



REQUEST FOR Proposal – WEATHERIZATION CONTRACTORS
Utah Community Action Weatherization Program Fiscal Year 2019

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1. INTRODUCTION

The Utah Community Action (UCA) is accepting contractor proposals for a home energy improvement project under the Utah Weatherization Assistance Program (WAP). The WAP provides energy efficiency upgrades to low-income housing, at no cost to them. The Department of Workforce Services Housing and Community Development Weatherization office is administrator for this program and Utah Community Action is the subgrantee for the Salt Lake, Tooele, Davis, Morgan and Weber County Service area. This contract requires the weatherization of homes in **Salt Lake, Tooele, Davis, Morgan and Weber** counties during the period of **January 2020 through June 30, 2020**. During the course of this project, contractors are required to perform energy saving measures in clients homes.

UCA is requesting proposals from interested parties who are properly licensed contractors in the State of Utah for the following trades:

HVAC
Plumbing
Electrical

Beginning on January 10, 2020 proposal packages will be available online at: www.utahca.org/weatherization or for pickup at UCA Weatherization, 850 W 1700 S Salt Lake City, UT 84104.

2. AGENCY BACKGROUND

Utah Community Action's mission is to empower individuals, strengthen families and build communities through self-sufficiency and education programs. Utah Community Action is a multifaceted agency that helps low-income individuals and families overcome barriers to self-sufficiency. The agency has approximately 500 employees, of which 400 are benefit eligible and annual revenues of approximately \$24M.

Utah Community Action helps remove these barriers through six core programs:

Adult Education – Helps adults with low-to moderate-income levels get access to courses and certifications that can help them work toward self-sufficiency.

Head Start – Provides education and health services to young children who would otherwise not be prepared for Kindergarten.

HEAT – Helps struggling households pay their utility bills. Both yearly application and emergency need services available.

Case Management – Helps families find and maintain safe, affordable housing.

Nutrition – Helps feed households in need, provides meals for Head Start classrooms, and offers educational programs to teach better eating habits.

Weatherization – Helps low-income households reduce energy costs and increase comfort and safety in their homes.

Utah Community Action complies with the required federal regulations on procurement, as set forth in the Uniform Guidance 2 CFR Part 200. Efforts, including affirmative steps prescribed by federal regulation (if applicable), will be made by UCA to utilize small and minority-owned businesses, women’s business enterprises, and labor surplus area firms when possible. A firm qualifies as a small business firm if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.201, Subsector 541512) by having average annual receipts for the last three fiscal years not exceeding \$27.5 million.

3. KEY RFP DATES

	Description	Date
1	Request for Proposal Published	1/10/2020
2	Questions on Bidding Process	1/10/2020 – 1/17/2020
3	Responses to Questions Published	1/10/2020 – 1/20/2020
4	Proposal Submission Due	5:00pm – 1/22/2020
5	Selection Process	1/24/2020
6	Proposal(s) Awarded	1/24/2020

MINORITY, WOMEN AND DISABLED-OWNED BUSINESSES ARE ENCOURAGE TO PARTICIPATE IN THE PROPOSAL PROCESS.

4. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

- Utah Community Action, hereinafter referred to as Utah Community Action, is soliciting qualifications and proposals of contractors to provide HVAC, Plumbing and Electrical services that would include labor and materials for weatherization projects for UCA’s Weatherization Assistance Program.

Contractors will be responsible for supplying labor, material, and equipment in completing work as specified on work orders issued by UCA. The contractors will have the responsibility to complete the work in a timely manner and in compliance with the standards set forth by the U.S. Department of Energy, Housing Community Development Weatherization program and UCA Weatherization.
- REASONABLE ACCOMODATION:** UCA will provide reasonable accommodations, including the provision of informational materials in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal opening/vendor conference, contact the UCA representative.
- OVERVIEW OF PROCURING AGENCY:** UCA is a non-profit community action agency that

operates/administers a weatherization program in Davis, Morgan, Salt Lake, Tooele and Weber counties. The U.S. Department of Energy's (DOE) Weatherization Assistance Program (Weatherization) reduces energy costs for low-income households by increasing the energy efficiency of their homes, while ensuring their health and safety. The program prioritizes services to the elderly, people with disabilities, and families with children.

