

**Delaware Weatherization Assistance Program
REQUEST FOR WEATHERIZATION PROPOSALS (RFP)
Acknowledgment of Receipt Form**

Instructions: Please complete, sign and return this form immediately upon receipt of the RFP. Return this form to the attention of Mr. Allen Luzak, Weatherization Assistance Program Technical Director, Delaware Department of Natural Resources and Environmental Control (DNREC), Office of the Secretary, 89 Kings Highway, Dover, DE 19901-7305. (The RFP *Instruction and Information* document begins on page two, below.)

Business Legal Name:			
Business Address:			
Mailing Address:			
Business Area Code/ Phone Number:			
Contact Name, Phone, Email:			
<i>Please check each of the measures that the Bidder(s) intends to quote in its proposal:</i>			
Energy Auditor/ Inspector	Building Shell Weatherization Measures	Weatherization Mechanical Repair & Maintenance	Weatherization Mechanical Replacement
<input type="checkbox"/> Energy audit <input type="checkbox"/> Inspection	<input type="checkbox"/> Insulation installation <input type="checkbox"/> Pressure diagnostic directed air sealing <input type="checkbox"/> Windows and doors repair and limited replacement <input type="checkbox"/> Reflective roof coating	<input type="checkbox"/> Testing and repair of heating sources, duct work, and related measures <input type="checkbox"/> Standard "clean and tune" of the heating sources, combustion appliances <input type="checkbox"/> Testing and repair of water heater, flue venting, heating elements, flush & drain, and related measures	<input type="checkbox"/> Limited replacement of heating sources, duct work, and related equipment <input type="checkbox"/> Limited replacement of water heaters and related parts
ACKNOWLEDGEMENT: The above named entity acknowledges the receipt of the Request for Weatherization Proposal packet of information from the Delaware Weatherization Assistance Program.			
Authorized Signature:		Date:	

Delaware Weatherization Assistance Program REQUEST FOR WEATHERIZATION PROPOSALS (RFPW) Information and Instructions

The Department of Natural Resources and Environmental Control (DNREC) administers the Weatherization Assistance Program grants through Subgrantees in each of the state's three counties. Funded by the U.S. Department of Energy (DOE), 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 WEATHERIZATION PROPOSALS (RFPW) is being released by DNREC. DNREC is the State of Delaware's administrator of funds for the weatherization program in the State of Delaware. First State CAA will administer the program as the Subgrantee of the funds in Kent and Sussex counties. Neighborhood House, Inc. will administer the program funds as the Subgrantee in New Castle County. First State CAA and Neighborhood House, Inc. will collectively be referred to as the Subgrantees.

The Subgrantees will Contract with companies who demonstrate in their proposal that they have the capacity to perform a range of weatherization measures, in conformance with (1) all Federal, State and Local laws, statutes, rules, regulations and ordinances, (2) all Weatherization Assistance Program rules, and (3) proper workmanship, effectiveness and accountability. This RFPW calls for proposals that detail experience, qualifications, resources and prices that reflect an Bidder's ability and willingness to provide effective weatherization workmanship at a reasonable cost.

Weatherization measures called for in an individual residential unit will be determined by an established Energy Audit criteria conducted by a qualified auditor selected by the Subgrantees. The Energy Audit recommendations will result in a work order issued by the Subgrantees to the Successful Bidder(s) assigned to perform an individual weatherization project.

To ensure that all of the weatherization work has been properly carried out, payment for an individual weatherization project is dependent on all work passing a final Inspection under an established inspection protocol as conducted by a qualified inspector who is selected by the Subgrantees.

As an important part of the continual improvement of the Delaware weatherization program, the Bidder must undergo weatherization training as prescribed. Delaware's Weatherization Assistance Program is committed to Successful Bidder(s) who develop a comprehensive approach to providing the array of weatherization measures in a 'whole house' approach. In some cases, Bidders may qualify for the Successful Bidder(s) 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.



*Weatherization
Works*

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It is the responsibility of the Bidder to read and understand this document prior to completing the proposal.

PROPOSAL FORMS

The appropriate proposal forms listed and defined below must be completed and returned by the Bidder of a proposal. They are available at the following websites:

State bid Website: www.bids.delaware.gov

DNREC Website: <http://www.dnrec.delaware.gov/Pages/default.aspx>

WEATHERIZATION SERVICES PROPOSAL

The following forms constitute the entire proposal to provide Weatherization Services. They may be downloaded from the DNREC website under the file name: "Weatherization Services Proposal" (MS Word 97/2000/XP format).

Bidder Identification: This form contains identifying information regarding the Bidder(s) submitting the proposal.

Weatherization General Proposal: This section has a list of short-response sections regarding the Bidder(s)'s qualifications in providing services related to weatherization.

Weatherization Proposal Quotes: This form has the six weatherization service areas for which proposals are requested. The Bidder(s) need only complete the sections which are applicable to their proposal.

Signature Page with Assurances: This form must be signed and dated by an individual or an individual authorized to execute the proposal on behalf of an entity.

ENERGY AUDITOR SERVICES PROPOSAL

The following forms must be completed and returned for proposals to provide Energy Audits and Final Inspections services. They may be downloaded from the DNREC website under the file name: "Energy Auditor Services Proposal" (MS Word 97/2000/XP format).

Bidder Identification: This form requires identifying information regarding the Bidder(s) submitting the proposal.

Energy Audit and Final Inspection General Proposal: This form has a list of short-response sections regarding the Bidder(s)'s qualifications in providing services related to energy auditing.

Energy Audit and Final Inspection Proposal Quotes: This form is for quoting the energy audit services.

Signature Page with Assurances: This form must be signed and dated by an individual or an individual authorizes to execute the proposal on behalf of an entity.

SECTION A – GENERAL PROPOSAL PROVISIONS

1. ROLE OF PARTIES:

STATE: The State of Delaware is the recipient of federal funds for weatherization assistance.

AGENCY: The State Agency (DNREC) is the state recipient of and administrator of the state weatherization grant award.

SUBGRANTEE: The Subgrantee is the sub-recipient of and the local administrator of the State of Delaware's weatherization funds under a sub-award from DNREC. The Subgrantees are First State Community Action Agency and Neighborhood House, Inc.

