

GLEAMNS HUMAN RESOURCES COMMISSION

October 17, 2017

REQUEST FOR SEALED PROPOSALS

COUNTIES SERVED

Abbeville
Anderson
Edgefield
Fairfield
Greenwood
Laurens
Lexington
McCormick
Newberry
Oconee
Pickens
Richland
Saluda

CONTRACTORS FOR WEATHERIZATION ASSISTANCE PROGRAM

SOLICITATION NUMBER: P05-10-17

TYPE OF CONTRACT: TIME & MATERIALS

PROPOSAL DUE DATE & TIME: 4:00PM, NOVEMBER 13, 2017

ON NOVEMBER 13, 2017 @ 4:00PM, ONLY BUSINESSES' NAMES WILL BE READ ALOUD, ACKNOWLEDGING RECEIPT OF THEIR PROPOSALS. NO PROPOSALS WILL BE OPENED AT THAT TIME.

PROPOSALS RECEIVED AFTER DUE DATE AND TIME WILL NOT BE ACCEPTED. NO PROPOSALS WILL BE ACCEPTED VIA FAX OR EMAIL.

NUMBER OF COPIES TO SUBMIT: ONE (3) ORIGINAL

SUBMIT YOUR SEALED PROPOSAL TO:

**GLEAMNS HUMAN RESOURCES COMMISSION
ATTN: PURCHASING
P O BOX 1326
GREENWOOD, SOUTH CAROLINA 29648**

**OR
237 N HOSPITAL ST
GREENWOOD SC 29646
(HAND & EXPRESS DELIVERIES ONLY)**

MARK PROPOSALS WITH 'SOLICITATION NUMBER: P05-10-17'

FOR QUESTIONS TO THIS SOLICITATION, CONTACT CHARLES VAUGHN @ cvaughn@gleamnshrc.org OR 864/229-8806.

Executive Offices

237 North Hospital Street, Greenwood, SC 29646 • PO Box 1326, Greenwood, SC 29648
(864) 223-8434 • Fax (864) 223-9456
www.gleamnshrc.org

CONTRACT ADMINISTRATOR

The contract administrator for this project shall be Charles Vaughn and can be contacted via email at cvaughn@gleamnshrc.org or telephone 864/229-8806.

GENERAL INFORMATION

GLEAMNS Human Resources Commission, Subgrantee, heretofore known as Agency, invites you to submit a sealed proposal in accordance with the requirements of this solicitation as follows:

This request for proposals does not commit the Agency to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. The Agency reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified contractors, to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of the Agency.

Each contractor will be required to submit three (3) references which would include a name, address, telephone number, mobile number, email address, and general description of jobs performed within a weatherization environment.

Proposals will not be reviewed if they are late or not responsive, i.e., not containing all requested specifications, costs and other information, and submitted in the manner prescribed. The proposals will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from offertory after the closing date and time. The Agency reserves the right to select such offer or which it deems appropriate and is not bound to accept any proposal based on price alone, further reserving the right to reject any or all proposals if it is deemed to be in the Agency's best interest.

Questions concerning the Request for Proposals will be accepted until the specified closing date/time and should be addressed as specified in this solicitation.

Small, minority, and women owned businesses are encouraged to submit proposals, with due consideration given to all offertory.

All offertory are to submit (1) ORIGINAL proposal.

The Agency may require selected offertory to participate in cost negotiations, technical revisions or other revisions to their proposals prior to contract finalization.

The offer, solicitation or acceptance of gratuities or compensation, intended to influence the contractor selection process is expressly prohibited.

The Agency reserves the right to disqualify (with reason) a vendor from the qualified contractors list.

All contractors will be notified as to the acceptance or rejection of their offer in writing.

The Agency reserves the right to seek appropriate administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms.

Provisions for termination of the contract by the Agency or the recipient, and the basis of the settlement in cases of default, or because of circumstances beyond the control of the contractor shall be clearly defined.

EQUAL EMPLOYMENT OPPORTUNITY

All contractors awarded contracts exceeding \$100,000 must comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND U.S.C. 276c)

All contractors awarded contracts exceeding \$2,000 of construction or repair must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations (29 CFR, Part 3), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Agency will report all suspected or reported violations to the Federal awarding agency.

CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.)

All contractors and subcontractors awarded contracts exceeding \$100,000 are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Region Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

For all contracts or sub-grants of \$100,000 or more, the Agency shall obtain from the contractor a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

DEBARMENT AND SUSPENSION (E.O.S. 12549 AND 12689)

For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11), (\$100,000 in 2005) the Agency shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

DRUG-FREE WORK PLACE CERTIFICATION: By submitting a proposal, Vendor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act.

ETHICS ACT: By submitting an offer, you certify that you are in compliance with South Carolina Ethics, Government Accountability, and Reform Act of 1991, as amended.

OCCUPATIONAL HEALTH & SAFETY ACT: The successful contractor has the responsibility for the overall compliance with the OSHA regulation and code.

TAXES: South Carolina sales tax (7% - 8% for some counties in SC) shall be listed as a separate line item on proposal for all equipment and supplies/materials, if applicable.

QUESTIONS FROM CONTRACTORS: Any prospective contractor desiring an explanation or interpretation of the solicitation must be in writing. Questions must be received five (5) days prior to deadline date/time. All questions should be directed to Charles Vaughn, Purchasing Manager @ cvaughn@qleamnshrc.org, faxed to 864/223-9456 or mailed to P O Box 1326, Greenwood SC 29648. Label any communication regarding your questions with the name of the Purchasing Manager, and the solicitation title and number. **ORAL EXPLANATIONS OR INSTRUCTIONS WILL NOT BE BINDING.** Any information given a prospective contractor concerning a solicitation will be furnished promptly to all other prospective contractors as an Amendment to the Solicitation.

AMENDMENT TO THE SOLICITATION: The Solicitation may be amended at any time prior to opening. All contractors should check for amendments. It shall be the contractor's responsibility to insure that amendments have been received and acknowledged on the provided form:

- By signing and returning the amendment.
- By identifying the amendment number and date in the space provided.

IF THIS SOLITATION IS AMENDED, THEN ALL TERMS AND CONDITIONS WHICH ARE NOT MODIFIED REMAIN UNCHANGED.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be sent to all contractors who submitted a proposal.

COMPLIANCE WITH LAWS: During the term of this contract, all sub-contractors shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR PERSONNEL: The contractor shall enforce strict discipline and good order among the sub-contractor's employees and other persons carrying out the contract.

REJECTION/CANCELLATION: The Agency may cancel this solicitation in whole or in part. The Agency further reserves the right to purchase in the best interest of the Agency.

INCURRING COSTS: The Agency and the Weatherization Assistance Program shall not be liable for any costs incurred by firms prior to the issuance of a contract.

INTRODUCTION

The Weatherization Assistance Program, heretofore known as the WAP, was established for the conduct of human service programs under Public Law 94-385, Title IV of the Energy Conservation and Production Act, Part A, Weatherization Assistance for Low-Income Persons, C. F. D. A. Number 81.042, and amended by the National Energy Conservation Policy Act, the Energy Security Act, the Human Services Reauthorization Act of 1984, and the State Energy Efficiency Programs Improvement Act of 1990. The program is administered and funded at the federal level by the Department of Energy, heretofore known as DOE.

This program is designed to assist low-income households in reducing their fuel costs and to contribute to national energy conservation through increased energy efficiency and consumer education. Weatherization measures provided by this program will reduce heat loss and energy costs by improving the thermal efficiency of dwelling units occupied by low-income households.

The Agency, a non-profit, community action agency and a corporate and politic body with the State of South Carolina's Governor's Office and the United States Department of Energy, has been granted permission by the State and the DOE to contract delivery of these services. Federal regulations require that every eligible household in the State have equal access to the benefits of the WAP.

SCOPE OF WORK

The Secretary of the United States DOE has allocated monies under the South Carolina WAP to conserve energy and reduce the impact of rising energy costs on low-income persons, particularly the elderly and disabled, through the weatherization of their dwellings within the States. The Agency meets applicable standards as a provider to administer the WAP associated with the U. S. DOE and the U. S. Department of Health and Human Services (DHHS) through the Office of the Governor of South Carolina, Office of Economic Opportunity (Grantee), hereinafter known as OEO. The grant shall take effect as of the first date to be determined by OEO but shall continue in full force through March 31, 2018, contingent upon the availability of federal and state funds.