- **Period of Performance:** The contract will be through the 2019-2020 program year ending on June 30, 2020. Amendments extending the period of performance, if any shall be at the sole discretion of the agency. The Agency reserves the right to extend the contract for up to two (2) one-year periods
- **METHOD OF AWARD:** The contract will be given to the contractor(s) whose proposal are the most responsive to the solicitation and is the most advantageous to UCA, considering price, quality, and other applicable factors including but not limited to experience, service record of the vendor, and required education/training/credentials of the vendor. Multiple contractors may be used to complete the contract. Any and all proposals may be rejected when it is in the agency's best interest to do so.
- **CANCELLATION and TERMINATION:** UCA reserves the right to cancel the resulting contract/agreement, for any reason, by giving written notice to the Contractor of such cancellation and specifying the effective date thereof, at least ten days before the effective date of such cancellation. The Contractor shall, in the event of cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the agency's order(s). The Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined at the sole discretion of UCA, times the corresponding payment for completion of such work as set forth in the Agency's order(s).

5. PROPOSALS PROCEDURES AND INSTRUCTIONS:

- **QUESTIONS AND ANSWER PERIOD:** Questions regarding the RFP will be accepted beginning **January 10, 2020**. All questions must be submitted in writing to Ian Spangenberg at weatherization@utahca.org. All questions will be answered in writing, and an addendum issued and posted to the website and emailed to each potential contractor. No questions will be responded to after the question and answer period has expired.
- **METHOD OF SUBMISSION:** Contractors must submit one (1) original copy of all materials

required for acceptance of their proposal, to:

**Utah Community Action
Attn: Stacy Weight
1307 South 900 West
Salt Lake City, Utah 84104**

General Contact: Stacy Weight, stacy.weight@utahca.org

Sealed proposals will be opened at UCA Weatherization, 850 W 1700 S Salt Lake City, UT 84104. Contractors will be notified award upon final approval.

An authorized UCA representative in the above office must receive the proposals. All proposals must be time-stamped at the UCA by an authorized representative prior to the proposal opening time. Proposals not stamped will be considered late. All proposals mailed or dropped off must be in a sealed package showing the following information on the outside package:

- Contractor's Name and Address
- Request for Proposal Title
- Proposal Due Date
- Date Proposal Submitted

- **INQUIRIES:** All inquiries concerning this Request for Proposal (RFP) will be submitted via email to weatherization@utahca.org. During the procurement process, prospective contractors shall direct any inquiries to the email address provided. In no case shall oral communications take precedence over written communications.
- **AMENDMENTS TO THE RFP:** If a change to the RFP solicitation (i.e. scope of work, pricing schedules, etc.) become necessary after it has been issued, a written amendment will be issued to all prospective contractors. The amendment will formally detail each change, however all terms and conditions, which are not modified, remain unchanged.

6. PROPOSAL RESPONSE, ACCEPTANCE, EVALUATION AWARD AND PROTEST PROCEDURES:

- **Proposal Response:** Proposers are to respond to all information requested in this RFP. A qualified Proposal must address all items.
- **Proposal Content:**
 1. **Proposals shall be organized and submitted in the format prescribed below.**

Proposers must submit One (1) copy of proposal (electronic copy is acceptable).

A. A brief narrative addressing your approach to accomplishing the work for the specific trades you are proposing.

- Discuss your understanding of the proposal and the approach to weatherization projects and how you will maintain quality and safety on projects.
- Highlight qualifications and address any factors that may affect the performance of the work.
- If any, discuss alternative or additional items that you believe should be addressed in the project.
- This narrative may not exceed two (2) pages

B. Carefully follow the instructions provide on each attachment page.

- Contractor information – Attachment A
- Contractor Reference – Attachment B
- Contractor Compensation/Specification – Attachment C (Only complete the pricing for trades you are licensed to perform)
- **PROPOSAL ACCEPTANCE:** Proposals that do not comply with instructions or are unable to comply with specifications contained in this RFP may be rejected by UCA. UCA may request reports on a contractor's financial stability and if financial stability is not substantiated, may reject a contractor's proposal. UCA retains the right to accept or reject any or all proposals, and accept or reject any part of a Proposal deemed to be in the best interest of UCA. UCA shall be the sole judge as to compliance with the instructions contained in this RFP.
- **PROPOSAL EVALUATION:** Proposals will be evaluated by assigned UCA staff to verify that they will meet all specified requirements in this RFP. This verification may include requesting reports on the contractor's financial stability, conducting demonstrations of the vendors' proposed product(s) and/or service(s), and reviewing results of past awards to the contractor by UCA. Proposals will be evaluated using the following scoring criteria
-

Item	Requirement	Points Possible
1	<p>Submittal Cover Letter, presentation and plan:</p> <ul style="list-style-type: none"> • Was the statement straightforward and did it provide a concise explanation of capabilities of the RFP (10 points) • Did the Statement include satisfactory evidence that they were familiar with the weatherization type services outlined in the scope of work (10 Points) • Does the statement include Quality and Safety guidelines? (10 points) 	30
2	Experience & Proposals:	40

