



REQUEST FOR PROPOSALS

OREGON HUMAN DEVELOPMENT CORPORATION WEATHERIZATION PROGRAM

Proposal # WX201901

PROPOSALS DUE: April 30, 2019 3:00 pm PDT

Submit one (1) original Proposal to:
Mike House
Weatherization Program Coordinator
Oregon Human Development Corporation
306 S. 6th Street
Klamath Falls, OR 97601
(541) 883-7186
Mike.House@ohdc.org

Request for Proposal

Table of Contents

PART I: PROPOSAL REQUIREMENTS (page 3)

Section IA: General Information

1. Introduction
2. Overview
3. Background
4. Additional Resources
5. Period of Performance
6. Program Funding
7. Timeline for Selection
8. RFP Terms and Conditions
9. Scope of Work

Section IB: Work Requirements

1. Required Services
2. Oregon Human Development Corporation Responsibilities
3. Contractor Responsibilities
4. Deliverables and Schedule
5. Penalties

PART II: PROPOSAL PREPARATION AND SUBMITTAL (page 11)

Section IIA: General Information

1. Proposal Clarification

Section IIB: Proposal Submission

1. Proposals Due
2. Proposal Materials

PART III: PROPOSAL EVALUATION & CONTRACT AWARDS (page 12)

Section IIIA: Proposal Review and Selection

1. Evaluation and Selection
2. Evaluation Criteria Scoring

Section IIIB: Contract Award

1. Contractor Selection
2. Contract Development

EXHIBITS

- A. Bid Proposal
- B. Price List Details
- C. Contractor Agreement – General Terms and Conditions

Part I Proposal Requirements

Section IA	General Information
<p>1. Introduction</p>	<p>Oregon Human Development Corporation has been serving the Oregon’s low income population for the past 40 years; it is a non-profit organization dedicated assist those in need with its many programs; among its many programs, Oregon Human Development Corporation operates the Weatherization Program which provides energy assistance and home weatherization services. Its annual operating budget is approximately \$3.7 million, which is received from federal and state sources.</p> <p>Oregon Human Development Corporation administers the Low-Income Weatherization Programs in Klamath and Lake Counties.</p> <p>The Weatherization Assistance Program purpose is:</p> <ul style="list-style-type: none"> • 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.
<p>2. Overview</p>	<p>Oregon Human Development Corporation is requesting proposals from experienced, cost-effective and efficient contractors to support eligible home weatherization projects in Klamath and Lake Counties.</p> <p>The Contractor(s) that demonstrate qualifications and achieve the highest numerical scores according to the rating criteria contained in this RFP will be considered a qualified contractor and will be eligible for a contract to provide services as required by Oregon Human Development Corporation.</p> <p>In some cases, specific professional certification or training may be required for eligibility to participate in the program as an installer. At a minimum, contractors will be required to agree to adhere to performance standards that meet the requirements of the state and federal funding agencies.</p>
<p>3. Background</p>	<p>The Weatherization Assistance Program is a Utility and federally funded program managed locally by Oregon Human Development Corp. The program provides professional weatherization services for stick-built and mobile homes through the services of subcontracted professionals. Each weatherization project target is to make our clients homes more energy efficient, comfortable and address any Health and Safety issues that are present.</p>

