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REQUEST FOR PROPOSALS

For the Weatherization Assistance and PreWAP Programs

Home Improvement Contractors and Home Performance Contractors

Submissions accepted on a rolling basis according to need

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I. Introduction

ECA is inviting contractor participation in programs including Delaware Weatherization Assistance Program (DE WAP) and PreWAP. Participating contractors can build their businesses with year-round streams of steady work. ECA will provide scoped work, clear payment timelines, and opportunities for training and growth. Contractors will model the professionalism our clients deserve, share observations and findings as they provide services, and leave behind quality work in each home.

II. Pre-Proposal Briefing & Questions

Optional briefing to be held as needed

Questions may be submitted to Dewaprfp@ecasys.org. Questions and their answers, including answers to questions asked on Zoom, email, or in-person, will be updated on a rolling basis on the ECA website.

Proposal submissions will be reviewed on an “as needed" basis.

III. Scope of Work

Approved Contractors are required to participate in delivering services as detailed below, contractors offering a different structure should offer their revisions

- Contractors will furnish all labor, miscellaneous parts, equipment, and tools to perform the work as outlined in their work order.
- Contractors will have an identified Scheduling Point of Contact (SPOC), available to coordinate with ECA Field Operations Coordinator during regular working hours. Contractors will a) schedule directly with customers and b) share scheduled information with ECA
- If sickness, weather, or other causes impact the ability of Contractor to implement a scheduled work order, Contractor shall inform the client first then ECA of the rescheduling need, at earliest opportunity.
- Contractors shall provide qualified technicians to perform these duties, as directed by the appropriate ECA Field Supervisor.
- Installation of Qualifying Measures: Upon completion of the comprehensive home energy audit, ECA will create a work order form that specifies the measures to be installed and their Prices. The work order and audit report will be forwarded to Contractor, along with customer name and contact information.

Upon receipt of approved work order, Contractor will attempt to contact customer within 5 business days to schedule installation of measures and test in & out.

- Post-Installation Tests and Inspections: Contractor shall inspect all measures installed under the program in a timely fashion. Contractor shall complete a post-installation inspection and test form and shall obtain the customer's signature to certify customer's acceptance of and satisfaction with work.
- Completed Job Reporting and Invoicing: Contractor shall submit the post-installation inspections approval, and any changes to prescribed installed measure to Subcontractor, authorizing a final invoice for the work. The submittal of the invoice shall constitute a request for payment.
- Quality Assurance Inspection Work Orders and Customer Concerns: Contractor agrees to respond in a timely fashion to program Quality Assurance field inspection findings and requests for corrections due to quality issues, as well as to customer concerns or complaints. Contractor shall bear the cost of repairs or corrections that are necessary due to product quality or faulty workmanship.
- All DE WAP subcontractors, crews, and staff shall not provide knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Weatherization Assistance Program.
- All DE WAP subcontractors, crews, and staff shall not violate the discrimination and harassment policy as outlined in the subcontractor agreement
- Every time a contractor, crew, or staff are performing WAP services, they represent both ECA and DNREC and must abide by the policies and procedures of both organizations.
- All DE WAP contractors, crews, and staff warrants that its performance of any Services hereunder will not result in an actual or apparent conflict of interest on its part.
- A conflict of interest includes, but is not limited to, circumstances under which Subcontractor may become biased with respect to the Services, gain an unfair competitive advantage or otherwise not be in the best interest of the Client with respect to the Services.
- All DE WAP subcontractors, crews, and staff shall always act professionally and in the best interests of the client, employer, and the Program.
- Contractors must have the ability to conduct Background checks on all crews, staff, and subcontractors, as applicable.
- Contractors shall immediately contact ECA in any case of a necessary scope revision. The Field Supervisor may require photographs of the area and the issue, and/or estimates of the added cost, before approving alteration of the work order via a change order. If an issue would prevent execution of part of the scope, and remediation of the issue is not financially viable, ECA may strike related elements of the work order and the contractor will not be held to fulfilling those elements.

