

**REQUEST FOR PROPOSALS
FOR RESIDENTIAL WEATHERIZATION
INSTALLATION SERVICES
LOCATED IN SMYTH, WYTHE AND BLAND COUNTIES, VIRGINIA**

RFP# MAR-2020

Proposals due March 31, 2020 at 5:00 pm

Proposals shall be sealed and clearly marked and submitted to:

Mountain Community Action Program, Inc.

Attn: Brook Vernon

Drawer 1008

Marion, VA 24354

Refer questions to:

Tommy Boardwine

Weatherization/Housing Program Manager

Phone: 276-783-7337

Email: tboardwine@mountaincap.org

Request for Proposal

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Part I Proposal Requirements

Section IA: General Information

1. Introduction

Mountain CAP is a nonprofit community action agency in southwest Virginia on a client-served basis, serving a three county area. Mountain CAP provides energy assistance, crisis assistance, education and employment, home weatherization services, financial education, tax preparation, Project Discovery. Mountain CAP is organized under section 501©3 of the Internal Revenue Service Code. Its annual operating budget is approximately \$750,000, which is received from federal, state and private sources. Mountain CAP administers the Low-Income Weatherization Programs in Smyth, Wythe, and Bland counties. Funding is provided by the U.S. Department of Energy, Department of Health and Human Services, and the Appalachian Power Company. These funds are administered by the Virginia Department of Housing and Community Development (DHCD).

The Weatherization Assistance Program purpose:

- To reduce structural heat loss and reduce energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the dwelling unit.
- To provide for the health and safety of the client.
- To educate clients on health and safety measures.

2. Overview

Mountain CAP is requesting proposals from experienced, cost effective and efficient HVAC, Electricians, Plumbing, and General contractors to support eligible home weatherization projects in Smyth, Wythe, and Bland counties. The Contractor(s) that demonstrate qualification and achieve the highest numerical score according to the rating criteria contained in this RFP will be considered a qualified contractor and will be eligible for a contract to provide specialty services as outlined and required by Mountain CAP.

Mountain CAP intends to contract with the following contractor types as a result of this RFP process:

- a. Weatherization installers
- b. Electricians
- c. HVAC
- d. Plumbers
- e. Wood Stove installers

3. Background

The Weatherization Assistance Program is a state and federally funded program managed locally by community action agencies, housing authorities, or local government agencies. The program provides professional weatherization for stick-built and mobile homes through the services of weatherization specific contracting firms. Each weatherization project includes one or more measures to improve the energy and thermal efficiency of the home and/or enhance the health and safety of the home's occupants. The most common measures include insulating and air sealing the building shell and ductwork, installing or repairing windows and doors installing or repairing heat systems and other improvements. Work under this RFP and contract is exclusive to the contractor's specific specialty.

4. Additional Resources

Applicants should consult and be familiar with the Weatherization Specifications for the Virginia Weatherization Assistance Program and the current US Department of Energy Weatherization State Plan for Virginia. Please take special note of Appendix D of the Health & Safety Plan within the Weatherization State Plan.

All documents can be found on the DHCD website:

5. Scope of Work

Contractors will be required to install weatherization measures in single family stick built and mobile homes as prescribed by the Mountain CAP staff. Specific weatherization measures include and are dependent on the type of Contractor license each contractor is licensed for:

- Furnace or heat pump tune-up, maintenance or repairs;
- Installation of gas furnaces, electric furnaces, and ductless heat pumps;
- Installation of zonal heating systems;
- Plumbing or electrical repairs as warranted;
- Maintenance, repair or installation of water heaters;
- Installation of air or duct sealing;
- Installation of materials to address incidental repairs;
- Installation of equipment and/or materials to address identified health and safety issues; and/or
- Installation of wall, floor and/or attic insulation

6. Period of Performance

A contract awarded as a result of this RFP will be for one year, from **July 1, 2020 to June 30, 2021**. The contract may be renewed annually for up to two (2) additional years contingent upon contractor(s) performance, program compliance, continued program funding, and Mountain CAP approval. Upon initiation of contract renewal by Mountain CAP, the contractor(s) will be provided an opportunity to update and renegotiate the price proposal.

7. Program Funding

Mountain CAP has received stable program funding to serve the southwest Virginia residents for over 50 years and anticipates continued funding. Mountain CAP has averaged an estimated 12 HVAC weatherization projects resulting in \$40,000 in HVAC contractor payments per year, though the actual amount to be expended under this procurement contract is unknown. This estimate is offered solely for information purposes and is not a guarantee of requirements.

