



RFP# 09-001
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Request for Proposal for:

WEATHERIZATION PROGRAM

'Davis Bacon' Prevailing Wage Labor Standards Monitoring

PROPOSALS DUE: October 22, 2009 4:00 pm

Proposal(s) shall be sealed and clearly marked with RFP# and Project Title: "Davis-Bacon Prevailing Wage Labor Standards Monitoring"

Submit one (1) original and three (3) complete copies of the Proposal (with Cover Sheet Attachment 'A') to:

NeighborImpact
2303 SW First Street
Redmond, OR 97756
(541)548-2380
Attention: Colleen Neel

Refer Questions to:

Colleen Neel
Energy and Weatherization Programs Manager
(541)316-2039
colleenn@neighborimpact.org

General Guidelines

ABILITY TO REJECT – The decision for award will be based on demonstrated ability, efficient use of resources and the scope of work. NeighborImpact reserves the right to reject any and all proposals, to waive any informality in the bid proposal, and make award in the best interest of the agency. All proposals will be kept confidential within the agency.

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by state and federal laws governing professional services awarded under this Request for Proposals. All proposals submitted become the property of NeighborImpact. It is understood and agreed that applicants claim no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. NeighborImpact has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the applicants own organization in preparing the proposal. No contingent fee(s) for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - NeighborImpact reserves the right to immediately cancel an award if a contractual agreement has not been entered into by both parties or if new federal and/or state law, regulation 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, NeighborImpact reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY- Applicant shall comply with all applicable NeighborImpact policies as well as state and federal laws governing the confidentiality of information. Contractor and any subcontractors shall protect the confidentiality of all information concerning services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of this program or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any actual, potential or perceived interest, financial or otherwise, that the applicant or any agent, employee or person of influence with the applicant may have with any employee or official of NeighborImpact or its Advisory Board, or any contractor currently providing services to NeighborImpact.

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. There can be only one lead applicant for purposes of this RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until NeighborImpact and the prospective contractor have both fully executed a contract. The contract consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. NeighborImpact is not responsible for any costs incurred prior to the effective date of the contract. NeighborImpact 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.

DISBARMENT – Contractor must certify they are not suspended or debarred from doing business with the Federal Government.

DISPUTES- NeighborImpact 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 NeighborImpact – Operations Director, 2303 SW First Street, Redmond, OR 97756.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of NeighborImpact to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. NeighborImpact is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county 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.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - NeighborImpact 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.

LEGAL REQUIREMENTS - Consultant and any subcontractors will agree to comply with all federal, state, and local laws, ordinances, and regulations applicable to this contract.

LIMITATION - This RFP does not commit NeighborImpact 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.

ORAL PRESENTATIONS- An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of NeighborImpact: Fund accountability; Contract compliance; and Program performance.

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.

PROTESTS must be submitted to the Operations Director, Melanie Harper.

REJECTION OF PROPOSALS - NeighborImpact 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 NeighborImpact 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 express written approval of NeighborImpact. 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.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall, prior to contract execution, file with NeighborImpact a certificate of Proof of Liability Insurance and Workmen's Compensation Insurance in the amount of \$100,000 or more, and proof that he/she has filed a Certificate of Bond for at least \$15,000 with an authorized agent.

Part I Proposal Requirements

Section IA

General Information

1. Introduction

NeighborImpact administers the Low-Income Weatherization Programs in Deschutes, Crook, and Jefferson counties. Funding is provided by the US Department of Energy, Health and Human Services Department, Bonneville Power Administration, and Pacific Power. These funds are administered by Oregon Housing and Community Services (OHCS). On February 17, 2009, the President signed into law the American Recovery and Reinvestment Act of 2009,

Public Law 111-005 ("ARRA"). The purposes of the American Recovery and Reinvestment Act of 2009 are: "To preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and, to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases." Our weatherization program is receiving additional funding as a result of the ARRA.

2. Legal Authority

The Energy Conservation and Production Act, Title IV, as amended, authorizes the Department of Energy to administer the Weatherization Assistance Program. Certain activity conducted under our weatherization program and funded through the ARRA, shall comply with applicable law including regulations contained in 10 CFR Part 440 (issued February 1, 2002), the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007, the American Recovery and Reinvestment Act of 2009, 29 CFR Section 5.5 prevailing wage regulations, and other procedures applicable to this regulation as DOE, ARRA or others may, from time-to-time, prescribe.

3. Scope of Project

In general, all laborers and mechanics employed by contractors and subcontractors on projects in excess of \$2000.00 funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor. These 'prevailing wage' standards are more fully set out in federal and state law, as well as in NeighborImpact contracts. NeighborImpact is requesting proposals from qualified contractors with demonstrated experience in monitoring compliance with and auditing of prevailing wage and other labor standards related to the Davis-Bacon Act and related regulations (29 CFR 5.5) for ARRA-funded weatherization work, state prevailing wage law and other weatherization program requirements. This Davis Bacon compliance consists of monitoring approximately six (6) NeighborImpact contractors over the following geographic region: Deschutes, Crook, and Jefferson counties.