4. Additional Resources	<p>Proposers should consult and be familiar with the Weatherization Specifications for the Oregon Weatherization Assistance Program and the current US Department of Energy Weatherization State Plan for Oregon. US Department of Energy Weatherization State Plan for Oregon 2018-2019</p>								
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for year one, from May 15, 2019 to June 30, 2020. Year (2) and subsequent will run from July 1 to June 30 of following years. The contract may be renewed annually for up to two (4) additional years contingent upon contractor(s) performance, program compliance, continued program funding, and Oregon Human Development Corporation approval.</p> <p>At time of contract renewal by Oregon Human Development Corporation, the contractor(s) may wish to update and/or renegotiate the price proposal. However, this action may require a new contract to be issued or prior contract not renewed.</p>								
6. Program Funding	<p>Oregon Human Development Corporation has received stable program funding to serve Central Oregon residents for over 39 years and anticipates continued funding.</p> <p>The projected number of units for the coming year will be 40 to 50 Units.</p> <p>The estimated funding allocation for project expenditures in the coming year is estimated to be \$400,000.00 to \$500,000.00 This estimate is offered solely for information purposes and is not a guarantee of available funding.</p>								
7. Timeline for Selection	<table border="0"> <tr> <td>Responses to RFP questions posted to website</td> <td>April 25, 2019</td> </tr> <tr> <td>Proposals due</td> <td>April 30, 2019 3:00 PM</td> </tr> <tr> <td>Proposal review, contract award and contract signing</td> <td>May 10, 2019</td> </tr> <tr> <td>Contract begins (estimated)</td> <td>May 15, 2019</td> </tr> </table>	Responses to RFP questions posted to website	April 25, 2019	Proposals due	April 30, 2019 3:00 PM	Proposal review, contract award and contract signing	May 10, 2019	Contract begins (estimated)	May 15, 2019
Responses to RFP questions posted to website	April 25, 2019								
Proposals due	April 30, 2019 3:00 PM								
Proposal review, contract award and contract signing	May 10, 2019								
Contract begins (estimated)	May 15, 2019								
8. RFP Terms and Conditions	<p>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. Oregon Human Development Corporation has the right to reject or accept proprietary information.</p>								

AUTHORSHIP – Proposers 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 - Oregon Human Development Corporation 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, Oregon Human Development Corporation reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered. Oregon Human Development Corporation reserves the right to re-issue the RFP if none of the bids submitted for the original RFP is selected.

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 Oregon Human Development Corporation 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 Oregon Human Development Corporation and the prospective contractor have executed a contractual agreement. The contract template is included within this RFP as Exhibit C. Oregon Human Development Corporation 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 - Oregon Human Development Corporation 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 Oregon Human Development Corporation – Weatherization Manager at 306 South 6th Street, Klamath Falls, OR 97601. If complaint is not satisfactorily settled, contact the Oregon Human Development Corporation

Operations Director and then the Executive Director at 9600 SW Oak Street, Suite 565, Tigard OR 97223.

DISTRIBUTION OF WORK - Oregon Human Development Corporation will assign work orders to contractors for each project. All work must be authorized in advance in writing by Oregon Human Development Corporation program staff. It is Oregon Human Development Corporation's intent to award projects to the contractor(s) selected through this RFP. In instances when a selected contractor is unavailable or has capacity limitations, work orders will be issued to another selected contractor.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Oregon Human Development Corporation to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Oregon Human Development Corporation 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 provide work on residential housing units throughout Klamath and Lake Counties. 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. Contractors must be registered to do business in the state of Oregon:

<http://sos.oregon.gov/business/Pages/default.aspx>

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Oregon Human Development Corporation 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 Oregon Human Development Corporation 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.

PRESENTATIONS - Proposers 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 – Oregon Human Development Corporation shall have no financial responsibility for any costs incurred by specialty contractors in responding to this RFP and shall not be liable for any costs until the selected contractor(s) has executed a contract with Oregon Human Development Corporation and has been authorized in writing to proceed.

REJECTION OF PROPOSALS - Oregon Human Development Corporation 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 Oregon Human Development Corporation 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 Oregon Human Development Corporation. 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.