- Contractors shall work until each job is completed. If a job requires change orders and cannot be accomplished in the scheduled timeframe, Contractor will prioritize return to the job upon change order approval.
- Contractors shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the client. Contractors shall remove from the building and dispose of all defective materials removed in performance of the service and removal shall be in strict accordance with all applicable materials handling rules and regulations.
- For equipment located above the ceiling line and above a work area, the Contractor shall cover the furnishings and floor area located below the equipment prior to commencing work.
- Contractors shall clean, repair, or replace any item damaged by them or their subcontractor(s) during the performance of the contract. This shall be accomplished to the satisfaction of ECA, and at that Contractor's expense.
- All tests, inspections, calibrations, time, and work completed by the Contractor shall be documented and provided to ECA.
- Contractors shall invoice ECA at the time of work order completion or passed final inspection.
- ECA will reimburse all work orders within 60 days of final inspection approval.
- Contractors shall maintain a warranty on their workmanship for 1 calendar year. If, within one year after the date of completion of the work, any of their work is found to be not in accordance with the requirements of the relevant work order and any related change orders, the Contractor shall correct it at Contractor's expense, unless there is written acceptance of another condition. During the one-year period for correction of Work, if ECA fails to notify the Contractor and give the Contractor an opportunity to make the correction, ECA waives the right to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from ECA, the Owner may correct it and pursue reimbursement from the Contractor.
- All work is subject to possible in-progress inspections and certain final inspection. If the inspector finds evidence that work invoiced for was not performed or equipment was not installed, or that invoiced work was done incorrectly, the Contractor bears the cost of remedy, and risks their Program Participation. If the inspection happens during work performance and finds the scope to be incomplete, ECA will assume costs of corrective action.

IV. Requirements for Submission

Your proposal must be delivered as a complete package using the Proposal Form. Be sure to answer all questions fully and clearly. Lengthy answers are not necessary or advisable.

Proposals must be typed or clearly printed. Be sure to complete the required forms provided and to supply all other items, as applicable.

1. The contractor must have a minimum of three (3) years of experience with the trade for which he/she/it is applying and been in business as the same legal entity a minimum of three (3) years.
    a. Federal/state program experience is encouraged
2. The contractor should have a verifiable track record of responsiveness and quality work with ECA or with confirmed references.
3. Contractor must be in good standing with the State of Delaware and not on a federal debarment list
4. The contractor must meet the insurance and bonding requirements detailed.
5. Contractors are encouraged to submit a brief plan highlighting local hiring.
6. The contractor must have the appropriate trade license(s). Specialty contractors must be licensed in their trade.
7. The contractor must have or attain financial capacity to work on a reimbursement basis, demonstrating readiness to work with at least 60 days of cash flow. Contractors who see challenges with this requirement are welcome to enter dialogue with ECA, there are options.
8. Must demonstrate the ability to have the infrastructure to work with federal program and the requirements.
9. The contractor must demonstrate financial, operational, and technological resources sufficient to perform work in a timely manner. Contractors with concerns about this requirement are encouraged to contact ECA regarding their needs.

V. Liability And Insurance Requirements

The Contractor is aware of and hereby assumes any and all safety and security risks associated with the performance of the work or services by the Contractor including, but not limited to, damage to property, loss of property, bodily injury and loss of life.

In consideration of being allowed to perform the work or provide the services under the contract to which this Addendum applies or Agreement, and other good and valuable considerate, the receipt and sufficiency of which are hereby acknowledged, the Contractor, intending to be legally bound, hereby agrees to:

1. Release and forever discharge ECA and its subsidiaries and affiliates, and their respective officers, directors, agents and employees from any and all actions, costs, suits, demands, claims, losses and liabilities of any type whatsoever in any way arising from, or connected with, or related to the performance of the work or services of the Contractor including, but

not limited to, damage to property, loss of property, bodily injury, and loss of life, except to the extent such damage, bodily injury or loss arises solely from ECA's gross negligence or willful misconduct; and

2. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend ECA, its respective officers, directors, employees, agents and volunteers from and against any and all claims, demands or causes of action brought against any or all of them for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of Contractor, its employees, agents or subcontractors and arising out of any work or services performed on behalf of ECA by Contractor. However, and notwithstanding the foregoing, this indemnity and hold harmless clause shall not apply to the extent such injury or damage arose out of any act or omission committed by ECA, its respective officers, directors, employees, agents or volunteers.