	<ul style="list-style-type: none"> Combination of experience, education and background and past performance undertaking such projects. 	
3	Cost Analysis and equipment selection: <ul style="list-style-type: none"> Does the equipment selection and pricing reflect cost effectiveness in the detailed summary of proposed pricing. 	25
4	References: <ul style="list-style-type: none"> Prior experience with Utah Community Action will be considered. 	5
Total Possible Points		100

- NOTIFICATION OF INTENT TO AWARD:** Any contractor who responds to this RFP with a proposal will be notified in writing of UCA's intent to award the contract(s) as a result of this RFP. After a notification of the intent to award is made, and under the supervision of agency staff all copies of proposals will be available for public inspection between 8:30 am to 4:00 pm at 850 W 1700 S Ste. 1 Salt Lake City, UT 84104. Contractors can schedule reviews with the authorized UCA representative to ensure that space is available for the review.

- PROTEST PROCEDURES:**

PURPOSE: To provide specific actions, which will be taken, should an unsuccessful contractor file a protest.

Procedures:

Protester

- File a written complaint using the agency specified format within ten (10) working days after notice of rejection.

Contract Coordinator

- Notify contractor that a complaint of protest has been filed.

Administration

- Schedule the meeting of protest committee to review complaint.

Protest Committee

- Conduct meeting to evaluate protest within ten (10) working days of the filing of the receipt of protest.
- Record minutes of evaluation of protest committee meeting.
- Issue a decision to agency administration within five (5) working days of the meeting of the protest committee.
- Notify protester of the decision of the protest committee.

ADDITIONAL INFORMATION:

Protest format will contain the following:

- Notice of protest and specific reasons for filing the protest.
- Statement stating this is a protest letter.
- A detailed statement of the grounds for protest.
- A specific request for a ruling by the protest committee and a statement of the relief requested.

*If this information is not furnished, UCA may refuse to consider the protest. Protests must be

submitted in writing. The individuals who sit on the protest committee must be identified in writing prior to commencement of all procurement activities. The contract coordinator and program director should not be involved in the protest procedures other than to provide technical support to the protest committee.

Scope of Services HVAC/Plumbing Contractors

The contractor agrees to provide the services as described on the Scope of Work document provided by the Contractor. Likely tasks include, but are not limited to:

1. Install new and replacement of 95% efficient HVAC systems including: intake and exhaust venting in termination kits, condensation drain or pump as needed, thermostat and associated control wiring as needed, gas line modifications. All connections to the furnace must be sealed with approved mastic. All new equipment requires commissioning/startup documented on approved forms along with combustion testing. Documentation will be required with invoices.
2. Installation or repair of existing heating and cooling supply and return ductwork.
3. Installation of 95% efficient mobile home furnaces including: intake and exhaust venting in termination kits, condensation drain or pump as needed, thermostat and associated control wiring as needed, gas line modifications. All connections to the furnace must be sealed with approved mastic. All new equipment requires commissioning/startup documented on approved forms along with combustion testing. Documentation will be required with all invoices.
4. Installation or repair of air conditioning units including: electrical at the unit as needed, refrigeration lines as needed, TXV metering devices on all evaporative coils, liquid line filter drier, equipment pad, control wiring as needed and condensation drain. All systems are to be pressure tested with dry nitrogen for no less than 15 minutes at 150 PSI and at least a 500 Micron vacuum pulled on all systems. All new equipment requires commissioning/startup documented on approved forms.
5. Install new or upgrade existing gas lines and flex connectors.
6. Re-lining of an orphaned water heater flues when the furnace no longer uses a common vent. UL approved high wind caps are required.
7. Installation of atmospheric residential water heaters including venting, expansion tank, earthquake straps, water shutoff on inlet side and water and gas line modifications as needed. Equipment commissioning is required along with combustion and worst case draft testing.
8. Installation of atmospheric and direct vent mobile home water heaters including venting, expansion tank, earthquake strap, combustion air inlet for direct vents, water shutoff on inlet side and water and gas line modifications as needed. Equipment commissioning is required along with combustion and worst-case draft testing.
9. Installation of powered direct vent water heaters including venting for both exhaust and combustion air in approved PVC piping, expansion tank, earthquake strap, water shutoff on inlet side and water and gas line modifications as needed. Equipment commissioning is required.
10. Other, as specified in the Scope of Work provided by the Contractor.
11. All invoicing must include the following: Equipment startup forms, combustion testing results, and post installation pictures.
12. Follow guidelines imposed by OSHA confined spaces effective February 1, 2016.