Counties to be served are Abbeville, Anderson, Cherokee, Edgefield, Greenwood, Laurens, McCormick, Newberry, Oconee, Pickens, Saluda, and Spartanburg with a maximum total average cost per unit of \$7,200.00. Contractors must be willing to work in any of the twelve (12) counties listed above as assigned by the Weatherization Director or his/her designees. The Agency is requesting proposals from qualified contractors to provide the above-mentioned weatherization assistance/services to qualified low-income homeowners/renters.

The selected contractors will first be assigned homes closest to their areas. Afterward, homes will be assigned to contractors based on needs or to meet quotas.

NUMBER OF CONTRACTORS TO BE HIRED

Agency will hire at least one (1) Contractor but possibly more than one (1) during program year, depending on Contractor's qualifications, to meet demands of anticipated growth of WAP program.

CERTIFICATIONS OF CONTRACTORS

The Agency seeks contractors whose owners and/or crew members have completed coursework in the following areas and can submit certificated copies of the same:

Required by Owners

- ASHRAE 62.2 - 2016 (American Society of Heating, Refrigeration and Air Conditioning Engineers) Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings - 16 Hours
- EPA Lead Safe Certified Firm - 8 hours, pursuant to 40 CFR Part 745.89. Certification number required.
- Radon Measurement: Testing by the Book - 8 category 1 hour
- Inspecting Radon Mitigation Systems - 4 category 1 hour
- Successfully Communicating Radon Risk - 4 category 1 hour
- Properly Handling Radon Devices - 4 category 1 hour

Required by Owners, Crew Leaders and Crew Members

- OSHA Construction Industry Safety and Health - Lead Person 30 hours; Crew members 10 hours.

Required by Owners and Crew Members

- CHP (Community Housing Partnership) - Hot Climate Weatherization - 40 hours

Required by Owners and Crew Leaders

- EPA Lead Renovation, Repair and Painting - 8 hours, in order to work on pre-1978 homes, which took effect April 22, 2010. Must meet GA LBP Hazard Management Chapter 391-3-24 Requirements. Certification number required.

Required by Crew Members

- Lead-Safe Weatherization – 8 Hours

CERTIFICATIONS OF AGENCY, CONTRACTORS & CREW LEADERS

TIER 1 TRAINING

Tier 1 Training consists of comprehensive, occupation specific training that follows a curriculum aligned with the JTA. QCI training will be conducted at an accredited IREA training center or a representative from an accredited IREC training center will travel to the State and conduct two regional training sessions. All Agency inspectors and State monitoring staff are required to participate in the QCI training sessions.

TIER 2 TRAINING

- Field Guide (aligned with SWS)
- Procedures and Guidelines
- NEAT/MHEA
- ASHRAE 62.2 (2016)
- Combustion Appliance Safety

REQUIREMENTS OF CONTRACTORS

Contractors must follow mandatory compliance with the following:

- SCWPP -
- SWS – Standard Work Specifications
- JTA – Job Task Analysis.
- DOE (Department of Energy) regulations/program notices
- Criminal background checks

QUALIFICATIONS OF CONTRACTORS

Contractors must possess an active residential builder's license and submit copy of certificate or certification card with proposal. Contractors must have a minimum of five (5) years experience weatherizing site built and mobile home dwellings. The successful Contractors will also be required to possess the following capabilities prior to award: (1) knowledge and safety of lead-based paint; (2) blower door for air sealing or be willing to purchase one; (3) perform air sealing techniques with a working knowledge of mold and moisture control; (4) electronic combustion furnace analyzer with printer or be willing to purchase one; (5) gas detector or be willing to purchase one; (6) knowledgeable of Standard Work Specifications (SWS, in accordance with 10 CFR 440) for single family homes & manufactured housing; (7) duct blaster, which measures leakage to outside and leakage to duct system or be willing to purchase one; (8) infrared camera, which detects air leakage or be willing to purchase one; and (9) send their field staff to State sponsored training sessions as they are offered by the State.