	<p>PUBLIC NOTICE - OHDC will conduct public R.F.P. process announcements in service and adjacent counties as well as newspapers in the counties of Klamath, Lake, Deschutes, Jackson, and Counties will be used along with electronic media when available.</p>
<p>9. Scope of Work</p>	<p>Contractors will be required to provide weatherization and health and safety measures in single-family stick-built and mobile homes as assigned by the Oregon Human Development Corporation program staff. Such measures may include: Items described in the submitter price list</p> <ul style="list-style-type: none"> • Installation of air or duct sealing • Installation of attic, floor and ext. walls (stick built only) • In some cases (mobile homes) roof covering • In some cases installation of new windows and doors • Minor repairs as it pertains to Health and Safety and the protection of installed measures
<p>Section IB</p>	<p>Work Requirements</p>
<p>1. Required Services</p>	<p>a) <u>Code Requirements</u> All work performed under this agreement and the individual project contract shall be in full compliance with the current Oregon Uniform Building, Plumbing, Mechanical, and Electrical Specialty Safety Code.</p> <p>b) <u>Lead Safe Work Practices</u> 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 Oregon Human Development Corporation prior to the signing of a contract.</p> <p>In addition, if lead based paint will be disturbed all workers performing work on pre-1978 housing must be trained in lead safe weatherization (LSW) and documentation of LSW training of each worker must be provided to Oregon Human Development Corporation prior beginning the first job. Oregon</p>

	<p>Human Development Corporation will provide the LSW training materials upon request.</p> <p>d) <u>Debris Removal</u> 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.</p> <p>e) <u>Guarantee</u> 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 final inspection by Oregon Human Development Corporation staff. This guarantee includes the repair and replacement of defective measures resulting from improper installation or material defect.</p> <p>f) <u>Other</u> 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 Oregon or any municipality thereof.</p>
<p>2. Oregon Human Development Corporation Responsibilities</p>	<p>Oregon Human Development Corporation is responsible for the following activities:</p> <ul style="list-style-type: none"> a) Provide contractor with list of state required certification requirements and a schedule of all state required technical training classes. b) Determine client eligibility. c) Obtain landlord approval. d) Conduct home energy audit and health and safety inspection. e) Conduct initial blower door infiltration test. f) Conduct initial combustion safety test on non-electric units. g) Notify owners of lead based paint hazards. h) Notify contractor of lead based paint evaluation results if paint evaluation or risk assessment has been performed. i) Review and compare weatherization analysis with the selected contractor. j) Prepare and issue work orders and/or change orders to contractor(s). k) Inspect work in progress. l) Perform final inspection to ensure work meets program requirements. m) Pay contractor invoices in a timely manner. n) Monitor the contractor for compliance to include weatherization lead safe work practices.

	o) Assign penalties.
3. Contractor Responsibilities	<p>The Contractor is responsible for the following activities:</p> <ul style="list-style-type: none"> a) Ensure compliance with all applicable local, state, and federal regulations and State of Oregon Weatherization Specifications. b) Communicate with client to schedule job. c) Complete work order as issued by Oregon Human Development Corporation. d) Utilize lead safe work practices on all pre 1978 dwellings that are determined to have lead present at the original weatherization audit. e) Get prior approval (change order) for any work outside the scope of the original work order. f) Submit all pertinent documents (manuals, warranty documents, etc.) to property owner. g) Conduct final quality control inspections before submitting inspection request to Oregon Human Development Corporation. h) Submit inspection requests with an accurate job invoice including any modifications required by a submitted change order. i) Correct any item which does not pass inspection within 5 working days. j) Submit re-inspection requests to Oregon Human Development Corporation, any inspection beyond the 1st re-inspection will carry a \$100.00 fee. k) Contractor shall warrant work for a period of one (1) year.
4. Deliverables & Schedule	<p>Contractors are expected to complete a job as soon as possible (for emergency situations) and/ or up to 60 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 all required documentation, including but not limited to, copies of permits and an itemized final invoice.</p>
5. Penalties	<p>Failure of Contractor to complete the work under any individual project work order within the time specified above, or within any extended deadline as approved by Oregon Human Development Corporation, may result in a penalty of three percent (3%) per month of the original contract amount specified in the individual project work order, in addition to any other remedies as may be provided.</p>

	<p>If Contractor's performance is delayed by any act of neglect of grant recipient, by any other Contractor employed by Oregon Human Development Corporation, by changes ordered in the work, by labor disputes, fire, unavoidable casualties, or any other extenuating circumstances beyond Contractor's control, Oregon Human Development Corporation may authorize, upon timely written request by Contractor, an extension of time for completion of work.</p>
--	--

If Oregon Human Development Corporation decides it is impractical to correct work which is unacceptable or not done in accordance with the individual project work order, an equitable deduction from the individual project price shall be determined and deducted by Oregon Human Development Corporation.

