenses and certifications as applicable to the weatherization work being bid.

#### **1. CONTRACTOR POOLS**

The Delaware Weatherization Program classifies subcontractors into three subcontractor pools: 1) the Energy Auditor/ Inspector Pool, 2) the Building Shell or Installation Pool, and 3) the Mechanical Services Pool. Entities who are selected from this RFQ procurement process then serve as subcontractors in the program and are drawn from each pool by the Local Provider(s) for individual job assignments. When the individual residential unit comes up for assignment, the LWP(s) will

compare the measures called for on the work order to the contractor pool and choose the most appropriate subcontractor for the job. The LWP(s) 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. LWP(s) are also permitted to re-bid all or part of the job from among the applicable pool if it is in the best interests of the program and/or the client. To ensure that all of the weatherization work has been properly carried out, payment for an individual job is dependent on all work passing a Final Inspection under an established inspection protocol as conducted by a qualified inspector.

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.

While LWP(s) are expected to have multiple subcontractors available in each pool to conduct weatherization activities, the number of contractors to be selected in each pool will be limited by the funds available to the program, the number of units able to be weatherized, whether LWP's elect to provide services via in-house staff, the qualifications of respondents, the expected seasonal or variable demand for program services, and other factors.

**a. Energy Auditors and Inspectors Pool**

The weatherization process begins with a comprehensive Energy Audit to identify the ways in which the housing unit and its systems are wasting energy, looking for problems that range from straightforward energy leaks to complex heating and ventilation system malfunctions. Using advanced diagnostic techniques, a trained energy auditor identifies actions needed in three basic areas on each unit.

- i. Health and safety measures that will ensure the safety and security of the occupants of the unit (and of the weatherization personnel working in a home).
- ii. General heat waste reduction measures that will increase energy efficiency of the dwelling and reduce the family's energy burden.
- iii. Energy education to provide information and tools to the family that they need to protect the weatherization materials installed. Education also offers clients the ability to actively participate in saving energy in their homes.

Energy Auditors and Inspectors analyze a unit to determine what cost effective measures are needed and to ensure that the measures called for are properly completed. Contracts for the audit/ inspection functions will identify any and all individuals performing on-site work who shall be certified as Building Analysts by the Building Performance Institute and who demonstrate the knowledge and experience needed to ensure the quality and effectiveness of the weatherization work.

LWP's who have staff members trained and certified to conduct audits or final inspections may elect to choose fewer subcontractors to serve as auditors or inspectors and instead elect to

complement their existing staff with subcontractors who can serve to meet varied or high demand or to provide auditing services on an infrequent or periodic basis. The number of auditors and inspector subcontractors that a LWP may engage in contract will depend on the needs of the program.

**b. Building Shell or Installation Pool**

Building Shell Weatherization measures are designed to result in the optimum volume of air exchanged throughout the weatherized unit using prescribed air sealing techniques and guided by pressure diagnostic methods. Such measures include traditional weatherization measures such as weather stripping and caulking. (Actual window and door replacement is done on a very limited basis). Also, insulation levels are raised to optimum R-values using the techniques and materials appropriate to the locations in the individual residential unit structure. Contracts will be awarded based on the company's demonstrated capacity to perform building shell measures using accepted, standard tools and methods.

Building Shell Weatherization Measures include:

- i. Insulation installation;
- ii. Pressure diagnostic directed air sealing;
- iii. Window and door repair and limited replacement;
- iv. Reflective roof coating.

**c. Mechanical Services Pool**

Weatherization Mechanical Services work with the home's mechanical heating systems, furnaces and water heaters along with connected electrical, gas and duct systems to ensure their efficient and safe function. In most instances, such equipment will be cleaned and tuned, with other repairs made as needed to optimize performance in the unit. In some circumstances, replacement units may be an eligible weatherization activity under Health & Safety standards. Such cases will be bid on a job-by-job basis among the pool of mechanical services subcontractors. Contracts will be awarded based on the company's demonstrated capacity to maintain, repair or install mechanical systems.

Mechanical Repair & Maintenance Weatherization Services Include:

- i. Testing and repair of heating sources, duct work, and related measures;
- ii. Standard "clean and tune" of the heating sources, combustion appliances;
- iii. Testing and repair of water heater, flue venting, heating elements, flush & drain, and related measures;
- iv. Limited replacement of heating sources, duct work, and related equipment;
- v. Limited replacement of water heaters and related parts.

**D. PRODUCTION WORKFLOW**

The Local Provider has the responsibility of determining the weatherization services to be implemented with each eligible unit. The first step is to order an audit by a qualified Energy Auditor, assigned from the Energy Auditors and Inspectors pool of subcontractors or provided by a staff auditor employed by the LWP(s). Once the written audit report is complete, the Local Provider is responsible for formulating a Work Order; the Work Order must be based on the audit results, the auditor's recommended measures and the funds available for that unit. The Work Order measures are next assigned to appropriate subcontractors from the available subcontractor pools.

As the weatherization work progresses, it is monitored by the LWP to ensure the work is completed in conformance to program standards and within the agreed upon schedule. Once the subcontractor has pronounced the work complete, the LWP schedules a Final Inspection of the work to be conducted by a qualified inspector (auditor) from the subcontractor pool. After the work passes Final Inspection, the LWP approves and pays subcontractor invoices in accordance with WAP policies and procedures.

The volume of work assigned to any one subcontractor will be determined through negotiations between the Local Provider and the subcontractor predicated on the subcontractor's capacity to complete the work in the time stipulated, and the quality of workmanship demonstrated by the work completed in previous units.

## **E. DETAILED REQUIREMENTS**

This section reviews some of the significant requirements that will be a part of the selected bidder's contract. The bidder's submission of qualifications are to include the materials, tools and special equipment required for the weatherization work being proposed.

### **1. FISCAL ACCOUNTABILITY**

Subcontractors are required to maintain strict accountability for the costs billed to the weatherization program. Subcontractor books, records, documents and other evidence must be set up in a way that follows generally accepted accounting principles, using procedures and practices which sufficiently and properly reflect all costs attributed to each service provided. Subcontractors will be required to submit invoices in the form required by the LWP(s) and the Weatherization Assistance Program.

### **2. WORKMANSHIP STANDARDS**

Weatherization work must meet the workmanship standards of the weatherization program. These standards are established by the WAP and detailed in several sources. Respondents should become familiar with these sources when constructing their proposals. Sources include the *Delaware Weatherization Assistance Program Field Guide* and the *Delaware Weatherization Assistance Program Policies & Procedures Manual*; both are available online at the Weatherization Assistance Program's home page: [http://www.dnrec.delaware.gov/energy/services/otherservices/Pages/WAP-Docs\\_F.aspx](http://www.dnrec.delaware.gov/energy/services/otherservices/Pages/WAP-Docs_F.aspx). Program standards and protocols may be altered by subsequent Delaware Program Notices, which take precedence.