BIDDER: Any individual, firm, partnership, limited liability company or corporation formally submitting a proposal for the weatherization services contemplated, acting directly or through a duly authorized representative will perform all work awarded under the Contract.

SUCCESSFUL BIDDER(S): Any individual, firm, partnership, limited liability company or corporation with whom a Contract is made by the Subgrantee for weatherization services.

CONTRACT: A legally binding agreement between the Subgrantee and the Successful Bidder, in which the Successful Bidder agrees to perform the work awarded by the Subgrantee to the Successful Bidder in accordance with this RFP.

2. PROPOSAL TIME LINE

The following time line will be adhered to in the proposal process:

Wednesday, November 10, 2010 - RFWP advertisement published in the State News and News Journal, and on the DNREC website. The RFWP will be published on Friday, 11/12/2010 in the Cape Gazette.

State bid Website: www.bids.delaware.gov

DNREC Website: <http://www.dnrec.delaware.gov/Pages/default.aspx>

Wednesday, November 10, 2010 - RFWP Packets will be made available at the offices of the Subgrantees in each county, by mail as requested, and on the DNREC website.

Thursday, November 18, 2010 (5:00 to 7:00 PM) – MANDATORY BIDDERS INFORMATIONAL MEETING (with Q&A Session).

Monday, November 22, 2010 (by 4:00 PM) – Final day for the submission of Bidder's questions. Questions not answered at the Mandatory Bidders Informational Meeting may be submitted in writing to DNREC.

Wednesday, November 24, 2010 (by 4:00 PM) - Last day for DNREC to post responses to Bidder questions. All questions and answers will be posted on the DNREC website by this date.

Monday, December 6, 2010 (by 4:00 PM) - Final date and time for the submission of the Bidder's weatherization proposals.

Monday December 20, 2010 – Final date for proposals to be evaluated and Successful Bidder(s) selections to be made.

3. **MANDATORY BIDDER'S INFORMATIONAL MEETING**

A mandatory, pre-proposal informational meeting for anyone interested in submitting a proposal under this Request for Weatherization Proposals will be held on Thursday, November 18, 2010 from 5:00 to 7:00 PM, at Kent County Administrative Complex, 555 South Bay Road, Dover, DE 19901. (PHONE: (302) 744-2305)

The agenda will include a Question and Answer session for Bidders. All questions and answers will be posted on the DNREC website: <http://www.dnrec.delaware.gov/Pages/default.aspx>

4. **SUBMISSION DETAILS**

All proposals shall be received by 4:00 PM, on Monday, December 6, 2010. Proposals may be sent via mail or hand delivery to:

**Weatherization Assistance Program Proposal
Delaware Department of Natural Resources and Environmental Control
Office of the Secretary
Attn: Allen Luzak
89 Kings Highway
Dover, DE 19901-7305**

Proposals shall be in sealed envelopes, and shall bear on the outside the name and address of the Bidder as well as the designation of the Contract: "Weatherization Assistance Program Proposal".

Proposals may not be submitted by electronic fax or as an email attachment. Only delivered, printed copies are acceptable.

5. **PROPOSAL COPIES**

Five (5) copies of the Proposal shall be submitted in a sealed package clearly marked with the name of the Bidder and labeled "Weatherization Assistance Program Proposal". One of the copies shall be marked "Master Copy" and contain original signatures in all locations requiring a Bidder's signature.

6. **TIMELY DELIVERY**

The timely delivery of the proposal is the sole responsibility of the Bidder. Proposals shall be sent in a time frame and means to ensure the delivery of the proposal to the stated address by the proposal due date *and* time. Proposals forwarded by a delivery service or hand delivered must be received at the DNREC address listed above by 4:00 P.M., Monday, December 6, 2010. The Bidder bears all risk of delays in delivery. Proposals received after the due date and time will be deemed non-conforming and will be returned to the Bidder unopened.

7. **PROPOSAL FORMS AND PREPARATION:**

The proposal shall be written in ink or typewritten in the format provided. The format used is MS Word 2003 or newer for Windows 97/2000/XP. The proposal forms are available in an electronic file from a Subgrantee or may be downloaded at the DNREC website noted above.

The Bidder may reproduce the forms for completion and may provide additional pages or documents, so far as such pages and documents clearly reference the form section to which they apply.

The arrangement and clarity of the proposal is solely the responsibility of the Bidder of the proposal.

8. **REQUEST FOR PROPOSAL CHANGES**

If it becomes necessary to modify any part of this RFP, modifications in writing will be provided to the Bidders known to have received a copy of the RFP. Bidders shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement to that affect in the Proposal. Any changes will also be posted on DNREC's website.

The DNREC reserves the right to withdraw this Request for Proposal, and the Subgrantees reserve the right to reject any proposals, to waive minor irregularities in proposals or to allow the Bidder to correct a minor irregularity if the best interest of the State of Delaware, the Weatherization Assistance Program or the Subgrantees will be served by doing so.

9. **PROPOSAL RESPONSIVENESS**

The Bidder's proposal must respond to each and every requirement outlined in this RFP in order to be considered responsive. Each Bidder must provide every component required in the manner prescribed. A proposal may be rejected if it is untimely, incomplete, conditional or does not use the required format.

10. **INTERPRETATION OF ESTIMATES:**

Attention is directed to the fact that, unless stated otherwise, any descriptions, specifications or quantities given in the RFWP form are to be considered to be approximate only and are given as a basis for the comparison of bids. An increase or decrease or other change in the volume or type of weatherization work required for a particular unit is not a sufficient ground for an increase or decrease in the cost.

11. **SILENCE OF SPECIFICATIONS:**

The apparent silence of a specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall mean that the best commercial practice is to prevail and only material and workmanship standards of the weatherization assistance program are to be used. Proof of specifications compliance will be the responsibility of the Bidder(s).

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

The Bidder shall examine carefully the proposal and the Contract forms for the weatherization services contemplated. The Bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the materials and labor to be furnished, and the requirements of the Special Provisions and the Contract. The submission of a proposal shall be conclusive evidence that the Bidder has made examination of the aforementioned conditions.

13. **PRICES QUOTED:**

The prices quoted submitted for those weatherization services, as specified in the RFWP, which include materials and labor costs for services to be provided at a time and place determined by the Subgrantee.

14. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in comparing the proposal quotes except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Bidder's price(s) quoted.

15. **SAMPLES OR BROCHURES:**

Samples or brochures may be submitted by the Bidder for supplemental evaluation purposes. The submission of samples or brochures does not relieve the Bidder of any submission requirement set forth in this RFP.

16. **WITHDRAWAL OF PROPOSALS:**

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

17. **PUBLIC INSPECTION OF PROPOSALS:**

If the Bidder designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portion(s). The Bidder shall include with its designation a statement that explains and supports the Bidder's claim that the identified confidential proposal items contain trade secrets or other proprietary data.

18. **PROPOSAL JUSTIFICATION**

This solicitation is offered as a request for *proposals* because it allows for the consideration and comparison of various factors besides price in the determination of Contract awards.

19. **DISQUALIFICATION OF BIDDERS:**

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

- a. More than one proposal for the same Contract from an individual, firm, partnership, limited liability company or corporation under the same or different names.
- b. Evidence of collusion among Bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices quoted are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.
- g. Untimely submission of proposal.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF PROPOSALS**

DNREC reserve the right to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency, or its Subgrantee, the best interest of the State's weatherization program will be promoted thereby.

2. **MATERIAL GUARANTY**

Before any Contract is awarded, the Successful Bidder 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 testing purposes.

3. **CONTRACT AWARD**

It is the intent of the Agency that the Contract shall be awarded within 90 days of the closing date and time advertised in the request for proposals. The Agency's Subgrantee shall award a Contract to the Bidder(s) whose proposal(s) is determined in writing to be most advantageous to the Weatherization Assistance Program, based on the factors set forth in the RFWP.

4. **EXECUTION OF CONTRACT**

The Bidder who is awarded a Contract shall execute a Contract within twenty days after the offer date.

If the Successful Bidder fails to execute the required Contract within twenty days after the offer date, the award of such Contract may then be made to another qualified Bidder or re-advertised, as the Agency and its Subgrantee(s) may decide.

5. **WARRANTY**

The Successful Bidder(s) are required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on labor, workmanship or material in this Contract against defective material, workmanship, and performance. Other guarantees in the Special Provisions of the RFWP also apply.

6. **THE CONTRACT(S)**

Contracts with successful bidders will be executed with the Subgrantee(s) as determined through the bidding process. DNREC, as the State agency and grantee to the US Department of Energy shall exercise oversight of the program and the subgrantees through contracts between DNREC and the subgrantees.

7. **AUTHORITY OF SUBGRANTEE**

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 Subgrantee agency shall be final and binding. DNREC shall exercise oversight over the Subgrantees to ensure all decisions meet federal program guidance and requirements.

8. **LAWS TO BE OBSERVED**

The Successful Bidder(s) should know or is required to become familiar with and shall strictly adhere to all Federal, State, and Local laws, statutes, rules, and regulations, and with all City or Town ordinances and regulations that may in any manner affect or relate to the work contemplated under the Contract. The Successful Bidder(s) shall indemnify and hold harmless the State of Delaware, the Agency and its Officers, Agents and Employees of the Agency, the Subgrantee and its Officers, Agents and Employees against any claim or liability arising from or based upon any violation of any such laws, ordinances, regulations, orders, or decrees whether by the Successful Bidder or its employee(s).

PERMITS AND LICENSES

The Successful Bidder(s) shall obtain all necessary permits, licenses, insurance policies, etc. required by Federal, State and Local laws, statutes, rules, regulations and ordinances at its own expense. Further, the Successful Bidder(s) shall provide the Subgrantee with a copy of all documentation necessary to permit the Successful Bidder(s) to lawfully perform work under the Contract.

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

The Successful Bidder(s) shall provide for the use of any patented design, device, material, or process to be used or furnished under the Contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Subgrantee within 30 days and upon the Subgrantee's written request.

The Successful Bidder(s) shall hold harmless the State of Delaware, DNREC and its officers, agents and employees, the Subgrantee and its officers, agents and employees, from any and all claims resulting from the use of such patented design, device, material, or process in connection with the Contract award under this RFP.

10. TAX EXEMPTION

If material covered by this proposal is exempt from all FEDERAL and STATE TAXES, such taxes shall not be included in prices quoted.

11. 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 specified in the Contract may be considered provided the Bidder(s) certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified in the Contract. Subgrantee shall retain the right to make the final determination as to the permissibility of any proposed substituted products or material.

12. INVOICING

First State Community Action Agency or Neighborhood House, Inc. will generate payments upon receipt of a qualified invoice from the Bidder(s) on forms to be supplied by the Subgrantee and providing all work passes inspection and is otherwise conducted in accordance with program policies and procedures.

13. EQUALITY OF EMPLOYMENT OPPORTUNITY

The Successful Bidder(s) may not discriminate against any applicants, staff, personnel, clients or others connected to the Weatherization Assistance Program on the basis of race, color, creed, religion, sex, age, national origin, disability or status as a Vietnam era veteran.

14. CONTRACT PERIOD

Each Successful Bidder(s)'s Contract shall be valid for the initial period of the Contract.

15. PRICES

Prices and/or rates shall not exceed those specified in the approved proposal except as otherwise imposed by the Subgrantee through a weatherization program price list approved by DNREC.

16. MOST-FAVORED CUSTOMER

The Successful Bidder(s) shall not offer to others prices lower than those provided in this Weatherization Assistance Program Contract, or if lower prices are offered they shall apply retroactively and prospectively to the subject Contract.

17. DESCRIPTIONS

The attention of Bidders is called to the fact that, unless stated otherwise, the descriptions of weatherization work in the request for proposal are best estimates and are only given as a basis for the comparison of the proposals.

18. MANDATORY INSURANCE REQUIREMENTS

Proof of insurance and bonding in types and amounts required by the Subgrantee and DNREC will be required of the Successful Bidder(s). The Successful Bidder(s) is required to indemnify the Subgrantee and DNREC against claims pursuant to its work under the Contract; provide standard liability insurances; provide a bond against misappropriation by certain employees; and, provide insurance coverage for pollution occurrence.

Successful Bidder(s) are required to maintain Workman's Compensation and Unemployment Compensation insurance, as required by law.

19. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving a Contract award, the Successful Bidder(s) shall furnish the Subgrantee with proof of State of Delaware Business License. The Subgrantee will not award a contract to a non-compliant Bidder.

20. HOLD HARMLESS:

The Successful Bidder(s) agrees that it shall indemnify and hold the State of Delaware and all its agencies, and the Subgrantee harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Successful Bidder(s), its agents, employees, assigns, and invitees on or about the premises and which arise out of the Successful Bidder(s)'s performance, or failure to perform as specified in the Successful Bidder's Contract.

21. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of the Weatherization Assistance Program shall become the sole property of the State of Delaware weatherization program. On request, the Successful Bidder(s) shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of work involved in the Weatherization Assistance Program. [Again the State is a party to this contract]

22. NON-PERFORMANCE

In the event the Successful Bidder(s) does not fulfill its obligations under any awarded Contract, the Subgrantee may purchase equivalent services on the open market. Any difference in cost between the awarded Contract price and the price of open market services shall be the responsibility of the Successful Bidder(s). Under no circumstances shall monies be due the Successful Bidder(s) in the event open market services can be obtained below the awarded Contract cost. Any monies charged to the Successful Bidder(s) may be deducted from an open invoice. Any balance remaining after applicable invoice offset, is the sole responsibility of the Successful Bidder.

23. FORCE MAJEURE

The Successful Bidder(s) 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 the Successful Bidder's control. The Successful Bidder is required to notify the Subgrantee within

10 days, in writing, of any situation that may prevent performance under the terms and conditions of this Contract.

24. EXCEPTIONS TO RFWP

Bidders may elect to take minor exception to the terms and conditions of this RFWP. A Subgrantee and the Agency will evaluate each exception according to the intent of the terms and conditions contained herein, but the Subgrantee and the Agency shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Bidders. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

25. REPORTS:

Successful Bidder(s) shall keep accurate records of expenditures under the Contract for a period of five (5) years. Reports shall be provided by the Successful Bidder(s) in the form and frequency required by the weatherization program and stated in the Contract.

26. PAYMENT

The Subgrantees will review and seek to authorize the beginning of the payment process for each Successful Bidder(s) invoice within thirty (30) days after the date of receipt of a correct invoice for work that has passed Final Inspection.

27. PRODUCT SUBSTITUTION

All items or services delivered during the Contract duration shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific written approval is given by the Subgrantee to do otherwise.

28. DOCUMENT(S) EXECUTION:

All proposal forms in this Request for Proposal and any Contract form delivered to the successful Successful Bidder(s) for signature shall be executed by the individual or a representative who has the legal authority to bind and enter into the Contract.

29. FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Successful Bidder(s) is to begin any work prior to receipt of a fully executed Contract and purchase order from the Subgrantee.

30. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these Contract specifications shall be completed within the time frames established by the Subgrantee for each individual residential unit on the detailed on the Contract.

31. PERSONNEL

All Contract services shall be performed by the Successful Bidder(s) and/or his employees. The Successful Bidder shall require that personnel engaged in the Contract work shall be fully qualified and shall be authorized under Federal, State and Local laws, statutes, rules, regulations and ordinances to perform such services.

The Successful Bidder is not permitted to subcontract any portion of any awarded Contract without the prior written approval of the Subgrantee. The Subgrantee shall not be permitted to approve any

subcontracts without first, obtaining the reason why the Successful Bidder's cannot perform under the Contract and second, without receipt of the same documentation from the subcontractors that was required by the original Successful Bidder in this RFP. The Subgrantee, after receipt of the reason for non-performance and a review of the submitted documentation sufficient to ensure that the subcontractor meets the qualifications of a Successful Bidder for the work or services covered by the awarded Contract, shall make a determination whether the awarded Contract may be subcontracted.

32. **INTEREST OF SUBGRANTEE:**

The Successful Bidder(s) 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 Successful Bidder(s) further covenants that in the performance of this Contract, it shall not employ any person having any such interest.

33. **COVENANT AGAINST CONTINGENT FEES**

The Subgrantee 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, subcontract or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Subgrantee shall have the right to void the Contract.

34. **SUSPENSION/ DEBARMENT AFFIRMATION**

The Successful Bidder(s) must affirm that within the past five (5) years the individual or entity or any officer, controlling stockholder, partner, principal, or other person substantially involved in the individual's or the entity's business activities is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

35. **AUDIT ACCESS TO RECORDS**

The Successful Bidder(s) shall maintain and make available books, records, documents, reports, and other evidence pertaining to the Contract to the extent, and in such detail as required by the Subgrantee or the Subgrantee's designee. Access to the Successful Bidder's books, records, documents, reports and other evidence pertaining to the Contract shall be permitted within five (5) calendar days of the Subgrantee's or the Subgrantee's designee's request for access.

36. **TERMINATION OF CONTRACT**

If the Successful Bidder(s) fails to fulfill its obligations under the Contract, or if the Successful Bidder(s) violates any of the covenants, agreements, or stipulations of the Contract, the Subgrantee shall have the right to terminate the Contract in a manner to be set forth in the Contract.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Successful Bidder(s) under the Contract shall, at the option of the Subgrantee to become the property of the weatherization program, and the Successful Bidder(s) shall be entitled to receive just and equitable compensation for any satisfactory work or services completed on such documents and other materials which is usable to the Subgrantee.

37. **EMERGENCY TERMINATION OF CONTRACT**

Due to restrictions which may be established by the United States Government or the State of Delaware on material, or work, a Contract may be terminated by the cancellation of all or portions of the Contract.

In the event the Successful Bidder(s) 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 Subgrantee, 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 canceled, or the Contract may be terminated.

38. TERMINATION FOR CONVENIENCE

Contracts shall remain in effect for the time period necessary to complete the awarded Contract(s) and quantity specified unless the Contract is terminated by the Subgrantee with proper notice in accordance with the terms of the Contract.

39. TERMINATION FOR CAUSE

If, for any reasons, or through any cause, the Successful Bidder(s) fails to fulfill its obligations in timely or proper manner under the Contract, or if the Successful Bidder(s) violates any of the covenants, agreements, or stipulations of the Contract, the Contracting Subgrantee shall thereupon have the right to terminate the Contract by giving written notice to the Successful Bidder(s) of such termination and specifying the effective date thereof.