8. Timeline for Selection

Proposals due:	March 31, 2020
Proposal review, contract award and contract signing	April 15, 2020
Contract begins (estimated)	July 1, 2020

9. RFP Terms and Conditions

ADMINISTRATIVE REQUIREMENTS –

It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Mountain CAP has the right to reject or accept proprietary information.

AUTHORSHIP –

Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD –

Mountain CAP reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Mountain CAP reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY-

Proposer shall comply with all applicable agency policies as well as state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST –

All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Mountain CAP or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES –

Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD –

The contract award will not be final until Mountain CAP and the prospective contractor have executed a contractual agreement. The contract template is included on the Mountain CAP website as Exhibit D.

Mountain CAP reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES/PROTESTS –

Mountain CAP encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP.

- Written complaints should be addressed to Mountain CAP – Weatherization Manager, 602 S. Iron Street, Marion, VA. If complaint is not satisfactorily settled, contact the Mountain CAP Executive Director.

DISTRIBUTION OF WORK –

Mountain CAP will assign work orders to contractors for each project. All work must be authorized in advance in writing by Mountain CAP program staff. It is Mountain CAP's intent to award projects to the primary contractor(s) selected through this RFP. In instances when the primary contractors are unavailable or has capacity limitations, work orders will be provided to alternate contractor(s).

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS –

It is the policy of Mountain CAP to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Mountain CAP is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ELIGIBLE CONTRACTORS –

Contractors must be licensed, bonded and properly insured to perform weatherization work on residential housing units throughout Central Oregon and the Confederated Tribes of Warm Springs. Contractors who are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities shall be ineligible for work under this contract.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM –

Mountain CAP wishes to implement an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle.

INDEPENDENT PRICE DETERMINATION –

The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

LIMITATION –

This RFP does not commit Mountain CAP to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS –

A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

PREFERENCES –

Preference will be given to minority businesses and women's business enterprises.

PRESENTATIONS –

Presentations may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that a presentation is desired and will be notified of the date, time and location the presentation is to be conducted.

PRICE WARRANT –

The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor. PROPOSAL PREPARATION COSTS – Mountain CAP shall have no financial responsibility for any costs incurred by contractors in responding to this RFP and shall not be liable for any costs until the selected contractor(s) has executed a contract with Mountain CAP and has been authorized in writing to proceed.

REJECTION OF PROPOSALS –

Mountain CAP reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Mountain CAP to do so.

SUBCONTRACTING –

No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Mountain CAP. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

Section IB: Work Requirements

1. Required Services:

a) Code Requirements – All work performed under this agreement and the individual project contract shall be in full compliance with the current Virginia Uniform Building, Plumbing, Mechanical, and Electrical Specialty Safety Code.

b) Permit Requirements – Contractor shall be responsible for obtaining ALL permits required as a result of construction and shall provide Mountain CAP with copies of all permits obtained.

c) Lead Safe Work Practices – Contractor shall be responsible for complying with all lead-based paint renovation, repair and painting (LRRP) requirements if lead based paint will be disturbed. These requirements include having a certified renovator on staff and obtaining their lead based paint renovation contractor license through the Construction Contractors Board (CCB). Copies of the certified renovators' certificate(s) and the lead based paint renovation contractors' license must be provided to Mountain CAP prior to the signing of a contract (if lead based paint will be disturbed). In addition, if lead based paint will be disturbed all workers performing work on pre1978 housing must be trained in lead safe weatherization (LSW) and documentation of LSW training of each worker must be provided to Mountain CAP prior beginning the first job. Mountain CAP will provide the LSW training materials upon request.

d) Debris Removal – Contractor shall be responsible for removing all construction debris generated as a result of work performed either by himself/herself or his/her subcontractors. Disposal of such materials shall be made in accordance with all environmental laws, ordinances, rules or regulations.

e) Guarantee – All materials provided shall have a twenty (20) year life expectancy when possible. All work and materials shall be guaranteed by Contractor for one (1) year from the time of completion. This guarantee includes the repair and replacement of defective measures resulting from improper installation or material defect.

f) Other – Contractor shall take all necessary actions to comply with Oregon's employment laws by contributing to the worker's compensation, unemployment compensation and state industrial accident funds, as well as any other actions required by the State of Virginia or any municipality thereof.