5. Timeline for Selection

Proposals due	:	October 22, 2009 4:00pm
Proposal review/evaluation period	:	October 23 – October 26, 2009
Selection committee recommendation	:	October 26, 2009
Contract negotiation	:	October 27-29, 2009
Contract completion/intended to begin	:	November 2, 2009

Section IB Work Requirements

1. Required Services

- a.) participation with NeighborImpact in the dissemination of information related to Davis Bacon Act standards and NeighborImpact weatherization program or contract deliverables
- b.) monitoring and auditing of labor standards under the Davis Bacon Act, the ARRA and other NeighborImpact requirements including, but not limited to:
 - auditing wage classification determinations
 - reviewing pertinent provisions of collective bargaining agreements (if any)
 - auditing payroll and benefit records and certified wage submissions on a weekly basis to ensure compliance with Davis Bacon requirements
 - auditing Davis Bacon additional recordkeeping and other requirements
 - monitoring wage provision contract compliance for audited contractors
 - interview with 100% of contractor laborers per quarter per wage classification to establish pay and classification standards have been met
- c.) providing technical assistance, at the direction of NeighborImpact, related to the weatherization program.
- d.) provide weekly written contractor review summaries to NeighborImpact, assess areas of noncompliance and provide suggestions regarding method of correction to NeighborImpact and contractor as needed.
- e.) monitor corrective action plans as needed
- f.) provide monthly written report to NeighborImpact regarding weatherization program ARRA-funded contractor compliance
- g.) provide other data and reports as requested by NeighborImpact related to compliance with its weatherization program.

2. Agency Performed Work

NeighborImpact manages the Weatherization Program applicable to this RFP.

3. Deliverables & Schedule

See No. 5 below.

4. Place of Performance

Work is completed throughout Deschutes, Crook, and Jefferson counties as assigned.

5. Period Performance

A contract awarded as a result of this RFP will be for two years, and is intended to begin on November 1, 2009 and ending no later than June 30, 2011.

6. Public Safety

The successful awardee's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to NeighborImpact staff, or contractors and their employees.

7. Insurance and Bond

A. Commercial General Liability Insurance

Prior to the signing of a contract, the contractor(s) selected must show evidence of a Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

B. Automobile

The awardee or its employees/agents conducting activities related to this RFP, shall have in effect at all times liability insurance covering bodily injury and property damage through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit.

D. Proof of Insurance

Proof of Insurance shall be provided prior to any contract award. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the awardee shall provide to NeighborImpact. Each certificate will show the coverage, deductible, policy period and amount of coverage and shall name NeighborImpact as an additional insured. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by certified mail (return receipt requested) to NeighborImpact. It is the awardee's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the awarded contract. All policies must have a Best's Rating of A-VII or better.

E. Performance Bond

Contractor is required to obtain a performance bond, which is equal to one hundred percent (100%) of the total amount of any awarded contract, and provide it to NeighborImpact prior to starting work under any contract, and maintain the bond for the duration of the contract.

**-Part III Proposal Evaluation & Contract Award
Section IIIA**

1. Evaluation and Selection:

Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with NeighborImpact management team.

2.Evaluation Criteria and Scoring

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

A one hundred (100) point system will be used, weighted against the following criteria:

1. Description of capacity to complete required services. Please include description of organizational structure, current related projects, accounting and payroll experience, experience with Davis/Bacon monitoring, past federal awards and contracts, business license and professional affiliations: 0-15 points
2. The degree to which the applicant demonstrates understanding and experience with weatherization programs, Davis Bacon Act requirements and prevailing wage standard auditing. Please include CV of principals and resume of all persons performing work: 0-25 points
3. Required services delivery plan - how you would establish a prevailing wage compliance program, monitoring tools and activity, auditing process and schedule, nonconformance planning and report writing, findings, corrective action technical assistance and post-audit, and required reports: 0-25 points
4. Budget: A lump sum all included expenses full service contract will be awarded. Delineate salary, benefits, travel, supplies, overhead and any additional expenses with budget justification: 0-15 points
5. Structure /timetable for deliverables, benchmarks and critical junctures: 0-20 points

Total: up to 100 points

Section IIIB

1. Consultant Selection

Contract Award

The number of contracts awarded will be determined by the outcome of the evaluation of all proposals by the review committee. Should NeighborImpact not reach a favorable agreement with the highest scoring Applicant, NeighborImpact shall terminate negotiations and commence negotiations with the second highest scoring applicant and so on until a favorable agreement is reached.

2. Contract Development

The proposal and all responses provided by the successful applicant may become a part of the final contract.
The form of contract shall be NeighborImpact's Contract for Professional Services.