Workmanship standards include the:

- Use of qualified and trained personnel to conduct weatherization work;
- Use of generally accepted weatherization protocols, methods, techniques and tools;
- Installation of prescribed materials, parts and equipment; and,
- Weatherization work conducted in a safe and healthy work environment.

Also important are the numerous sources cited by the U.S. Department of Energy (DOE) for weatherization work standards in the federal regulations at 10 CFR 440, Appendix A: "Standards for Weatherization Services." The code of federal regulation (CFR) is available on numerous websites by searching for 10 CFR 440.

### **3. CLAIMS**

Subcontractors shall submit invoices to the LWP within five (5) days of the completion of work. The LWP will make payment within thirty (30) days upon the subcontractor's submission of an acceptable invoice and other required documents; but, only after the completed unit has passed the Final Inspection.

No claim will be paid, nor should one be submitted for reimbursement, for any work performed by the subcontractor which is outside of the measures set forth by the LWP's work order, without a prior, written modification of the order.

No claim will be paid, for any work performed by the building shell subcontractor, until such time as a Final Inspection has been performed and the LWP has issued a written determination that the work has been performed in a satisfactory manner.

The subcontractor will not be paid for unsatisfactory work or work which does not meet the minimum workmanship standards set by the LWP, DNREC and DOE.

The subcontractor must maintain the required documentation for each individual job order, by job order number, and cross referenced with the client name and the address of the weatherized unit.

To be paid, a valid claim must include the forms required by the LWP, including the following:

- Subcontractor invoice with a cost breakdown of labor and materials including original receipts for materials purchased;
- A copy of the original work order and any work order modification approved by the LWP;
- Any additional forms that the LWP or the DNREC may require to document the work results; and,
- The WAP Price list.

### **4. RECORDS AND REPORTING**

Subcontractors will be required to keep a file detailing the weatherization work completed on each unit, the employees conducting the work and the costs billed for each unit.

Subcontractors will be required to report certain statistical and financial information regarding the weatherization work performed. Such overall reporting includes, but is not necessarily limited to, documentation of the weatherization work performed, documentation of materials costs, employee time records, and employee wage and pay records.

Subcontractors will be required to document employee participation in certain required training programs.

Subcontractors will be required to maintain strict accountability for the costs billed to the program. Subcontractor books, records, documents and other evidence must be set up in a way that follows generally accepted accounting principles, using procedures and practices which sufficiently and properly reflect all costs attributed to each service provided.

All labor and materials must be clearly identifiable in each unit weatherized. All claimed costs must be linked directly to weatherization activities performed on a specific job and identifiable by the work order, case name, address and the job order number assigned by the Contractor.

Subcontractor will be required to retain records for no less than three (3) years after the close of the contract period. Records must be made available, upon request, to the LWP, DNREC, and DOE or to any other duly authorized state or federal entity, for the purpose of a fiscal review or an audit, as required.

Subcontractors are prohibited from using client records for any purpose other than those directly related to the Weatherization Assistance Program.

## **5. ENERGY AUDIT**

The results of the Energy Audit will be used by the LWP(s) to design a work order for the unit. Weatherization work will strictly follow the work order which is based on the Energy Audit. Changes in the work order may only be made with the express written approval of the LWP. (The energy audit proposal is made on a different form than the proposal for regular weatherization services).

## **6. PERFORMANCE OF WORK**

Subcontractors must furnish work crews with competent and qualified staff (both supervisory and crew worker personnel). Shell contractors must have a Supervisor at the work site at all times.

Subcontractors will be required to complete units within the time frame established with the LWP(s). Any anticipated delays in this time frame on the part of the contractor should be communicated to LWP(s) prior to accepting work assignment.

Subcontractors will be required to guarantee the life of all materials and the work performed, for normal wear and tear, for a period of one (1) year from the date the unit passes the Final Inspection.

All weatherization work must be properly permitted and completed in conformance to applicable building and other codes. Subcontractors must be aware of and conform to local zoning codes.

Subcontractors must also comply with all Historic Preservation requirements.

## **7. TRAINING REQUIREMENTS**

Proper training is the key to a successful and productive weatherization program. The Delaware Weatherization Assistance Program has implemented an aggressive training program that places specific training requirements on the LWP(s) and its subcontractors. Available and relevant training ensures that weatherization measures are applied efficiently, consistently and with a high standard of workmanship. Training and Technical Assistance (T&TA) activities will guarantee that the program maximizes energy savings, minimizes production costs, improves quality of work and eliminates mismanagement.

A company with better trained employees may be given more job assignments. Subcontractors whose work fails to meet the quality standards and training requirements of the program will be at risk of receiving less work and even contract termination.

In some cases, bidders may qualify for the subcontractor pool with specific types of job assignments contingent on receiving specific training in other areas of weatherization services so that they can become more comprehensive in providing weatherization services.

## **8. INSURANCE**

Respondents must submit proof of insurance with their submissions. The Subcontractor will be required to indemnify the Contractor and DNREC against claims pursuant to its work under the contract; provide standard liability insurance; and, provide insurance coverage for pollution occurrence.

Subcontractors will be required to maintain Workman's Compensation and Unemployment Compensation insurance, as required by law. Additional insurance requirements of a Residential Weatherization Subcontractor under the WAP are listed in section 17. Mandatory Insurance Requirements, found in the General Provisions section of this RFQ.

## **9. LEAD SAFE WORK PRACTICES**

Selected Respondents will be contractually required to comply with the EPA Renovation, Repair and Painting (RRP) rule requiring that certain types of work be conducted by an EPA Certified Renovator Firm. Where required under the regulation, the firm must assign a Certified Renovator (CR) 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.

The selected Respondent will also be required to comply with all laws and regulations of the State of Delaware regarding lead safety to protect both weatherization workers and the families for which the work is done.

If effective precautions are not possible in the weatherization work practices, the LWP(s) may defer the job until lead hazards are abated. The cost of lead remediation is not within the scope of the weatherization program

#### **10. ASBESTOS**

Necessary permits as required by the EPA or the State of Delaware must be obtained prior to beginning work where asbestos is present. Any ducts containing asbestos must be sealed in place as required to prevent asbestos dust from being distributed. Any items containing asbestos that must be removed must be done so in compliance with relevant regulations.

If effective precautions are not possible in the weatherization work practices, the LWP(s) may defer the job until asbestos hazards are abated. The cost of asbestos removal is not within the scope of the weatherization program.

#### **11. SUBCONTRACTOR REWORK**

WAP subcontractors are responsible for all damages resulting from improper installation of weatherization materials and/or mechanical systems. The LWP(s) is charged with accounting for all corrective measures necessary to bring the unit(s) into compliance.