40. AMENDMENTS

The Contract may be amended, in writing, by mutual agreement of the parties.

41. FURTHER SUBCONTRACTING

Under limited circumstances, subcontracting of Contract awards by the Successful Bidder(s) may be permitted by the Subgrantee. However, any such individual or entity shall be identified in the Successful Bidder's Proposal. Such identified subcontractor shall be required to provide all documentation that the Successful Bidder is required to provide under this RFP. Any approval of subcontracting must be approved in writing by the Subgrantee. Any substitutions in or additions to such Successful Bidder(s), associates, or consultants must have prior written approval. The Successful Bidder(s) shall be responsible for compliance by the additional Successful Bidder(s) with all terms, conditions and requirements of the RFP and with all Federal, State and Local laws, statutes, rules, regulations and ordinances. The Successful Bidder(s) shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any Successful Bidder(s) agreement shall be construed as creating any Contractual relationship between the subcontractor and the Subgrantee.

42. 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 the Contract.

43. CONFLICTS OF INTEREST

No employee, officer, or agent of DNREC or the Subgrantees shall participate in the selection, award, or administration of a Successful Bidder if a real or apparent conflict of interest would be involved.

No employee, officer, agent, of the Successful Bidder(s), of the DNREC or of the Subgrantees, who may be in a position to participate in the decision-making process, may derive a personal or financial interest or benefit from any award pursuant to this RFP, either for him or for those with whom he has family or business ties.

The officers, employees, and agents of the DNREC and of the Subgrantees shall neither solicit nor accept gratuities, favors, or anything of monetary value from Subgrantees, Bidders, Successful Bidders, or Subcontractors.

If any Bidder(s) responding to this request offers such financial interest or benefit, gratuities, favors, or anything of monetary value to any officers, employees, and agents of the DNREC or of the Subgrantees, said Bidder(s) and its employees or agents will be disqualified from participation in current and future proposal requests.

SECTION C - SCOPE OF WORK

DNREC will administer the Weatherization Assistance Program grants through a Subgrantee in each of the state's three counties. Funded by the U.S. Department of Energy (DOE), 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 WEATHERIZATION PROPOSALS (RFP) is being released by DNREC. DNREC is the State of Delaware's administrator of funds for the weatherization program in the State of Delaware. First State CAA will administer the program as the Subgrantee of the funds in Kent and Sussex counties. Neighborhood House, Inc. will administer the program funds as the Subgrantee in New Castle County.

The Subgrantees will Contract 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. This RFP calls for proposals that detail experience, qualifications, resources and prices that reflect a Bidder's ability and willingness to provide effective workmanship at reasonable costs.

Weatherization measures called for in an individual residential unit will be determined by an established Energy Audit criteria conducted by a qualified auditor selected by the Subgrantees. The Energy Audit recommendations will result in a work order issued by the Subgrantees to the Successful Bidder(s) assigned to perform an individual weatherization project.

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.

1. SUCCESSFUL BIDDER POOLS

The RFP is designed to result in three Successful Bidder(s) pools: the Energy Auditor/ Inspector pool, the Building Shell pool and Mechanical Services pool. Successful Bidder(s) will be drawn from each pool for individual job assignments.

Energy Auditors and Inspectors shall analyze a unit to determine what cost effective weatherization measures are needed and ensure that the measures called for are properly completed. Contracts for the audit/inspection functions shall 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.

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, caulking, and fenestration. (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 quoted pricing and on the Bidder(s)'s demonstrated capacity to perform building shell measures using accepted, standard tools and methods.

Building Shell Weatherization Measures

- Insulation installation
- Pressure diagnostic directed air sealing
- Windows and doors repair and limited replacement
- Reflective roof coating

Weatherization Mechanical Services work with the home's heating source and the water heater in the unit, along with connected systems. 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, new units will be called for. Such cases will be bid on a job-by-job basis among the pool of mechanical services Successful Bidder(s). Contracts will be awarded based on quoted pricing and on the Bidder(s)'s demonstrated capacity to maintain, repair or install mechanical systems.

Weatherization Mechanical Repair & Maintenance Services, include but is not limited to:

- Testing and repair of heating sources, duct work, and related measures
- Standard "clean and tune" of the heating sources, combustion appliances
- Testing and repair of water heater, flue venting, heating elements, flush & drain, and related measures

Weatherization Mechanical Replacement Services, include, but is not limited to:

- Limited replacement of heating sources, duct work, and related equipment
- Limited replacement of water heaters and related parts

2. SUPPLEMENTAL JOB BID COMPETITION

When the individual residential unit comes up for assignment, the Subgrantee will compare the measures called for on the job order to the pool of Successful Bidder(s) and choose the most appropriate. At this point, the Subgrantee may assign the job based on the measures and quotes on file that fit the work order. However, the Subgrantee may, at its discretion, 're-bid' all or part of the job from among the pool of applicable Successful Bidder(s).

In instances calling for the replacement of HVAC or water heating equipment, a supplemental bid must be conducted among the Successful Bidder(s) in the pool. The new, job-specific quotes will be factored in, to make the decision on the individual job assignment.

The supplemental job quotes will be requested in written form from at least three competitors from the appropriate pool and documented in the case file.

The right Successful Bidder(s) for the individual job assignment will then be selected from the Successful Bidder(s) pools based on the following factors:

- Comparative cost levels on the preponderance of measures called for on the individual job order;
- Comparative cost quote levels of supplemental bids on the measures for the specific job; as applicable;
- Ongoing evaluation by the Subgrantee of the contending Successful Bidder(s)'s work with other weatherization jobs utilizing similar weatherization measures; and,
- Availability of the specific Successful Bidder(s) for the job.

The volume of work assigned to any one Successful Bidder(s) will be determined through negotiations between Subgrantee and the Successful Bidder(s) on an individual job, predicated on the Successful Bidder's capacity to complete the work in the time stipulated, and the quality of workmanship previously demonstrated.

3. JOB ORDER NUMBER

Each job assigned by the Subgrantee will have a distinct job number traceable to the name and address of the client. The Successful Bidder(s) must use the Job Order Number on every invoice, form, letter or document connected to the specific case. All weatherization funds claimed by the Successful Bidder(s) for the job must be traceable to the specific job by job number.