Part II Proposal Preparation and Submittal

Section IIA	General Information
1. Proposal Clarification	<p>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 April 22, 2019. If a substantive clarification is necessary, an addendum will be issued no later than April 25, 2019, on the Oregon Human Development Corporation website:</p> <p>http://www.OHDC.org</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than April 30, 2019 at 3:00 p.m. PDT. The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> a. RFP number b. Name and address of the proposer <p>Hard-copy proposals with original signatures must be received by the proposal due date/time. Electronic copies of proposals will not be accepted.</p> <p>Responses received after submittal date and time will not be considered and will be retained and unopened.</p>
2. Proposal Materials	<p>All proposals must include:</p> <ol style="list-style-type: none"> 1. Bid Proposal (Exhibit B) 2. Price List (Exhibit C) <p>Oregon Human Development Corporation encourages the use of submittal materials that contain post-consumer recycled content and are readily recyclable. Oregon Human Development Corporation 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.</p> <p>All submitted proposals become the property of Oregon Human Development Corporation.</p>

Part III Proposal Evaluation & Contract Awards

Section IIIA	Evaluation and Scoring																
1. Evaluation and Selection	<p>Complete proposals received in response to this RFP will be evaluated and scored Oregon Human Development Corporation management for a final decision.</p> <p>Oregon Human Development Corporation will award the contract only to responsible contractor(s) possessing the capacity and ability to perform successfully under the terms and conditions of this procurement.</p>																
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according a specified point system.</p> <p>A 100 point system will be used, weighted against the following criteria:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Criteria</th> <th style="text-align: left;">Maximum Points</th> </tr> </thead> <tbody> <tr> <td>Cost Proposal</td> <td>20 points</td> </tr> <tr> <td>Experience/Expertise/Quality of Work</td> <td>40 points</td> </tr> <tr> <td>Experience working with low-income population</td> <td>10 points</td> </tr> <tr> <td>Capacity to meet production levels</td> <td>20 points</td> </tr> <tr> <td>Compliance with public policy</td> <td>10 points</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td>100 points</td> </tr> </tbody> </table>	Criteria	Maximum Points	Cost Proposal	20 points	Experience/Expertise/Quality of Work	40 points	Experience working with low-income population	10 points	Capacity to meet production levels	20 points	Compliance with public policy	10 points			Total	100 points
Criteria	Maximum Points																
Cost Proposal	20 points																
Experience/Expertise/Quality of Work	40 points																
Experience working with low-income population	10 points																
Capacity to meet production levels	20 points																
Compliance with public policy	10 points																
Total	100 points																
Section IIIB	Contract Awards																
1. Contractor Selection	<p>The selected Contractor(s) will be determined by the outcome of the evaluation of all proposals by the review committee. Should Oregon Human Development Corporation not reach a favorable agreement with a selected proposer, Oregon Human Development Corporation shall terminate negotiations and may commence negotiations with the next highest scoring proposer.</p>																
2. Contract Development	<p>The proposal and all responses provided by the successful proposer will become a part of the final contract. The form of contract shall be Oregon Human Development Corporation’s Weatherization Agreement, which is included within this document as Exhibit C.</p> <p>All prospective proposers should review Exhibit C of this RFP carefully to ensure full understanding of applicable laws, requirements, licensing, insurance thresholds, and other relevant program information.</p>																