Subcontractors will be required to conduct additional work at the firm's own expense on a job that has been reported as "complete" by the subcontractor but does not pass the LWP's Final Inspection, due to inadequate workmanship or the use of substandard materials by the subcontractor. In such an instance, a \$50 re-inspection fee will be charged to the subcontractor to cover costs of an additional Final Inspection of the additional work.

An inordinate number of subcontractor reworks due to poor workmanship or inadequate material standards may result in a lesser volume of job assignments or other action, including possible termination of the contract.

#### **12. SUBCONTRACTOR ASSURANCES**

The successful Respondent to this RFQ must agree to the following assurances in signing the proposal:

- Respondent assures that weatherization services will be conducted using equipment and materials as approved by the LWP(s) and DNREC.

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control

- Respondent assures that all weatherization measures will be conducted using standard weatherization industry work practices approved by the LWP and DNREC.
- Respondent assures that its weatherization employees will participate in technical training required by the LWP(s) and DNREC to ensure the consistency and quality of weatherization services.
- Respondent assures that it will comply with weatherization measures in the work order, including all drawings, plans and specifications determined by the LWP(s) based on the Energy Audit and any future work priorities set forth in weatherization policies.
- Respondent agrees to maintain all certifications and licenses required by the state, the locality, the LWP(s) or DNREC.
- Respondent assures that all subcontracted work will be properly permitted and completed in conformance to applicable building and other state and local codes.
- Respondent assures that the company will conform to local zoning codes.
- Respondent assures that it will cooperate with the LWP(s) in order to comply with Historic Preservation requirements.
- Respondent agrees to provide proof of insurance and bonding in types and amounts required by the LWP(s) and DNREC.
- Respondent agrees to maintain Workman's Compensation and Unemployment Compensation insurance as required by law.
- Respondent agrees to furnish the LWP(s) with evidence of adequate liability and other insurance coverage as required under this policy.
- Respondent assures that no claims for reimbursement will be submitted for work outside of the measures set forth by the LWP's work order, without prior, written approval for the modification of the order.
- Respondent assures that no claims for reimbursement will be submitted for reimbursement of any costs incurred for any work performed, until such time as the LWP(s) has performed a Final Inspection and has issued a written determination such work has been performed in a satisfactory manner.
- Respondent assures that all funds received for weatherization will be documented and accounted for and using generally accepted accounting principles.
- Respondent assures that the company will make available all records of weatherization work including testing results as required by the LWP(s) and DNREC.
- Respondent assures that no gifts, money, other financial remuneration, or gratuities from persons in the company have been provided to the LWP(s), the LWP's employees, officers, or other persons associated with the LWP(s).
- Respondent assures that the company does not discriminate against any applicants, staff, personnel, or clients on the basis of race, color, creed, religion, sex, age, national origin, disability or status as a Vietnam era veteran.
- Respondent assures that it is not debarred or suspended from doing business under any federal or State of Delaware grants.
- Respondent agrees to provide criminal background checks for all employees working in the Weatherization Assistance Program.
- Respondent agrees to provide a drug free job site and workplace.

### **III. FORMAT OF SUBMISSION OF QULAIFICATIONS**

#### **A. INTRODUCTION**

This section prescribes the mandatory format for the presentation of a submission in response to this RFQ. Each Respondent must provide every component listed in the order shown in this RFQ, using the format prescribed for each component. A submission may be rejected if it is incomplete or conditional.

#### **B. RESPONSE**

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

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

Bidder's submission must respond to each and every requirement outlined in the RFQ criteria in order to be considered responsive. Proposals must be clear and concise.

#### **C. NON-CONFORMING SUBMISSIONS**

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

#### **D. CONCISE SUBMISSIONS**

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

#### **E. COVER LETTER**

Each submission 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 RFQ. The cover letter must include the name and contact information (including physical address, telephone number and email address) for a representative of the Respondent who will serve as the primary contact for communications with the State or LWP(s). Additionally, the cover letter shall be signed by a representative of the Respondent who has the legal capacity to enter the organization into a formal contract with the LWP(s).

#### **F. TABLE OF CONTENTS**

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

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS**

Each submission must contain a statement concerning which contractor “pool” the bidder is proposing to furnish services within. If a bidder wishes to perform work assigned under more than one pool, the Respondent should be careful to fully explain all activities for each pool and must complete a separate Attachment 4 for each pool the respondent is interested in bidding.

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

**H. SAMPLES OR BROCHURES**

Samples or brochures may be provided for evaluation purposes. They shall be such as to permit the LWP(s) to compare and determine if the services offered comply with the intent of the specifications.

**I. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

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

**J. BID BOND REQUIREMENT**

Bid Bond Waived.

**K. PERFORMANCE BOND REQUIREMENT**

Performance Bond Waived.

**L. NUMBER OF COPIES WITH MAILING OF QUALIFICATIONS**

To be considered, all submissions must be submitted in writing and respond to the items outlined in this RFQ. The LWP(s) reserves the right to reject any non-responsive or non-conforming proposals. **Each submission of qualifications must be submitted with 5 paper copies and 1 electronic copy on CD or DVD media disk.** One of the paper copies shall be marked “Master Copy” and will contain original

signatures in all locations requiring a Respondents signature. The remaining copies do not require original signatures.

**M. DELIVERY OF SUBMISSIONS**

Submissions 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. Submissions forwarded by U.S. Mail shall be sent by either certified or registered mail to the address stated in this RFQ. Submissions forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable address also stated in this RFQ. All submissions must clearly display the solicitation number (**NAT12004-WAPSUB**) on the envelope. The submissions may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Division of Energy & Climate  
Weatherization Assistance Program  
Attn: Residential Weatherization Subcontractor RFQ  
NAT12004-WAPSUB  
1203 College Park Drive, Suite 101  
Dover, DE 19904**

Submissions must be received at the above address no later than **3:00 p.m. Eastern Daylight Time on Monday, September 10, 2012**. Any submission 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 submission shall not be disclosed as to be made available to competing entities during the negotiation process.

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

**N. SUBMISSION EXPIRATION DATE**

The submission shall remain valid until at least November 30, 2012, including any costs of services that may be included. DNREC and the LWP(s) reserve the right to ask for an extension of time if needed.

**O. WITHDRAWAL OF SUBMISSIONS**

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

**P. SUBMISSION MODIFICATIONS**

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

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

**Q. LATE SUBMISSIONS**

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

**R. ADDENDA TO THE RFQ**

If it becomes necessary to revise any part of this RFQ, 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 Qualifications.

**S. INCURRED EXPENSES**

Neither the State nor the LWP(s) will be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

**T. ECONOMY OF PREPARATION**

Submissions of qualifications should be prepared simply and economically, providing a straight-forward, concise description of the respondent's offer to meet the requirements of the RFQ.