RESPONSIBILITIES OF CONTRACTOR

The Contractor shall be required to implement the whole house approach when feasible, to include but not limited to:

- Health & Safety - inspect and test combustion appliances, such as heating system, stove and hot water heater. Also includes daily test-in, test-out
- Insulation - attic, wall and floor
- Air sealing with use of blower door, to include caulking, weather stripping and pipe sealing
- Ventilation
- Energy saving lighting
- Moisture barrier
- Energy efficient refrigerator

Contractors must be familiar with building permits and codes for each county for which they will provide services. Building permits, if required, must be received prior to any work being done. It shall be the Contractor's responsibility to meet with the county's building inspector to finalize permits.

The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish from and about the project.

It shall be the responsibility of the Contractor to provide all tools, safety equipment, suiting, etc. necessary to perform the required work.

Contractors must notify WAP director whenever license or insurance lapse.

Failure to comply with the WAP guidelines, or in the judgment of the WAP director or his/her designees, the Contractor does not perform satisfactory work, the Contractor will be disqualified from providing services to the WAP. Reasons for disqualification include but are not limited to the following:

- Failure to maintain appropriate working relationships with the Agency, the WAP program director, his/her designees, and clients.
- Failure to perform work in a proper manner.
- Failure to adhere to established time schedules for work completion.
- Failure to adhere to approved estimated cost of each site based on materials and labor. Contractors must seek approval from WAP director or his designees for all overages above estimates.
- Failure to maintain required insurance coverage.
- Actions (including client complaints) which tend to discredit the Agency or the WAP.
- Violation of any standards adopted by the Agency.

All Contractors will be required to successfully complete/perform the following tasks:

NEAT RECOMMENDED MEASURES FOR SITE BUILT HOMES

Health & Safety
Air Sealing
Attic Insulation
Duct Insulation
Duct Sealing
Floor Insulation
Wall Insulation
General Heat Waste
Refrigerator

MHEA RECOMMENDED MEASURES FOR MOBILE HOMES

Health & Safety
Air Sealing
Duct Insulation
Roof Insulation
Belly or Floor Insulation
Wall Insulation
General Heat Waste
Refrigerator

In addition to the above listed priority measures, there are other requirements that could be addressed as it is associated to weatherizing the dwelling.

Any existing health & safety issues that are present when the initial assessment is conducted must be addressed before attempting to proceed with the prescribed MHEA measures (i.e. roofing needs, mold & moisture, septic problems and plumbing repair). Corresponding information about the characteristics of each dwelling shall be documented and accounted for.

AS INSTALLER

The Retrofit Installer installs energy-efficiency measures to site built or manufactured housing using a variety of building science best practices to improve safety, comfort, durability, indoor air quality, and energy-efficiency. Any Retrofit Installer must have, or acquire, EPA Lead-Safe Certification and other job-related certifications as defined by the State Weatherization Office; must read and accurately interpret Job Scope documents, safety documents, and equipment instructions; demonstrate ability to use hand tools and job site equipment (including blower door, ladders, lighting, and PPE (Personal Protective Equipment)).

AS TECHNICIANS

Technicians are required to be licensed in HVAC and electric. Technicians shall maintain their professional licenses in accordance with South Carolina Labor, License, and Regulation.

RESPONSIBILITIES OF CREW LEADER

The Crew Leader is responsible for supervising the retrofitting activities specified in the scope of work, and is the on-site authority for interacting with the client plus managing personnel and materials on the job site in a safe and effective manner. The Crew Leader is responsible for quality control (including inspector certification for final inspection contractors), testing procedures, documentation, and conducting a final walk through to ensure that all work is completed in a satisfactory manner. The Crew Leader must have or acquire EPA Lead-Safe Certification and other job-related certifications as defined by the State Weatherization Office. The Crew Leader must have working knowledge of applicable regulations and building codes (including U. S. Department of Energy (DOE) program regulations/policy and Environmental Protection Agency (EPA) guidelines for asbestos, lead, mold, and other health hazards); demonstrate retrofit techniques (e. g. air tightening, duct sealing, insulation) and job safety skills (including the ability to select appropriate Personal Protection Equipment (PPE) for a particular task; utilize basic hand and power tools, apply basic first aid to treat common job-site injuries; and instruct and explain to crew members basic tenets of Building Science (e.g. heat, moisture, pressure flow, ventilation, thermal and pressure boundary).