4. SUCCESSFUL BIDDER(S) REQUIREMENTS

The Bidder's quotes are to include the total costs of all labor, materials, tools and special equipment required for the weatherization work being quoted. In most instances, materials used on a job will be billed separately, for the actual, documented cost of the item, plus a small percentage handling fee each set forth separately. All Successful Bidder(s) claims will separate labor and materials so the Bidder quotes in the proposals will be stated in the same way.

5. WORKMANSHIP STANDARDS

The Contract will require that all work meet the workmanship standards of the weatherization program. Several sources are available to the Successful Bidder(s) which detail these standards. Bidders are expected to become familiar with the following sources when constructing their proposals. Sources include the *Delaware Weatherization Program Field Guide*, available from the DNREC and the Subgrantees. Also important are the U.S. Department of Energy (DOE) weatherization program regulations at 10 CFR 440; particularly Appendix A: "Standards for Weatherization Services". The code of federal regulation (CFR) is available at numerous websites by searching under that name.

Standards of workmanship will be at the core of the training and technical assistance that will be a part of the Successful Bidder(s)'s relationship with the weatherization program. Training requirements will be crucial in the program's efforts at ongoing improvement in workmanship among its Successful Bidder(s). In most instances, the cost of training will be the responsibility of the Successful Bidder(s).

A fourth source of quality standards originates from the Bidder. All weatherization work completed by the Successful Bidder(s) must meet descriptions and specifications identical to those quoted in the Bidder's approved proposal. The approved proposal will be incorporated as a part of the Contract.

6. DAVIS-BACON COMPLIANCE

Compliance with the Davis-Bacon Act has become a part of the Successful Bidder(s)'s responsibility under the Delaware Weatherization Assistance Program policy and must be integral to the construction of the quotes in this proposal.

Davis-Bacon compliance is a "flow down" requirement with the weatherization funding provided by the American Recovery and Reinvestment Act (ARRA) of 2009. ARRA will be the source of most of the federal funding of the program over this Contract period. Thus, the Delaware weatherization program has elected to extend the Davis-Bacon requirements to work on *all* of the units weatherized over this period, regardless of funding source.

Under Davis-Bacon, the U.S. Department of Labor (DOL) sets prevailing wages and fringe benefits to be used for laborers and mechanics employed directly, on-site, at all weatherization projects totaling more than \$2,000. Weatherization Successful Bidder(s) will be required to pay no less than these locally prevailing wages and fringe benefits for the applicable weatherization job classification on all jobs. The law also requires that companies pay laborers and mechanics on not less than a weekly basis. Time and pay records must be kept that document compliance with these requirements.

The DOL prevailing wage and fringe rates for weatherization work in each of Delaware's three counties are as follows:

County	Weatherization Worker wage + fringe	Doors & Window Replacement Worker wage + fringe	HVAC, furnace heating and cooling repair installation and replacement worker wage + fringe
New Castle	13.03 +1.42	14.56 +2.08	18.00 +4.92

Kent	13.15 +1.45	15.16 +2.27	18.00 +4.92
Sussex	13.15 +1.45	15.16 +2.27	18.00 +4.92

The DOL prevailing wage and fringe rates for other types of work at weatherization work sites, not specific to the weatherization jobs above, in each of Delaware's three counties are as follows:

Counties	Carpenter	Electrician	Plumber
New Castle	10.59 +2.05	9.12 +undetermined	9.80 +undetermined
Kent	9.75 +.65	10.00 +undetermined	8.92 +undetermined
Sussex	9.75 +.65	10.00 +undetermined	8.92 +undetermined

Bidders must familiarize themselves with the requirements of the Davis-Bacon Act when constructing their proposals. Of course, the requirements of prevailing wages will affect the Bidder's specific quotes for labor. In addition to wage rates, the Bidder should consider the record keeping requirements of the Act, as they may be more involved.

The Davis-Bacon Act itself, along with many other relevant websites, is available through an online search under its name. Additionally, DOE Weatherization Program Notice 09-9 provides guidance to Weatherization Assistance Program participants on the applicability of the Davis-Bacon Act with regard to the expenditure of ARRA funds.

7. CLAIMS

Successful Bidder(s) shall submit invoices within five (5) days of the completion of their work. The Subgrantee will begin to process the invoices received for payment within thirty (30) days after the Successful Bidder(s)'s work has passed final inspection and after receipt of the Successful Bidder(s) acceptable invoice and any other required documents.

No claim shall be paid, nor should a claim be submitted for reimbursement, for any work performed by the Successful Bidder(s) which is outside of the weatherization measures set forth by a Subgrantee's work order, without a prior, written modification of the Subgrantee's work order.

No claim shall be paid, nor should a claim be submitted for reimbursement, for any work performed by the Successful Bidder(s)'s employees who have not fulfilled the training requirements of the weatherization program.

No claim shall be paid, for any work performed by the Successful Bidder(s), until such time as a Subgrantee has performed the final inspection and has issued a written determination that the work has been performed in a satisfactory manner.

The Successful Bidder(s) will not be paid for unsatisfactory work or work which does not meet the minimum workmanship standards set by the Subgrantee, DNREC and DOE.

The Successful Bidder(s) 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 for a period of five (5) years.

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

- Successful Bidder(s) 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 Subgrantee; and
- Any additional forms that the Subgrantee may require to document the work results.

8. RECORDS AND REPORTING

Successful Bidder(s) will be required to keep a file detailing the weatherization work completed on each unit, the employees who performed the work, the payroll records for such employees and the costs billed for each unit.

Successful Bidder(s) 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 time, wage and pay records.

Successful Bidder(s) will be required to document employee participation in certain required training programs.

The Davis-Bacon Act has its own set of reporting requirements which will be the sole responsibility of the Successful Bidder(s).

Successful Bidder(s) will be required to maintain strict accountability for the costs billed to the program, including but not limited to the employee, time, wages, taxes paid and material costs. Successful Bidder(s) 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 individual residential unit weatherized. All claimed costs must be linked directly to weatherization activities performed on a specific individual residential unit and identifiable by the work order, case name, address and the job order number assigned by a Subgrantee.