**U. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their submission, and for examining this RFQ and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFQ, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the submission deadline. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective submission and exposure of

vendor's submission upon which award could not be made. All unresolved issues should be addressed in the respondent's submission.

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 qualifications submission.

**V. EXCEPTIONS**

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFQ by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's submission will not be considered. The Local Provider(s) will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to program requirements and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are included with the submission of qualifications or before the date and time of the submission opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

**W. BUSINESS REFERENCES**

Business references are to be provided via Attachment 6.

**X. DOCUMENT(S) EXECUTION**

All Respondents must complete and submit with their submission the Attachments listed below. The awarded Respondents will be presented with the final contract form for signature and seal, if appropriate. All these documents shall be executed by a representative who has the legal capacity to enter the Respondent into a formal contract with the LWP(s).

**Y. CONFIDENTIALITY**

All documents submitted as part of the Respondent's submission will be deemed confidential during the evaluation process. Respondent submissions will not be available for review by anyone other than the State of Delaware, WAP staff, and the LWP(s) or their designated agents. There shall be no disclosure of any respondent's information to a competing respondent prior to award of the contract.

The State of Delaware 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. Vendor(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.

Vendor(s) shall not include any information in their submission that is proprietary in nature or that they would not want to be released to the public. Submissions must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their qualifications without including proprietary information, they must adhere to the following procedure or their submission may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFQ 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 submission 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 Vendor 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.

## **Z. SUBMISSION ATTACHMENTS**

### **1. Non-Collusion Statement**

All Respondents must complete and submit with its submission the Non-Collusion Statement that is enclosed with this Request for Qualifications labeled as Attachment 2.

### **2. Exceptions**

Respondents may elect to take minor exception to the specifications, terms and conditions of this RFQ by completing Attachment 3. All exceptions **must** be listed on Attachment 3. Exceptions listed elsewhere in a Respondent's submission 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 program requirements and/or create inequality in the treatment of Respondents. Exceptions shall be considered only if they are included with the submission of qualifications or before the date and time of the submission 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**

W-9's shall be required by the LWP(s), as necessary.

**7. MBE/WBE/Veteran Certification**

Respondents should be certain to file Attachment 7 - Office of Supplier Diversity Application, if applicable.

**IV. SUBMISSION EVALUATION PROCEDURES**

The selection of weatherization subcontractors will take into consideration the many factors presented in the submission of qualifications. In some cases, bidders may qualify for the subcontractor pool for specific types of job assignments and may have less total points than other bidders offering more comprehensive services. Some of the considerations will include:

- The Respondent's demonstrated knowledge and experience in providing the specific weatherization measures for which the proposal is made.
- The extent to which the proposal demonstrates the Respondent's capability to provide whole house building shell work, as bid.
- The Respondent's demonstrated capability to provide comprehensive mechanical systems work, as bid.
- The Respondent's demonstrated capability to provide energy audits and inspections, as bid.
- The Respondent's organizational, financial and personnel resources to be devoted to the weatherization work under the contract.
- The Respondent's specific weatherization program training background, licenses and certifications as applicable to the weatherization work being bid.

**A. GENERAL ADMINISTRATION**

**1. RIGHT TO REJECT SUBMISSIONS**

The LWP(s) reserves the right to reject any or all submissions 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 WAP and the LWP(s). Vendors submitting qualifications may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit qualifications found to be reasonably likely to be selected for award. The contents of any submission shall not be disclosed so as to be available to competing Vendors 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 vendor.

**3. CONTRACTING PARTIES UNDER THIS RFQ**

**This RFQ process will not result in a contract with the State of Delaware.** Rather, if a Respondent or Respondents are chosen as Residential Weatherization Subcontractors for the Weatherization Assistance Program, the resulting contract will be awarded by the Local Weatherization Provider(s) that administers the Weatherization Program in the geographic area served by the Respondent.

This RFQ does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the selection of your organization to engage in further discussions and negotiations toward execution of a contract with the WAP LWP(s). The commencement of such negotiations does not, however, signify a commitment by the LWP(s) to execute a contract or to continue negotiations.

**4. FORMAL CONTRACT AND/OR PURCHASE ORDER**

No subcontractor of the LWP(s) is to begin any work prior to receipt of a Work Order signed by authorized representatives of the LWP(s) requesting the service.

**5. DELIVERY OF SUBMISSIONS**

Submissions 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. Submissions forwarded by U.S. Mail shall be sent by either certified or registered mail to the address stated in this RFQ. Submissions forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable address also stated in this RFQ. All submissions must clearly display the bid number (**NAT12004-WAPSUB**) on the envelope. The submissions may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Division of Energy & Climate  
Weatherization Assistance Program  
Attn: Residential Weatherization Subcontractor RFQ  
NAT12004-WAPSUB  
1203 College Park Drive, Suite 101  
Dover, DE 19904**

Submissions must be received at the above address no later than **3:00 p.m. Eastern Daylight Time on Monday, September 10, 2012**. Any submissions received after this date shall not be considered and shall be returned unopened. The proposing Respondent bears the risk of delays in delivery.

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

**6. PUBLIC OPENING OF SUBMISSIONS**

The submissions of qualifications shall be publicly opened on **Monday, September 10, 2012 at 3:30 p.m. EDT** at the offices of the:

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

Vendors or their authorized representatives are invited to be present, but are not required to be present, nor will their presence or absence impact the selection process whatsoever. Only the vendor's name and address will be read aloud during the bid opening process, and there will be no review of submissions at the opening.

**7. DISQUALIFICATION OF VENDORS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its submission or submissions:

- a. More than one submission for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the LWP(s) or State of Delaware.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the vendor is unwilling to abide by the prices provided in the Price List (Appendix A).
- f. 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.

**8. 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 LWP shall be final and binding.

**B. 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 vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

**C. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR**

The LWP(s) shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the solicitation.

**1. REJECTION OF INDIVIDUAL SUBMISSIONS**

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

- a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
- b. It is unacceptable; or
- c. It is otherwise not advantageous to the LWP(s) or the WAP.

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 vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:

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

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

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

**D. EVALUATION PROCESS**

Upon receipt of responses to this RFQ, DNREC will review the responses and prepare for the LWP(s) summary spreadsheets and information on each respondent so the LWP(s) can choose the subcontractors that will best meet their weatherization program needs.

The LWP(s) reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all submissions or portions of submissions received in response to this RFQ or to make no award or issue a new RFQ.

- Waive or modify any information, irregularity, or inconsistency in submissions received.
- Request modification to submissions from any or all vendors during the qualifications review and negotiation.
- Negotiate any aspect of the submission with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor. The basis for such selection shall be based on the findings of the Weatherization Assistance Program and the LWP(s), that the use of multiple Residential Weatherization Subcontractors will result in a more efficient and higher quality Weatherization Program.