RESPONSIBILITIES OF AGENCY AND CONTRACTORS

AS ENERGY AUDITOR

The Energy Auditor assesses the home before the work begins for energy saving opportunities. The Energy Auditor demonstrates ability to apply knowledge of Building Science, Codes of Conduct, Forms, and Health & Safety issues. The Energy Auditor collects information and tests the building components for an Energy Audit using State-approved methods and procedures including, but not limited to, Weatherization Assistant computer program. The task includes writing a Scope of Work for the crew; evaluating the energy efficiency, health, and safety of a home; and conducting field measurements. The Energy Auditor produces this information as a report and makes recommendations for the Agency.

PROPOSALS

MHEA, NEAT & Weatherization Support Materials cost sheets are attached to show Agency-guided materials & labor costs. Also, a three-page **Proposal Form (ATTACHMENT A)** including request for three references who received contractor's similar services in the last two years, is attached to the end of this Request for Sealed Proposals and must also be submitted with proposal. The Agency reserves the right to issue supplementary information during the proposal preparation period. All proposals become the property of the Agency and will be kept confidential until after an award of the successful proposal is made. Thereafter, they will be kept on file for a period of 3 years. If the Contractor believes any portion of its proposal to be proprietary information, it must specify in its proposal the portions which are considered to be proprietary. All proposals are generally considered to establish contractor offers, not to be withdrawn for ninety (90) day after the date set for proposal acceptance. Once submitted, vendors may not change proposals without prior written consent.

LATE PROPOSALS AND OTHER DOCUMENTS

The Agency will not accept any proposal, request for withdrawal and request for modification received after the time and date set for receipt of proposals. All documents and/or packages received after the due date and time will be offered to the originator for pickup or return mail at originator's expense.

AWARD OF CONTRACT

Award will be made to the successful contractors following an evaluation process. The Agency will award a contract to the most responsible and responsive contractors submitting an offer. Said notice shall constitute acceptance of the successful contractors' proposals. The Agency will notify all responding contractors after awards for contracts have been made. The Agency reserves the right to reject the proposal of any contractor where the available evidence or information does not satisfy the Agency that the contractor is qualified to carry out the terms of the contract.

EVALUATIONS

The selection procedure for this procurement requires the evaluation of the proposals be completed individually and independently. A committee will rate each proposal and through these ratings will form a list of contractors eligible for award that have submitted proposals most beneficial to the Agency in accordance with the criteria. From this list of qualified contractors deemed eligible for award, the Agency will contact the contractors' references for contractors that Agency has not had a previous contractor relationship with and provide the results to the committee. The committee will rate the references of these contractors and, after careful consideration, recommend the contractors from the eligibility list that should be offered awards for contracts. The Agency will then send a 'Letter of Intent to Award' to all respondents of the solicitation. After one week, if no 'Letter of Intent to Protest' has been filed, the Agency will follow up with a 'Letter of Award' to all respondents. Contractors who accept the offer will enter into a contractual agreement with the Agency (see sample contract agreement attached).

CRITERIA FOR TECHNICAL EVALUATION

The criteria that will be used by the Agency for the technical evaluation of this specific procurement are listed below. Each evaluation will be reviewed and decisions made in a timely manner.

Evaluation Criteria

Factors

Years of experience – 25 POINTS

Proposed services – 20 POINTS

Training/Certifications/Qualifications/Licenses/Insurances - 35 POINTS

References - 10 POINTS

Woman and minority owned business – 10 POINTS

CONTRACT PERIOD

This is a **TERM CONTRACT**, beginning on the first date to be determined by OEO and ending March 31, 2018, subject to availability of fiscal funding and satisfactory performance, all terms and conditions, except for any price redetermination as authorized elsewhere in this contract, remain unchanged. Any option, if exercised, shall be executed in the form of a Letter of Agreement, to be issued no sooner than ninety (90) days prior to the expiration of this contract, nor later than the final day of the contract period. The total period of this contract may not exceed one (1) year unless extension is granted by funding source, of which the same shall provide additional funds to extend this program. Contract can be renewed annually, up to a period of five (5) years, based on job performance.