2. Mountain CAP Responsibilities

Mountain CAP Responsibilities is responsible for the following activities:

- a) Determine client eligibility
- b) Conduct home energy audit and health and safety inspection
- c) Conduct initial blower door assisted infiltration test
- d) Conduct initial combustion safety test on non-electric units
- e) Notify owners of lead based paint hazards
- f) Notify contractor of lead based paint evaluation results if paint evaluation or risk assessment has been performed
- g) Review and compare weatherization analysis with the selected contractor
- h) Obtain landlord approval
- h) Prepare and issue work order
- i) Inspect work in progress
- j) Perform final inspection to ensure work meets requirements
- k) Assign penalties
- l) Request permits from contractor
- m) Pay contractor
- n) Monitor the contract for compliance to include weatherization lead safe work practices.
- o) Provide contractor with list of state required certification requirements and schedule of all state required technical training classes.

3. Contractor Responsibilities

The Contractor is responsible for the following activities:

- a) Assure that all employees are familiar with the job order and specifications.
- b) Communicate with client to schedule job.
- c) Complete work order as issued by Mountain CAP.
- d) Educate client/homeowner on use of installed equipment/improvements.
- e) Perform incidental repairs essential to assure health and safety of client and installation or preservation of weatherization material.
- f) Obtain permits.
- g) Get prior approval for any work when cost is above approved amount
- h) Conduct final quality control inspections before submitting inspection request to Mountain CAP.
- i) Submit copy of permit.
- j) Submit inspection requests and invoice.
- k) Correct any item which does not pass inspection within 5 working days.
- l) Submit re-inspection requests.
- m) Submit all pertinent documents (manuals, warranty documents, etc.) to property owner
- n) Contractor shall warrant work for a period of one (1) year.
- o) Ensure compliance with all applicable local, state, and federal regulations and State of Virginia Weatherization Specifications.
- p) Utilize lead safe work practices on all dwellings built prior to 1978.

4. Deliverables & Schedules:

Contractors are expected to complete a job within 7 days (for emergencies) or 30 days (for standard jobs) from the issue date, meaning all work is done and an inspection has been requested. If a job fails inspection, the Contractor is expected to make corrections and call for re-inspection within 5 business days. Before a job is considered closed, contractor must submit copies of permits and a final invoice.

Part II Proposal Preparation and Submittal

Section IIA: General Information

1. Proposal Clarification:

Questions and requests for clarification regarding this Request for Proposal must be directed in writing, or via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is March 15, 2020. If a substantive clarification is necessary, an addendum will be issued no later than April 15, 2020 on the Mountain CAP website at: <https://www.mountaincap.org/weatherization>

Section IIB: Proposal Submission

1. Proposals Due:

Sealed proposals must be received no later than March 31, 2020 at 5:00 p.m. EDT. The outside of the envelope/package shall clearly identify:

- a. RFP number
- b. Name and address of the proposer Hard-copy proposals with original signatures must be received by the proposal due date/time. Electronic copies of proposals will not be accepted.

Responses received after submittal date and time will not be considered and will be retained and unopened.

2. Proposal Materials:

All proposals must include:

1. Request for Proposal Response Form
2. Price Sheet

Mountain CAP encourages the use of submittal materials that contain postconsumer recycled content and are readily recyclable. Mountain CAP discourages the use of materials that cannot be readily recycled. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable. Color is acceptable, but content should not be lost by black-and-white printing or copying. All submitted proposals become the property of Mountain CAP.

Part III: Proposal Evaluation & Contract Awards

Section IIIA

1. Evaluation and Section:

Complete proposals received in response to this RFP will be evaluated and scored by a technical review committee. Committee review results and recommendations will be presented to Mountain CAP management for final decision making. Mountain CAP will award the contract only to responsible contractor(s) possessing the ability to perform successfully under the terms and conditions of this procurement. The contract will be awarded to the responsible firm(s) whose proposal is most advantageous to Mountain CAP.

2. Evaluation Criteria Scoring:

Each proposal received in response to the RFP will be objectively evaluated and rated according a specified point system.

A 100 point system will be used, weighted against the following criteria:

Criteria Maximum Points

Cost Proposal	25 points
Experience/Expertise/Quality	40 points
Compliance with Public Policy	10 points
Experience working with low-income population	5 points
Minority or women-owned business	5 points
Capacity to Meet Production levels	15 points
Total	100 Points

Section IIIB: Contract Awards

1. Contractor Selection

The selected Contractor(s) will be determined by the outcome of the evaluation of all proposals by the review committee. Should Mountain CAP not reach a favorable agreement with a selected proposer, Mountain CAP shall terminate negotiations and may commence negotiations with the next highest scoring proposer.

2. Contract Development

The proposal and all responses provided by the successful proposer may become a part of the final contract. The form of contract shall be Mountain CAP's Weatherization Agreement, which is included on Mountain CAP's website as Exhibit D. All prospective proposers should review Exhibit D of this RFP carefully to ensure full understanding of applicable laws, requirements, licensing, insurance thresholds, and other relevant program information.