## **E. QUALIFICATIONS OF THE RESPONDENT**

The purpose of this section is to assist the LWP(s) to determine the ability of the organization to provide the materials and services described in the application. Submissions in response to this RFQ should contain at a minimum the following information. This information will then be used to evaluate the respondents. When providing the information below, please refer to each of the five areas below for the pool or pools you are proposing to provide services.

### **1. EXPERIENCE**

- a. Please describe the length of time you have been engaged in weatherization activities. Please describe those activities and whether they were carried out in Delaware or elsewhere.
- b. Provide the number of weatherization jobs you have completed during the last 12 months and whether these jobs were done under a federally approved WAP program or outside a federally approved WAP program. Please also include a description of the type of work done.
- c. List three clients for whom you have completed contracted work in the past two years. Please provide the client name and contact information, specific job, and date of job.

### **2. EDUCATION & TRAINING**

- a. List education and training your company personnel and workers have received that is specific to energy audit/ inspection services, weatherization measures, HVAC measures, lead safe work practices or the building sciences. Include specific training titles, dates and job title of the participant(s), where training was received, and who conducted the training.
- b. List *currently active* certifications and licenses held by company personnel and workers specific to weatherization measures, HVAC measures, lead safe work practices, and the building sciences. Include specific certification or license titles, dates of certificates or licenses, and the job title of the employees holding them.

### **3. CREW CHARACTERISTICS & AVAILABILITY**

- a. Fully describe your weatherization workforce including the number of crews you are able to dedicate to Delaware's WAP. If an auditor/ inspector, state the number of qualified individuals in your firm.

- b. State the number of workers and ideal skills of each member of your work crew(s). Do not state here the names of crew members, but instead the size and general composition of your normal crew.
- c. Does your company require drug screening or background checks for its employees?

**4. HEALTH & SAFETY**

- a. Describe your knowledge of health and safety concerns common in Delaware's Weatherization program or weatherization work in general.
- b. Give three examples of common health and safety concerns in weatherizing homes and their remediation.

**5. TOOLS & EQUIPMENT**

- a. List equipment and tools, specific to the weatherization work you are proposing to conduct, which your company currently owns and with which your employees have expertise. Include make, model and age of items.
- b. Please describe how the tools and/or equipment is used in weatherization work.

**F. CRITERIA AND EVALUATIONS**

DNREC will, upon receipt of the RFQ responses, review responses and provide to the LWP(s) evaluation results for consideration in selecting subcontractors. The LWP(s) may accept DNREC's evaluations or re-evaluate the responses prior to making any decision.

The LWP(s) may use other information, including any prior work experience with the Weatherization Assistance Program in choosing subcontractors.

**G. REFERENCES**

The LWP(s) 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 LWP(s) may choose to visit existing installations of comparable systems, which may or may not include Respondent(s) personnel.

**V. MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has **NOT** been established for this Request for Qualifications.

**VI. DEFINITIONS AND GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Qualifications. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall

prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to the 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

**SOLICITATION:** The “Request for Qualifications” 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 Vendors and its surety as a guaranty of good faith on the part of the Vendor 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. The contract will be between the LWP(s) and the subcontractors. There will be no contractual relationship between subcontractors and the State.

**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 vendors.

**LOCAL TIME:** Eastern Standard Time/ Eastern Daylight Time

**LOCAL WEATHERIZATION PROVIDER (LWP):** The local community action agency, non-profit or local government which has a contract with DNREC to provide weatherization services to low income clients in Delaware.

**SUBMISSION:** The qualifications of the Vendor submitted in the required format 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 Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

**VENDOR:** Any individual, firm, or corporation formally submitting qualifications for the material or work contemplated, acting directly or through a duly authorized representative.

**VENDOR'S DEPOSIT**: The security designated in the proposal to be furnished by the Vendor 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 RFQ are to be considered to be approximate only and are given as a basis for the comparison of bids. The LWP 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.

**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 vendor.

**3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor 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 RFQ and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

**4. PRICES**

The prices the WAP program will pay for services are not negotiable and are outlined in the attached WAP Price List, found in Appendix A. Price for services outlined in the Price List may be altered at any time at the discretion of the WAP Administrator. However, any change made during the course of any contract between the LWP and subcontractors shall be acceptable to all parties, or subcontractors may terminate their contracts without prejudice.

**5. PUBLIC INSPECTION OF SUBMISSIONS**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor submissions will not be available for review by anyone other than the

State of Delaware, the LWP, or their designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware 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. Vendor(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.

Vendor(s) shall not include any information in their submission that is proprietary in nature or that they would not want to be released to the public. Submissions must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their qualifications without including proprietary information, they must adhere to the following procedure or their submission may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFQ number. The envelope must contain a letter from the Vendor'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 submission 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 Vendor 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 Vendor shall indemnify and save harmless the State of Delaware, DNREC, the LWP, 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 Vendor at its own expense.

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

- a. The Vendor 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 LWP.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, DNREC, the LWP, 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 Vendor 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 LWP, 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 solicitation is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the solicitation 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 Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

**11. INVOICING**

After the awards are made, the LWP participating in the WAP may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with LWP Procedures.

**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 Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor 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 Vendor 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 Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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. SHIPPING TERMS**

FOB Destination, freight prepaid.

**14. 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.

**15. 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 LWP.

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

- a. Comprehensive General Liability and all other coverages listed below.
  - i. Comprehensive General Liability - \$1,000,000 per person/\$3,000,000 per occurrence, and
  - ii. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
  - iii. 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 LWP.

## **16. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful Vendor shall either furnish the LWP 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.

## **17. INDEMNIFICATION**

### **a. General Indemnification**

By submitting qualifications, the proposing vendor 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 vendor'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**

Vendor 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 vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor 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 vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor 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.

**18. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of their contract with the LWP, in addition to proceeding with termination of the contract, the LWP may purchase equivalent products or services from other vendors approved through this RFQ process.

**19. FORCE MAJEURE**

Neither the vendor nor the LWP 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.

**20. VENDOR NON-ENTITLEMENT**

Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' 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 Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

**21. 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), and type of product or service provided by MWBE, 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.

## **22. ORDERING PROCEDURE**

Successful Vendors 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, the LWP shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by the LWP, become the property of that LWP. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

## **23. BILLING**

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

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

## **24. METHOD OF PAYMENT**

- a. For each P.O. issued as part of this contract, the LWP will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, 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 Vendor will be made within thirty (30) days from the date of final written LWP 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 authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.

- c. The LWP 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 LWP reserves, at its discretion, the right to pay by ACH/ ACI or check.

## **25. 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 LWP to do otherwise. Awarded vendors 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 LWP, the Vendor must update its core list and maintain said list in a timely manner.

## **26. SCHEDULE FOR PERFORMANCE OF WORK**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the LWP shall be the sole judge of the term “reasonable”. If the Vendor 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 LWP will forthwith proceed to collect for nonperformance of work.