COMPENSATION

Contractors will be required to meet with the WAP staff and provide a written assessment of the NEAT or MHEA work order and labor costs for each home before starting the job. Upon approval of assessment of each home by the WAP director or his/her designee, Contractors shall purchase the required materials for each project. At completion of each project, Contractors will submit an invoice for labor costs and reimbursement for purchased materials to the WAP director for approval (WAP director and WAP funding source will reserve the right to request copies of actual tickets, receipts, and invoices of purchased materials). The work is not considered complete until the WAP director or his/her designee has approved a final inspection of completed work.

Requests for price increases during the contract term will be forwarded to OEO for approval before implementation.

SCHEDULE FOR FAILED INSPECTION

If a problem with Contractor's work is found or detected by the QCI inspector (or any other member of the Agency's WAP staff) during final inspection, Contractor will be notified in writing that they will be given 3-5 business days to correct the problem, or Contractor must submit a written request to the WAP Director that more time will be needed to correct problem and provide justification to support the same.

WARRANTY OF CONSTRUCTION

GENERAL GUARANTY: The Contractor shall remedy at his/her own expense any defect due to faulty material or workmanship and pay for any damage to other work resulting from the Contractor's failure to conform to the contract documents. Further, the Contractor shall furnish the Agency's Weatherization department all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract. The Contractor expressly guarantees and agrees to remedy any defects in the work and pay for any damages to other work resulting there.

LABOR QUALITY: All labor furnished by the Contractor, his/her sub-contractors, or handymen must be performed by trained, skilled and competent craftsmen, licensed when required. The

Agency reserves the right to have persons who are not performing their services in an acceptable manner be removed from the job site.

MATERIAL QUALITY: The Contractor will furnish all supplies, equipment, etc. to satisfactorily execute the contract. The materials used must be of quality and installed in accordance to the State of South Carolina's Policy and Procedures.

MATERIALS & LABOR COSTS

All materials and labor costs shall be adjusted every six (6) months during contract period but can be adjusted more frequently based on fluctuating costs of materials, sales tax increases, etc.

SPECIAL PROVISIONS

- Other materials may be substituted on a case by case basis with the Agency's prior approval
- All weatherization measures not specified on the price list will be negotiated with the contractor on a job by job basis (e. g. time and materials) or prices will be requested through a supplemental bid. The Agency reserves the right to delete any such measures if the price is deemed to be inappropriate

LATE JOB COMPLETIONS

When Contractor determines that a job's completion date will extend beyond a normal schedule, Contractor must notify the WAP director, QCI, or field specialist to make arrangements for WAP staff to assist with completion of job.

LABOR AND PROCUREMENT REQUIREMENTS

The Contractors and all subcontractors of the contractor shall comply with the labor laws of the State of South Carolina and all other laws, ordinances, and legal requirements affecting the work in Abbeville, Anderson, Cherokee, Edgefield, Greenwood, Laurens, McCormick, Newberry, Oconee, Pickens, Saluda, and Spartanburg counties.

CONTRACTOR'S LIABILITY INSURANCE

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the

contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification -- Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification --Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

- Liability insurance, minimum \$500,000 coverage
- Workers compensation, minimum \$100,000 coverage

(4) Required Documentation. (a) Prior to commencement of the work, Contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, Contractor shall provide to the state a written endorsement to the Contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the Contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of Contractor's obligations to obtain the required insurance.