Successful Bidder(s) is required to retain all records for no less than five (5) years after the close of the Contract period. Records must be made available, upon request and without charge, to a Subgrantee, the DNREC, and the DOE or to any other duly authorized federal or entity, for the purpose of a fiscal review, a required audit or any law enforcement purpose.

Successful Bidder(s) are prohibited from using client records for any purpose other than those directly related to the Weatherization Assistance Program. Successful Bidder shall maintain the confidentiality of all client records and information obtained while engaged in the Weatherization Assistance Program.

9. ENERGY AUDIT

The results of the Energy Audit will be used by a Subgrantee to design a work order for the individual residential unit. Any weatherization work shall 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 a Subgrantee. (NOTE: The energy audit RFP is contained on a different form than this RFP for regular weatherization services.)

10. PERFORMANCE OF WORK

Successful Bidder(s) must furnish work crews with competent and qualified employees (both supervisory and work personnel). Successful Bidder(s) are required to maintain a Supervisor at the work site when work under this RFP is being performed.

Successful Bidder(s) will be required to complete weatherization measures to the individual residential units within the time frame established with a Subgrantee. Any anticipated delays in this time frame on the part of the

Successful Bidder(s) must be communicated to the Subgrantee issuing the work order prior to accepting the work assignment.

Successful Bidder(s) will be required to guarantee the life of all materials and the work performed, for normal wear and tear, for a period of not less than one (1) year from the date the individual residential unit passes the final Inspection.

All weatherization work performed must be properly permitted and completed in conformance with applicable building codes, any other applicable codes, and Federal, State, and Local laws, statutes, rules, regulations and ordinances. Successful Bidder(s) must be aware of and conform to local zoning codes.

Successful Bidder(s) must also comply with all Historic Preservation requirements.

11. TRAINING REQUIREMENTS

As an important part of the continual improvement of the Delaware weatherization program, the Successful Bidder(s) must be willing to undergo weatherization training as prescribed by the Subgrantee or DNREC. The DNREC plans to implement requirements on Successful Bidder(s) and their employees which will mandate further training requirements on certain weatherization jobs.

A Successful Bidder(s) with better trained employees may be assigned more job assignments. Successful Bidder(s) whose work fails to meet the quality workmanship standards and training requirements for the weatherization program will be at risk of receiving less work or Contract termination.

In some cases, Successful Bidder(s) may qualify for the Successful Bidder(s) pool with specific types of job assignments contingent on receiving specific training in specialized areas of weatherization services so that they may provide more comprehensive weatherization services.

12. INSURANCE

Successful Bidder(s) must submit proof of insurance with their proposals. The Successful Bidder(s) will be required to indemnify the Subgrantee and the DNREC against claims pursuant to its work under the Contract; provide standard liability insurance; and, provide insurance coverage for pollution occurrence.

Successful Bidder(s) will be required to maintain Workman's Compensation and Unemployment Compensation insurance, as required by law.

13. LEAD SAFE WORK PRACTICES

The Successful Bidder(s) 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 this regulation, the Subgrantee 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 oversee all work performed under this regulation 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 Successful Bidder(s) will also be required to comply with all laws, rules and regulations of the State of Delaware regarding lead safety to protect the weatherization workers and the client families for which the work is done. Additionally, the CR must ensure dispose of any lead based material in the manner proscribed by federal and state statute, rules and regulations.

If effective precautions are not possible to perform this type of weatherization work, the Subgrantee may defer the job until lead hazards are abated. The cost of such lead remediation is not within the scope of the weatherization program.

14. 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 removed and disposed of in accordance with all federal and State rules and regulations.

If effective precautions are not possible to perform this type weatherization work, the Subgrantee may defer the job until asbestos hazards are abated. The cost of asbestos removal is not within the scope of the weatherization program.

15. SUCCESSFUL BIDDER(S) REWORK

The Successful Bidder(s) will be responsible for all damages resulting from improper installation of weatherization materials and/or mechanical systems. A Subgrantee is responsible to account for all corrective measures necessary to bring the individual residential unit(s) into compliance.

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

An inordinate number of unsatisfactory final inspections of a Successful Bidder(s) due to poor workmanship or inadequate material standards may result in a lesser volume of project assignments or other action including termination of the Contract.

16. SUCCESSFUL BIDDER ASSURANCES

The Successful Bidder(s) of the proposal must agree to the following assurances in signing the proposal.

- Successful Bidder(s) acknowledges and agrees that the all submitted quotes include the costs of furnishing all labor, materials, permit fees (if applicable), taxes, sales taxes, tools and special equipment required for the weatherization measure being quoted.
- Successful Bidder(s) assures that weatherization services will be conducted using equipment and materials as approved by the Subgrantee and the DNREC.
- Successful Bidder(s) assures that all weatherization measures will be conducted using standard weatherization industry work practices approved by the Subgrantee and the DNREC.
- Successful Bidder(s) assures that its weatherization employees will participate in technical training required by the Subgrantee and the DNREC to ensure the consistency and quality of weatherization services.
- Successful Bidder(s) assures that it will comply with weatherization measures in the work order, including all drawings, plans and specifications determined by the Subgrantee based on the Energy Audit and any future work priorities set forth in weatherization policies.
- Successful Bidder(s) agrees to maintain all permits, certifications and licenses required by the state, the locality, the Subgrantee or the DNREC.
- Successful Bidder(s) assures that all Contracted work will be properly permitted and completed in conformance to applicable building and other state and local codes.
- Successful Bidder(s) assures that the Successful Bidder(s) will conform to local zoning codes.
- Successful Bidder(s) assures that it will cooperate in Subgrantee's compliance with Historic Preservation requirements.
- Successful Bidder(s) agrees to provide proof of insurance and bonding in types and amounts required by the Subgrantee and the DNREC.
- Successful Bidder(s) agrees to maintain Workman's Compensation and Unemployment Compensation insurance required by law.