## **27. RESPONDENT/VENDOR RESPONSIBILITY**

The LWP will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFQ whether or not the Vendor or a subcontractor provided it.

## **28. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL**

The awarded Vendor 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 Vendor have been met.

## **29. ENVIRONMENTAL PROCUREMENT REQUIREMENTS**

Energy Star - If applicable, the Vendor 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 Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

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

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(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://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp\\_rev.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp_rev.pdf).

### **30. PERSONNEL/EQUIPMENT/SERVICES**

- a. The Vendor 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 Vendor 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 LWP.

### **31. MINIMUM WAGE RATES**

Vendors 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 Vendor 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.

### **32. TERMINATION OF CONTRACT**

The contract resulting from this RFQ may be terminated as follows by the LWP.

#### **a. Termination for Cause**

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the LWP shall thereupon have the right to terminate this contract by giving written notice to the Vendor 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 Vendor under this Contract shall, at the option of the LWP, become its property, and the Vendor 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 LWP.

**b. Termination for Convenience**

The LWP 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 LWP, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the LWP.

**c. Termination for Non-Appropriations**

In the event the General Assembly, the US Department of Energy, and/or DNREC 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 LWP 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.

**33. CHANGES**

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

**34. INTEREST OF VENDOR**

The Vendor 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 Vendor further covenants that in the performance of this contract no person having any such interest shall be employed.

**35. 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 LWP 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 Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate

acknowledgment and credit for the LWP's support shall be given in the publication.

**36. 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.

**37. ASSIGNMENT OF ANTITRUST CLAIMS**

As consideration for the award and execution of this contract by the LWP, the Vendor hereby grants, conveys, sells, assigns, and transfers to the LWP 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.

**38. TESTING AND INSPECTION**

The LWP and DNREC reserve the right to conduct any test or inspection deemed necessary to insure equipment, materials and services conform to contract requirements.

**39. COVENANT AGAINST CONTINGENT FEES**

The Vendor 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 LWP 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.

**40. 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 Vendor or any agent of the LWP 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 LWP may, by written notice to the Vendor, terminate the right of the Vendor 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 LWP 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 LWP shall be entitled

(i) to pursue the same remedies against the Vendor, 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 Vendor 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 LWP.

**41. AFFIRMATION**

The Vendor 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.

**42. AUDIT ACCESS TO RECORDS**

The Vendor 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 Vendor agrees to preserve and make available to the LWP, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official LWP representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the LWP 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 Vendor's financial records will be borne by the Vendor. Reimbursement to the LWP for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**43. REMEDIES**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the LWP and the Vendor 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.

**44. AMENDMENTS**

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

**45. SUBCONTRACTS**

Awarded Subcontractors are not permitted to further subcontract under this RFQ or the resultant contract.

**46. LWP RESPONSIBILITIES**

The LWP shall:

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

**47. 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 LWP and any Vendor. 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 Qualifications
- Specifications or Scope of Work
- Definitions & General Provisions
- Respondent Submission of Qualifications
- Purchase Order
- Special Instruction

**48. ASSIGNMENT**

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

**49. 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**

**50. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(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 LWP requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF SUBMISSIONS**

The right is reserved to waive technicalities, to reject any or all submissions, or any portion thereof, to seek new submissions, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the LWP or its agent, the best interest of the WAP 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**

Contracts will be awarded by the LWP(s) participating in the WAP.

**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 Vendor(s) will be executed with the LWP.

**7. INFORMATION REQUIREMENT**

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

**VII. REQUEST FOR QUALIFICATIONS REPLY SECTION for SOLICITATION NO. NAT12004-WAPSUB**

**Weatherization Assistance Program Residential Subcontractor Proposal**

Please fill out the attached forms fully and completely and return with your submission in a sealed envelope clearly displaying the solicitation number to the State of Delaware, DNREC by **Monday, September 10, 2012 at 3:00 p.m. EDT.**

There is **NO Mandatory Pre-Bid Meeting** scheduled for this RFQ.

**Submissions must be mailed or hand delivered to:**

**Division of Energy & Climate  
Weatherization Assistance Program  
Attn: Residential Weatherization Subcontractor RFQ  
NAT12004-WAPSUB  
1203 College Park Drive, Suite 101  
Dover, DE 19904**

**A. PUBLIC SUBMISSION OPENING**

The submissions shall be publicly opened on **Monday, September 10, 2012 at 3:30 p.m. EDT** at the offices of the:

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

Vendors or their authorized representatives are invited to be present, but are not required to be present, nor will their presence or absence impact the selection process whatsoever. Only the vendor's name and address will be read aloud during the bid opening process, and there will be no review of proposals at the opening.

The public 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 public opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent preferred Vendors. The disclosure of additional information, including prices, shall be at the discretion of the LWP until such time that the responsiveness of each submission 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 Vendors are invited to make an appointment with the agency in order to review non-confidential information.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

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

**NO REPLY FORM**

**SOLICITATION #: NAT12004-WAPSUB SOLICITATION TITLE: Residential Weatherization Subcontractor RFQ**

To assist us in obtaining good competition on our Request for Qualifications, 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 qualifications process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Qualifications document.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit qualifications 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 Qualifications 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.**

**SOLICITATION NO.:** NAT12004-WAPSUB      **TITLE:** Residential Weatherization Subcontractor RFQ  
**OPENING DATE:** August 4, 2012

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor 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 Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, DNREC.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor'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)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

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



SOLICITATION NO. NAT12004-WAPSUB  
Residential Weatherization Subcontractor RFQ  
PROPOSAL REPLY SECTION

**COMPANY PROFILE & CAPABILITIES**

Respondents are required to provide a reply to each question listed below. Your replies will aid the LWP(s) 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 being rejected as non-responsive. Respondents interested in providing services for more than one pool must complete a separate Attachment 4 for each pool activity. Please attach additional sheets if necessary to fully answer each of the questions below.

1.	a. Please describe the length of time you have been engaged in weatherization activities. Please describe those activities and whether they were carried out in Delaware or elsewhere. b. Provide the number of weatherization jobs you have completed during the last 12 months and whether these jobs were done under a federally approved WAP program or outside a federally approved WAP program. Please also include a description of the type of work done. c. List three clients for whom you have completed contracted work in the past two years. Please provide the client name and contact information, specific job, and date of job.