THE AGENCY'S RIGHTS AND LIABILITIES

The Agency reserves and holds the following rights and options which may be exercised at its sole discretion:

- To accept or reject any proposal which in its judgment is for the best interest of the Agency, and all contractors are notified that such acceptance or rejection shall be without liability on the part of the Agency for any action brought by any contractor because of such acceptance or rejection, nor shall the contractors seek any recourse of any kind against the Agency because of such acceptance or rejection. The submittal of a Proposal in response to this notice shall constitute an agreement of the Contractor to these conditions.
- To select and enter into agreements with the contractors which, at the Agency's sole discretion, best satisfy the requirements, goals and objectives of the Agency.
- To terminate or resume the procurement process by written notice to the contractors for any reason whatsoever.
- To reject or set aside for subsequent reactivation any and all proposals by written notice to such contractors for any reason whatsoever.
- To supplement, amend, or otherwise modify the scope of services at any time after receipt of proposals.
- To execute the agreement with the most responsible and responsive contractors as evidenced by the content of the proposal and any clarifications and changes made thereto during the procurement process that meets the requirements and evaluation criteria as set forth.
- The lowest cost to the Agency in its proposal.
- To seek and receive clarifications of any changes to any proposal at any time.
- To enter preliminary or final negotiations at any time with any contractor individually or simultaneously with one or more other contractors.
- To conduct any clarification or negotiation process with any contractor.
- To set or modify any deadline for the completion of any clarification or negotiation phase of the procurement process.
- To reduce or expand at any time the list of contractors with which the Agency is actively engaged in any clarification or negotiation process, based on the evaluation factors set forth as applied to the state of development of each proposal as revised to such date.

Furthermore, each Contractor, by submitting its proposal, agrees to hold the Agency harmless and free from all liability, loss, injury, and/or cost and expense **which might be** incurred by such Contractor in responding or as a consequence of its response and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the Agency.

EMPLOYMENT OF ALIENS

All contractors, as a condition to doing business with the Agency, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that a contractor fails to comply with any such employment laws or regulations during the course of any Agency projects, such failure may constitute material breach of the contractor's contractual relationship with the Agency and the Agency may take all reasonable steps to terminate its relationship with the contractor.

LATE PROPOSALS AND OTHER DOCUMENTS

The Agency will not accept any proposal, request for withdrawal and request for modification received after the time and date set for receipt of proposals. All documents and/or packages received after the due date and time will be offered to the originator for pickup or return mail at originator's expense.

NONDISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Contractor will also take affirmative action to ensure that applicants are recruited and employed, and that employees are treated during employment without regard to their race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
- The Contractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Contractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable state employment goals as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals.
- The Contractor agrees to provide written notice to all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, physical disability, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of South Carolina federal law and applicable federal court decisions.

APPEAL OR PROTEST PROCEDURE

As previously stated under the **EVALUATIONS** section above, once the evaluation committee recommends contractors eligible for award, the Agency will then send a 'Letter of Intent to Award' to all respondents of the solicitation. After one week, if no 'Letter of Intent to Protest' has been filed, the Agency will follow up with a 'Letter of Award' to all respondents. If a 'Letter of Intent to Protest' is timely filed by a contractor, then all respondents to this solicitation will be notified of all bid protest procedures.

APPEAL OR PROTEST COMPOSITION

To consist of the WAP staff and Agency's CEO

THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act applies to the Agency, its programs, services, activities and facilities.

SERVICE AGREEMENT

The successful Contractor must enter into a Contractor Agreement similar to the "Draft" copy attached to this RFP.

GLEAMNS HUMAN RESOURCES COMMISSION

REQUEST FOR SEALED PROPOSALS

CONTRACTORS FOR THE WEATHERIZATION ASSISTANCE PROGRAM (WAP)

PROPOSAL NUMBER: P05-10-17

PROPOSAL SUBMISSION FORM

Name of Business _____

Owner/Operator _____

Address _____

Business Contact Person _____

Telephone No. _____

Mobile No. _____

Fax No. _____

Email Address _____

Years of Experience _____

Proposed Services/Qualifications *(Please be specific; include additional sheets if necessary)* _____

**PROPOSAL SUBMISSION FORM
CONT'D**

Certification and Training (*Include certificated copies*) _____

Experience Working With Agency _____

REFERENCES

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Jobs Performed _____

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Jobs Performed _____

**PROPOSAL SUBMISSION FORM
CONT'D**

REFERENCES cont'd

Name _____ Contact No. _____
Address _____
Email Address _____
Description of Jobs Performed _____

AMENDMENTS RECEIVED

Amendment No./Date	Signature
_____/_____	_____
_____/_____	_____
_____/_____	_____

Signature of Representative Submitting Proposal _____ Date _____

Title _____