3. Contractor shall provide, and cause its subcontractors to provide, a Certificate of Insurance with ECA and its subsidiaries and affiliates, and their respective officers, directors, agents and employees, as the Certificate Holders, evidencing proof of insurance as shown below, Energy Coordinating Agency of Philadelphia, Inc. and its subsidiaries and affiliates, and their respective officers, directors, agents and employees shall be added as an "Additional Insured" on the Commercial General Liability Insurance Policy and the applicable Automobile Liability Policy described below. Such additional insured coverage shall:

(i) be primary and non-contributory;
(ii) provide coverage for both on-going and completed operations;
(iii) not exclude Action Over/Cross-Claim suits; and
(iv) not be subject to any fall exclusion.

Further, the Certificate of Insurance must be signed by an authorized representative of the insurance company and provided to ECA within ten (10) business days of the execution of this contract. ECA's legal counsel shall review the Certificate of Insurance for approval. <u>No work or service shall commence unless and until these conditions are met and ECA's legal counsel has approved the Certificate of Insurance</u>.

The following are the minimum insurance coverage and limit requirements. This insurance must be maintained from the inception of this Addendum/Agreement and until such time as there is no possibility of liability to ECA that arises out of Contractor's actual or alleged act, error or omission.

I. Worker's Compensation Insurance: Statutory Workers Compensation in accordance with all state and local requirements of the state(s) in which work is to be performed.

Employers Liability insurance with a minimum occurrence limit of
Bodily injury by accident $1,000,000 each accident,
Bodily injury by disease $1,000,000 policy limit and
Bodily injury by disease $1,000,000 each employee.

2. Commercial General Liability Insurance, written on an occurrence basis, including bodily injury, property damage, personal injury, advertising injury, products and completed operations, and contractual liability, in an amount not less than:

a) Each Occurrence Limit $1, 000,000
b) Products/Completed Operations Aggregate Limit $1,000,000
c) Advertising Injury and Personal Injury Limit $1,000,000
d) General Aggregate $3,000,000

3. Business Automobile Liability Insurance covering all automotive units used in the work regardless of the identity of the registered owner, used by Subcontractor for completing the work required by this Agreement, providing coverage on a primary non-contributory basis with limits of not less than:

a) $1,000,000 combined single limit each accident, of bodily injury;
b) $250,000 for property damage to others;
c) $25,000 per person per accident Uninsured/Underinsured Motorists Coverage;
d) $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C. § 2188*; and
e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

4. Excess or Umbrella liability insurance with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence. This limit is to apply in excess of Employers' Liability, Commercial General Liability and Business Automobile Liability policies.

5. Property Insurance covering the full replacement value of any and all property of the Subcontractor that may use on premises in connection with the Subcontractor's duties.

6. The Subcontractor must carry at least one of the following depending on the scope of work being performed:

a) Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per Aggregate
b) Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate
c) Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate

I. Non Discrimination

Subcontractor shall not discriminate nor permit discrimination against, nor refuse to hire or do business with an individual or company because of race, color, gender, ethnicity, disability, national origin, age, or any other protected status.

Subcontractor agrees to cooperate with Contractor, its representatives, agents, or funding sources to ascertain compliance with the provisions of this clause. Failure to cooperate shall constitute a substantial breach of this Agreement, entitling Contractor, and the State of Delaware to all rights and remedies provided herein or otherwise available at law or in equity.

In the event of such discrimination, the Contractor may terminate contractor's participation in the program immediately.

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PROPOSAL CHECK LIST

The following attachments must be included as part of your proposal. Submissions with missing documents will be rejected. Use this page as a checklist to aid in the assembly of your proposal.

FORMS SUPPLIED BY ECA: The following documents must be completed by all contractors:

1. Cover Sheet ☐
2. Subcontractor Information (GCs only) ☐
3. References ☐
4. Production Plan ☐
5. Pricing Plan ☐

SUPPORTING DOCUMENTS – ALL CONTRACTORS: The following documents must be submitted by all contractors

1. Copy of Current Insurance Certificates* ☐
2. Copy of Current Trade License(s) ☐
3. Copy of Current Business License ☐
4. Copy of EPA RRP Lead Renovator Certification ☐
5. Copy of EPA RRP Firm Certification ☐
6. Copy of Articles of Incorporation; Certificate of Organization and Operation Agreement; Partnership Agreement; or Fictitious Name Registration, if applicable ☐
7. Subcontractor Qualifications (insurance certificate, trade license, tax status certification and references for each) ☐
8. Resumes of owners and key staff ☐
9. Debarment Form (provided by ECA) ☐

*****If a contractor wishes to participate and doesn't have all listed insurances, send what you have with an intent to pursue necessary insurance levels.