2.	<p>a. List education and training your company personnel and workers have received that is specific to energy audit/ inspection services, weatherization measures, HVAC measures, lead safe work practices or the building sciences. Include specific training titles, dates and job title of the participant(s), where training was received, and who conducted the training.</p> <p>b. List <i>currently active</i> certifications and licenses held by company personnel and workers specific to weatherization measures, HVAC measures, lead safe work practices, and the building sciences. Include specific certification or license titles, dates of certificates or licenses, and the job title of the employees holding them.</p>

3.	<p>a. Fully describe your weatherization workforce including the number of crews you are able to dedicate to Delaware's WAP. If an auditor/ inspector, state the number of qualified individuals in your firm.</p> <p>b. State the number of workers and ideal skills of each member of your work crew(s). Do not state the names of crew members, but instead the size and general composition of your normal crew.</p> <p>c. Does your company require drug screening or background checks for its employees?</p>

4.	a. Describe your knowledge of health and safety concerns common in Delaware's Weatherization program or weatherization work in general. b. Give three examples of common health and safety concerns in weatherizing homes and their remediation.

5.	a. List equipment and tools, specific to the weatherization work you are proposing to conduct, which your company currently owns and with which your employees have expertise. Include make, model and age of items. b. Please describe how the tools and/or equipment is used in weatherization work.



SOLICITATION NO: NAT12004-WAPSUB  
Residential Weatherization Subcontractor

## **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:

[http://gss.omb.delaware.gov/osd/docs/certapp\\_0612e.pdf](http://gss.omb.delaware.gov/osd/docs/certapp_0612e.pdf)

## State of Delaware

### Office of Supplier Diversity Certification Application



**Complete application and mail to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)

Web site:

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

**Appendix A**

**See following pages**

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control  
**Delaware Weatherization Assistance Program Price**



Delaware Weatherization Assistance Program Price List



Client Name:  
Address:

Contractor:  
Submission Date:  
Reference Number:

ENERGY AUDIT/FINAL INSPECTION	Cost	# or Unit	Quantity	Total Charge
Energy Audit	\$476.00	EA		\$ -
Final Inspection	\$260.00	EA		\$ -
Re-inspection fee following re-work, per visit	\$100.00	EA		\$ -
Re-inspection including a blower door test or CAZ test	\$160.00	EA		\$ -
Re-inspection requiring a blower door and CAZ test	\$176.00	EA		\$ -
CAZ Daily Test-out (when required)	\$40.00	EA		\$ -
Deferral (at Audit)	\$100.00	EA		\$ -
Deferral (at Install)	\$200.00	EA		\$ -

**Grand Total**  
**#REF!**

Health & Safety	Cost	# or Unit	Quantity	Total Charge	Materials	Labor
Install gable vent	\$70.00	EA		\$ -	\$20.00	\$50.00
Install soffit vent	\$38.00	EA		\$ -	\$3.00	\$35.00
Patch roof	\$12.00	SF		\$ -	\$8.00	\$4.00
Dam Around Knob and Tube (in attic)	\$4.00	LF		\$ -	\$1.00	\$3.00
Install junction box with cover	\$60.00	EA		\$ -	\$15.00	\$35.00
Install/Replace Energy Star bath fan	\$310.00	EA		\$ -	\$160.00	\$150.00
Install/Replace Energy Star bath fan w/ light	\$360.00	EA		\$ -	\$200.00	\$150.00
Install/Replace Rangehood fan	\$300.00	EA		\$ -	\$150.00	\$150.00
Make up air vent (2"-4" round)	\$7.00	LF		\$ -	\$3.00	\$4.00
Roof exhaust vent (termination)	\$86.00	EA		\$ -	\$45.00	\$20.00
Wall exhaust vent (dryer)	\$26.00	EA		\$ -	\$10.00	\$15.00
Install TPR extension tube	\$46.00	EA		\$ -	\$20.00	\$25.00
Install CO detector w/display	\$60.00	EA		\$ -	\$50.00	
Install smoke detector	\$20.00	EA		\$ -	\$20.00	
Install smoke detector, CO detector combo	\$30.00	EA		\$ -	\$30.00	
Install & seal vapor barrier in crawl space	\$1.10	SF		\$ -		
Hardpipe exhaust for venting 4"	\$7.00	LF		\$ -	\$3.00	\$4.00
Hardpipe exhaust for venting 6"	\$7.60	LF		\$ -	\$3.50	\$4.00
Install door sill/threshold	\$80.00	EA		\$ -	\$20.00	\$40.00
Lead safe work practices inside	\$2.75	SF		\$ -		
Lead safe work practices outside	\$1.75	SF		\$ -		
Drip cap (mobile home)	\$44.00	EA		\$ -	\$9.00	\$35.00
<b>Heat Waste Reduction - Air Sealing</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Air Sealing Pre - Post (Calculated by auditor/agency)	\$1.00	Per CFM		\$ -		\$1.00
Air sealing material - low expansion foam		24 oz container		\$ -	\$11.00	
Air sealing material - high temperature caulk		tube		\$ -	\$3.00	
Air sealing material - Caulking		tube		\$ -	\$2.75	
Install Door Kit, includes door sweep (ax strip)	\$76.00	Kit		\$ -	\$25.00	\$50.00
Weatherstrip door	\$3.75	LF		\$ -	\$1.75	\$2.00
Install door sweep	\$28.00	EA		\$ -	\$11.00	\$17.00
Install sash lock	\$16.50	EA		\$ -	\$3.50	\$12.00
Install lockset	\$68.00	EA		\$ -	\$35.00	\$23.00
Adjust strike plate	\$12.00	EA		\$ -		\$12.00
Install door strike	\$16.00	EA		\$ -	\$3.00	\$12.00
Mastic Supply/Return ductwork includes preparation (GWH or H&S)	\$1.00	LF		\$ -	\$0.50	\$0.50
Seal window A/C unit w/foam board	\$82.00	EA		\$ -	\$10.00	\$52.00
Seal around window	\$0.67	LF		\$ -	\$0.27	\$0.30
Box in can lights	\$60.00	EA		\$ -	\$5.00	\$45.00
Seal crawl vent	\$22.60	EA		\$ -	\$5.00	\$17.50
<b>Heat Waste Reduction - Insulation and Heating</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Insulate HVAC ducts-Unconditioned spaces (must be sealed)	\$4.10	LF		\$ -	\$2.90	\$1.20
Install insulated HVAC duct (< or = 8" round)	\$3.38	LF		\$ -	\$2.19	\$1.20

Receipts/Proof of material costs must be submitted with contractor invoices. Contractor will be paid the price above, regardless of purchase price. Any deviation shall be approved by the local agency or DNREC. August 1, 2012 draft  
Page 1 of 3