Scope of Services – Electrical Contractors

The contractor agrees to provide the services as described on the Scope of Work document provided by the Contractor. Likely tasks include, but are not limited to:

13. Install new or upgrade existing breaker and wiring, as necessary, for installation of new HVAC systems in homes.
14. Install new or upgrade existing breaker and wiring, as necessary, for installation of new water heater.
15. Install new powered circuit with switch and venting for bathroom exhaust fan that meet ASHRAE 62.2 requirements
16. Replace knob-and-tube wiring in attics and walls to allow for the safe installation of insulation.
17. Other work, as specified in the Scope of Work provided to the Contractor and billed based on time and materials.
18. Follow guidelines imposed by OSHA confined spaces effective February 1, 2016.

7. RFP CHECKLIST

The following forms must be completed and submitted with the proposal in accordance with the instructions noted on the front cover sheet of the RFP:

- Contractor Information – Attachment A
- Contractor References – Attachment B
- Contractor Scope of Work –Attachment C
- Scope of Work –Attachment D
- W9
- Sample of Company Invoice
- Proof of trade licensure in the State of Utah
- Proof of Insurance in the following categories:

Worker's Compensation – With Utah Community Action listed as the certificate holder

Commercial General Liability – General Liability insurance in the minimum amount of \$2,000,000. Combined Single Limit per occurrence for bodily injury, personal injury, and property damage including, but not limited to, coverage for premises/operations, independent contractors, contractual liability, products and completed operations. Utah Community Action must be listed as a certificate holder.

CONTRACTOR INFORMATION

Attachment A

Company: _____

Owner(s) Name: _____

Contact Person: _____

Physical Address: _____

Billing Address (if different from physical): _____

Telephone: _____ Fax: _____

Email address: _____

Company Structure (corporation, partnership, sole proprietorship): _____

Business Type (Trade): _____

Years in Business: _____

Federal Tax Identification Number: _____

Number of Employees: _____

Name of Insurance Carriers: _____

Liability Insurance: _____ Expires: _____

Workers Compensation Insurance: _____ Expires: _____

Note: Proof of adequate insurance will be required before an award will be made to Contractor.

The undersigned, having carefully read and examined the contract document, and being familiar with (1) all the conditions applicable to the work for which this bid is submitted; (2) with availability of the required equipment, materials and labor hereby agrees to provide everything necessary to complete the work for which this bid is submitted in accordance with the bid documents for the amount quoted herein and further agrees that if this bid is acceptable, within five (5) days after the contract is presented for acceptance, will execute and mail a signed contract to UCA.

Signature

Date

CONTRACTOR REFERENCES

Contractor:			
Provide company name, address, contact person, telephone number, and appropriate information on product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.			
Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

Company Name:			
Address (include Zip + 4):			
Contact Person:		Phone No:	
Product(s) and/or Service(s)			

**CONTRACTOR COMPENSATION HVAC
SPECIFICATIONS AND PRICING PROPOSALS**

The Contractor shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all mechanical and Weatherization work required in accordance with the State of Utah Standard Work Specification Procedures (SWS). The work performed is based on home energy audits conducted by Utah Community Action. Typical measures installed by contractors may include: installing and vented bathroom exhaust fans and range hoods; tuning, repairs and replacing heating and cooling systems and ductwork; repairs and replacing water heaters; removing unvented space heaters; installing Energy Recovery Ventilators (ERVs); and minor electrical, plumbing, gas line repairs; installing insulation; sealing ducts; mitigating air infiltration; and reducing electric base load consumption. The work is performed in site built homes and mobile homes. The properties and services to be contracted for will be included in the Work Orders issued by Utah Community Action. Those contractors evaluated from this RFP to be the most qualified and price competitive will be provided opportunities to bid on individual jobs.

Contractor agrees to install said items in a competent manner at such times and places as designated by Utah Community Action. All materials used in provision of services must meet or exceed 10 CFR 440 Appendix A: "Standards for Weatherization Services".

Contractor is responsible for leaving the job site clean, hauling away job debris, and existing equipment (if applicable) and for properly disposing of existing equipment or debris to meet EPA regulations. When applicable, EPA RRP Lead Safe Work Practices must be followed.

Project commencement and completion must be accomplished within Twenty (20) working days of notice to proceed. Contractor is to notify Utah Community Action as soon as project is completed for inspection.

Permits will be required as applicable by local building code. It will be the responsibility of the Contractor to ensure that necessary permits have been secured prior to starting work. This cost must be included in each line item price below. Contractor must include permit fees (if applicable), sales taxes, labor, materials, equipment, overhead, and expenses to complete project.