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COVER SHEET

Services (choose): ☐ Carpentry ☐ Masonry ☐ Electric ☐ HVAC ☐ Plumbing

☐ Roofing ☐ Asbestos ☐ Mold Remediation ☐ Pest Management

☐ General* (* General contractors must provide at least three listed trades)

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

LEAD CONTACT: _____

SCHEDULING CONTACT: _____

BILLING CONTACT: _____

EMAIL (required) _____ CELL: _____

TYPE OF BUSINESS: ____ Sole Proprietorship ____ Partnership ____ Corporation ___ LLC

FEDERAL EIN / TAX IDENTIFICATION NUMBER: _____

DATE OF INCORPORATION / ORGANIZATION / INITIATION: ___/___/____

BUSINESS LICENSE # _____ (attach copy)

CONTRACTOR OR SPECIALTY LICENSE #_____ (attach copy)

TOTAL STAFF: Administrative/Supervisory: ____ Construction: _____ Clerical: _____

MBE/WBE/DSBE Certified (circle one)? No Yes (attach certification)

Have any of the company's principal officers been indicted or convicted of a felony? Y / N

If Yes (please explain circumstances and final disposition on a separate sheet)

Indicate ECA programs interested in (circle all):

☐ Weatherization Assistance Program (WAP)* ☐ PreWAP

SIGNED: _____ DATE: _____

PRINTED NAME & TITLE: _____

**If interested in WAP program, please review & complete the RFP for Home Performance Contractors*

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SUBCONTRACTOR INFORMATION (GCs only)

Provide information for all proposed subcontractors to be used:

Business Name: _____ Trade: _____

M/W/DSBE: Yes / No (circle one) M/W/DSBE Registration Number: _____

Describe intended use of the subcontractor & percentage of your contract work:

List largest customer from the prior calendar year (phone # must be included)

Customer	Contact	Phone #
_____	_____	_____

Include the following attachments:

____ Insurance Certificate ____ Trade License

Business Name: _____ Trade: _____

M/W/DSBE: Yes / No (circle one) M/W/DSBE Registration Number: _____

Describe intended use of the subcontractor & percentage of your contract work:

List largest customer from the prior calendar year (phone # must be included)

Customer	Contact	Phone #
_____	_____	_____

Include the following attachments:

____ Insurance Certificate ____ Trade License

(make additional copies of this page as necessary)

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REFERENCES

Please list three references for residential work completed within the last year, indicating property address, description of work, monetary value of work, contact person and telephone number for each job. ECA will contact two by telephone. Please notify each reference of the possibility of ECA calling. **Points will be deducted if reference is not notified of use as a reference**. **Individual properties must be listed.**

1. Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____ Dollar Amount: $_____

2. Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____ Dollar Amount: $_____

3. Name: _____

Address & Phone: _____

Type of Work: _____

Date Completed: _____ Dollar Amount: $_____

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PRODUCTION PLAN

Please estimate the maximum number of individual jobs at separate addresses and the maximum overall dollar value of work volume you would be able to handle, by trade, on a monthly basis. Please recall that we will pay invoices within 45-60 days, so the work volume should in part be informed by your cash-on-hand stability. Give as much detail as possible.

Example- single specialty: We could handle twenty carpentry jobs per month or a monthly work volume of $40,000.

Example- general: We can handle fifteen multi-trade jobs each month, up to $80,000 of volume, and we can handle an additional five jobs per month / $20,000 when those jobs don't require electrical work.

Please outline your responsiveness and scheduling practices - how many weeks out are you generally fully scheduled? Who is the best point of contact for ECA Field Operations Coordinator and ECA Field Operations Supervisor to work with, and what is their role?

Example: Our scheduler works 8am-4pm, and an answering service takes messages for her after hours. She keeps our field leads scheduled out for two weeks.

Or

I manage the schedule of myself and my labor, and I will answer myself between 7am and 7pm if available. I keep a calendar for the jobs I have over the course of the next week, and I usually have availability to respond to a new job within 2-3 days. Best time to talk scheduling is between 4pm and 5pm.

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PRICING PLAN

Please outline your hourly labor rate. If you have workers in different classifications, please list the classifications and their rates.

Please list any service call fees (aka- a price to visit a property independent of parts/labor and work done), if any.