List

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control



Delaware Weatherization Assistance Program Price List



Install Insulated HVAC duct ( 9"-16" round)	\$3.86	LF		\$ -	\$2.65	\$1.20
Foam Board Insulation 1"	\$3.30	SF		\$ -	\$2.70	\$0.60
Foam Board Insulation 2"	\$3.80	SF		\$ -	\$3.20	\$0.60
Thermax or equivalent 2"	\$3.90	SF		\$ -	\$3.30	\$0.60
Storm Window Replacement	\$9.00	SF		\$ -	\$7.50	\$1.50
Low-E Energy Star Approved Window Replacement	\$30.00	SF		\$ -	\$21.50	\$8.50
FHW Pipe Insulation (unconditioned spaces)	\$3.46	LF		\$ -	\$3.00	\$0.45
Water Heater blanket/jacket	\$66.00	EA		\$ -	\$20.00	\$35.00
DHW Pipe Insulation (6" hot & cold)	\$2.00	LF		\$ -	\$1.67	\$0.33
Digital Programmable Thermostat	\$86.00	EA		\$ -	\$35.00	\$50.00
Install Heat pump hot water heater	\$1,760.00	EA		\$ -	\$1,350.00	\$400.00
Furnace Filter	\$26.00	EA		\$ -	\$20.00	\$5.00
A/C cover (window unit)	\$46.00	EA		\$ -		
Air Conditioner Tune up	\$110.00	EA		\$ -	\$20.00	\$90.00
Clean, Tune and Evaluate heating unit (efficiency results required)	\$110.00	EA		\$ -	\$20.00	\$90.00
<b>Access &amp; Hatches</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Insulate existing access lid, ws, caulk (attic or kneewall) -R28	\$40.00	EA		\$ -	\$20.00	\$20.00
Box in pull down stairs (thermal dome)	\$220.00	EA		\$ -	\$60.00	\$160.00
Insulate and seal attic access (cut new access) -R28	\$86.00	EA		\$ -	\$35.00	\$50.00
Build dam around attic access	\$68.60	EA		\$ -	\$6.00	\$52.50
Cut in, trim kneewall access	\$82.60	EA		\$ -	\$10.00	\$52.50
Insulate and weatherstrip crawlspace or kneewall door -R15	\$20.00	EA		\$ -		
<b>Insulate Walls to R-15</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Cellulose dense pack	\$2.26	SF		\$ -	\$0.75	\$1.50
Fiberglass dense pack	\$2.40	SF		\$ -	\$0.90	\$1.50
Fiberglass batt	\$1.76	SF		\$ -	\$0.75	\$1.00
<b>Insulate Ceilings R-0 To R-38</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Fiberglass batt-Attic (R38)	\$1.80	SF		\$ -	\$0.80	\$1.10
Ceiling/Attic Insulation (R19)	\$0.88	SF		\$ -	\$0.38	\$0.50
Ceiling/Attic Insulation (R30)	\$1.19	SF		\$ -	\$0.69	\$0.50
Ceiling/Attic Insulation (R38)	\$1.61	SF		\$ -	\$1.01	\$0.50
Ceiling/Attic Insulation (R49)	\$1.90	SF		\$ -	\$1.40	\$0.50
Cellulose dense pack floored attic (6" joist)	\$2.76	SF		\$ -	\$1.00	\$1.75
Cellulose dense pack floored attic (8" joist)	\$2.80	SF		\$ -	\$1.05	\$1.75
Cellulose dense pack floored attic (10" joist)	\$2.86	SF		\$ -	\$1.10	\$1.75
Fiberglass dense pack under attic floor (8" joist)	\$2.86	SF		\$ -	\$1.20	\$1.75
Fiberglass dense pack under attic floor (10" joist)	\$3.00	SF		\$ -	\$1.25	\$1.75
<b>Insulate Floors / Box Sills / Foundation walls</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Insulate Floor- fiberglass batt, cellulose or other to R19	\$1.80	SF		\$ -	\$0.60	\$1.00
Insulate (Airseal) band joist to R12	\$3.00	SF		\$ -	\$2.50	\$0.50
Insulate Foundation walls above frostline to R8	\$2.76	LF		\$ -	\$2.25	\$0.50
<b>Other Energy Savings Measures</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Refrigerator removal & replacement (Energy Star = size or smaller)	\$760.00	EA		\$ -		
Faucet Aerators	\$3.60	EA		\$ -	\$3.00	\$0.50
Low Flow Shower Heads	\$17.00	EA		\$ -	\$14.00	\$3.00
Install CFL or LED Energy Star bulbs (on more than 2 Hrs)	\$6.60	EA		\$ -	\$4.50	\$1.00
<b>Other: Necessary Repairs</b>	<b>Cost</b>	<b># or Unit</b>	<b>Quantity</b>	<b>Total Charge</b>	<b>Materials</b>	<b>Labor</b>
Install drywall 4'x8'	\$60.00	EA		\$ -	\$12.00	\$38.00
Install 1/2" plywood 4'x8'	\$65.00	EA		\$ -	\$15.00	\$40.00
Master Electrician services	\$80.00	HR		\$ -		\$80.00/hr
Change Order Administrative charge	\$16.00	with approval		\$ -		
Install (wind) baffle vent	\$8.00	EA		\$ -	\$3.00	\$3.00
NID - Must be accompanied by an NID form						\$75.00/hour

Receipts/Proof of material costs must be submitted with contractor invoices. Contractor will be paid the price above, regardless of purchase price. Any deviation shall be approved by the local agency or DNREC. August 1, 2012 draft

STATE OF DELAWARE  
Department of Natural Resources and Environmental Control



Delaware Weatherization Assistance Program Price List



Mobile Homes	Cost	# or Unit	Quantity	Total Charge	Materials	Labor
Fiberglass loose pack - roof	\$2.26	SQ FT		\$ -	\$0.90	\$1.35
R&R for gutters in prep for roof loose pack	\$1.00	LF		\$ -	\$0.50	\$0.50
Fiberglass densepack - perimeter (up to 8")	\$1.86	SQ FT		\$ -	\$0.90	\$1.05
Fiberglass loose pack - belly (up to 8")	\$1.76	SQ FT		\$ -	\$0.70	\$1.05
Side wall insulation	\$2.36	SQ FT		\$ -	\$1.00	\$1.35
Mobile Home ground cover/moisture barrier	\$0.86	SQ FT		\$ -	\$0.25	\$0.40
Belly Board or Membrane repair/replace	\$1.60	SQ FT		\$ -	\$0.60	\$0.90
Window replacement (Energy Star required)	\$4.00	UI		\$ -	\$2.85	\$1.15
Interior Storm	\$4.00	SQ FT		\$ -	\$2.85	\$1.15
Reflective Roof coating	\$1.10	SQ FT		\$ -	\$0.35	\$0.75
Mastic Duct Boots Includes preparation	\$20.00	per boot		\$ -	\$2.00	\$18.00
Mastic Duct End Boots Includes preparation	\$26.00	per boot		\$ -	\$7.00	\$18.00
<b>Total</b>						<b>#REF!</b>

Unless otherwise noted, activities for stick homes and mobile homes are priced the same (i.e. Air sealing is \$75.00 per hour for each).

**Special Notes**