- Successful Bidder(s) agrees to furnish the Subgrantee with evidence of adequate liability and other insurance coverage as required under this policy.
- Successful Bidder(s) assures that compliance will be maintained with the requirements of the Davis-Bacon Act including the payment of prevailing wages determined by the DOL and reporting of such as required by the DNREC.
- Successful Bidder(s) assures that no claims for reimbursement will be submitted for work outside of the weatherization measures set forth by the Subgrantee's work order, without prior, written approval for the modification of the work order.
- Successful Bidder(s) assures that no claims for reimbursement will be submitted for reimbursement of any costs incurred for any work performed, until such time as a Subgrantee has performed a final inspection and has issued a written determination that such work has been performed in a satisfactory manner.
- Successful Bidder(s) assures that all funds received for weatherization will be documented and accounted for and using generally accepted accounting principles.
- Successful Bidder(s) assures that the Successful Bidder(s) will make available without cost all records of weatherization work including testing results as required by the Subgrantee and the DNREC.
- Successful Bidder(s) assures that no gifts, money, other financial remuneration, or gratuities from any persons related to the Successful Bidder(s) or in the Successful Bidder(s) employ or control have been provided to the Subgrantee, the Subgrantee's employees, officers, or other persons associated with the Subgrantee.
- Successful Bidder(s) assures that the Successful Bidder(s) 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.
- Successful Bidder(s) assures that it is not debarred or suspended from doing business under any federal or State of Delaware grants or statute.
- Successful Bidder(s) agrees to provide criminal background checks, for Successful Bidder(s) and their employees working on the Weatherization Assistance Program project.
- Successful Bidder(s) agrees to provide a drug and alcohol free job site and workplace.

SECTION D – PROPOSAL EVALUATION

The purpose of the Weatherization Assistance Program (WAP) is to reduce the energy cost burden of the low-income residents of Delaware while maintaining the health and safety of people in their homes. The proposal must describe the plan to perform weatherization measures in a cost effective and safe manner while maintaining the workmanship standards defined by the WAP.

The selection of Successful Bidder(s) will take into consideration many factors presented in the proposal. In some cases, Successful Bidders may qualify for the Successful Bidder(s) pool for specific types of job assignments and may have less total points than other Successful Bidders offering more comprehensive services. Some of the considerations may include:

- The Successful Bidder's price for labor and materials in the areas of weatherization as quoted in the proposal.
- The Successful Bidder'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 Successful Bidder's capability to provide whole house building shell work, as bid.
- The Successful Bidder's demonstrated capability to provide comprehensive mechanical systems work, as bid.
- The Successful Bidder's demonstrated capability to provide energy audits and inspections, as bid.
- The Successful Bidder's organizational, financial and personnel resources to be devoted to the weatherization work under the Contract.
- The Successful Bidder's specific weatherization program training background, licenses and certifications as applicable to the weatherization work being bid.

1. **WEATHERIZATION GENERAL PROPOSAL**

Each of the following eight weatherization general proposal questions will be scored from one (1) to five (5) points, with 5 being the best and 1 being the worst. The weatherization general proposal questions are:

‘(1.) List at least three jobs the Successful Bidder(s) has performed in the last year, either for a weatherization program or that required work related to the weatherization measures on which the Successful Bidder(s) intends to bid.

‘(2.) List education and training your Successful Bidder(s) 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.

‘(3.) List equipment and tools, specific to weatherization work, which your Successful Bidder(s) currently owns and with which your employees have expertise. Include make, model and age of items.

‘(4.) List *currently active* certifications and licenses held by Successful Bidder(s) themselves and their employees 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.

‘(5.) List two major vendors, by Vendor’s name and contact information, from whom the Successful Bidder(s) purchases most of its work related parts, materials and supplies.

‘(6.) List the major financial institution (bank name, contact information) with whom the Successful Bidder(s) has a line of credit, checking account(s), or other financial dealings.

‘(7.) List three clients for whom the Successful Bidder(s) have completed work in the past two years. Please provide the client name and contact information, specific job, date of job.

‘(8.) Explain in 'bulleted' list form the Successful Bidder(s)’s qualifications to perform weatherization for the Weatherization Assistance Program.

2. **WEATHERIZATION QUOTES**

Each of the quotes for weatherization services will be given two scores. Two (2) to ten (10) points will be assigned by ranking the quoted costs for each proposed service. The lower quotes will receive higher points.

Each service quoted is to be accompanied by the Successful Bidder(s)'s short description of the service offered. Each description will be compared to the bid specifications provided with the measure and scored from one (1) to five (5) points.

In each case, the more services which a Successful Bidder(s) can propose, the more points will be received.

The following weatherization service measures are available for quotes:

- *INSULATION*
- *AIR SEALING, SHELL & DUCTS*
- *WINDOWS AND DOORS*
- *REFLECTIVE ROOF COATING*

- HEATING VENTILATING AND AIR CONDITIONING (HVAC)
- WATER HEATERS

3. **ENERGY AUDIT/ FINAL INSPECTION GENERAL PROPOSAL**

Each of the seven general proposal questions to provide energy audit/ final inspection services will be scored at one (1) to five (5) points, with 5 being the best and 1 being the worst. The energy auditor general proposal questions are:

‘(1.) List the *educational* background which qualifies the individual to conduct energy audits and final inspections. Include degrees, related training, certifications, and licenses.

‘(2.) List job *experience(s)* which qualify the individual to conduct energy audits and final inspections.

‘(3.) List instruments and tools used by the individual and the method in which they are incorporated into the audit and inspection processes.

‘(4.) Describe energy auditor methods commonly used by the individual in the following areas:

- (a.) Client interview and education
- (b.) Identifying excessive air infiltration and prioritizing air sealing
- (c.) Inspection of HVAC systems, specific tests and recommended repair and replacement criteria
- (d.) Inspection of water heaters, specific tests and recommended repair and replacement criteria

‘(5.) How does the individual evaluate the cost effectiveness and prioritize of the recommended measures?

‘(6.) List the major financial institution (bank name, contact information) with whom the individual or the individual's company has a line of credit, checking account(s), or other financial dealings.

‘(7.) 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, date of job.

4. **ENERGY AUDIT/ FINAL INSPECTION QUOTES**

Each of the two quotes for energy audit/ final inspection services will be scored. Two (2) to ten (10) points will be assigned by comparing and ranking the quoted costs for each of the services quoted. The lower quotes will receive higher points. Two quotes will be provided:

‘(1.) Cost of one Energy Audit according to weatherization program standards.

‘(2.) Cost of one Final Inspection according to weatherization program standards.

THE REMAINDER OF THIS DOCUMENT IS INTENTIONALLY LEFT BLANK