All invoices must include a detailed account of materials installed. Labor must be listed separately on all invoices.

HVAC

All new HVAC installations are to be performed in accordance with the most recent Universal Mechanical Code and/or local building code.

The Contractor shall be responsible for ensuring properly sized gas line is supplying the heater and shall inform agency in the event that existing line is improperly sized. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units.

If required by system, all venting and combustion air shall be installed in accordance with AGA and GAMA specification. New gas forced air furnaces and air conditioning installs must have an approved startup form completed. A combustion analysis on all new systems will also be required.

All new unit installations will require Nest E Thermostats, provided by Utah Community Action in that Serial numbers will be tracked by UCA, the contractor will charge labor to install thermostats on each job.

All duct work connections and holes shall be sealed, on all sides, with a non-toxic, Department of Energy industry approved, mastic duct sealant applied per manufacturers specifications.

New conduit or PVC pipe installed through the roof shall include new properly sized roof jack with 3-course seal at the roof.

All installation estimates shall include removal and proper disposal of existing equipment, recovery of refrigerant from existing system as required by law.

All Contractor bid amounts below for installs of package units to include new elbow or roof curb, t-stat and stand, disconnect and fuses and condensate pump or drain. All installs of split systems to include new line set, t-stat, condenser pad, disconnect, fuses and gas line if applicable. ALL tie-ins to ductwork to be sealed with a U.L approved duct mastic. Contractor is to ensure that all units are properly charged to the manufacturer's specification. Contractor is responsible for properly sizing unit using a Manual J or other heat load calculation.

A combustion gas analysis and draft test must be performed on all new installations. All new appliances will be required to complete a new appliance startup form that will be provided by UCA. Copies of the combustion test and furnace startup must be submitted with the invoice before payment will be made. Pictures of the completed work must also be taken and included with the invoice upon completion of the job.

ITEM 1: HVAC FURNACE SINGLE STAGE	
BRAND:	MODEL:
Description Of Scope Of Work	Total Cost
Removal of forced air gas furnace and replace with new gas furnace (95% AFUE) Single speed	CONTRACTOR'S BID AMOUNT
40,000 btu (or nearest equivalent & specify)	\$
60,000 btu (or nearest equivalent & specify)	\$
80,000 btu (or nearest equivalent & specify)	\$
100,000 btu (or nearest equivalent & specify)	\$
125,000 btu (or nearest equivalent & specify)	\$
ITEM 2: HVAC FURNACE 2 STAGE	

BRAND: _____		MODEL: _____	
Description Of Scope Of Work		Total Cost	
Removal of forced air gas furnace and replace with new gas furnace (95 AFUE) 2 stage with ECM motor.		CONTRACTOR'S BID AMOUNT	
40,000 btu (or nearest equivalent & specify)	\$		
60,000 btu (or nearest equivalent & specify)	\$		
80,000 btu (or nearest equivalent & specify)	\$		
100,000 btu (or nearest equivalent & specify)	\$		
125,000 btu (or nearest equivalent & specify)	\$		
ITEM 3: HVAC FURNACE MODULATING			
BRAND: _____		MODEL: _____	
Description Of Scope Of Work		Total Cost	
Removal of forced air gas furnace and replace with new gas furnace (95 AFUE) Modulating with ECM motor.		CONTRACTOR'S BID AMOUNT	
40,000 btu (or nearest equivalent & specify)	\$		
60,000 btu (or nearest equivalent & specify)	\$		
80,000 btu (or nearest equivalent & specify)	\$		
100,000 btu (or nearest equivalent & specify)	\$		
125,000 btu (or nearest equivalent & specify)	\$		
ITEM 4: FURNACE MOBILE HOME			
BRAND: _____		MODEL: _____	
Description Of Scope Of Work		Total Cost	
Removal of down flow forced air gas furnace and replace with new 95% AFUE gas furnace (mobile home)		CONTRACTOR'S BID AMOUNT	
50,000 btu (or nearest equivalent & specify)	\$		
75,000 btu (or nearest equivalent & specify)	\$		
ITEM 5: HVAC AIR CONDITIONING (REPLACEMENT)			
BRAND: _____		MODEL: _____	
Description Of Scope Of Work		Total Cost	

Replacement AC unit: New condenser, coil and flush line set 14.5-SEER	CONTRACTOR'S BID AMOUNT
2 ton	\$
3 ton	\$
4 ton	\$
ITEM 6: HVAC AIR CONDITIONING (NEW)	
BRAND:	MODEL:
Description Of Scope Of Work	Total Cost
New AC unit: Including electrical, line set and startup 14.5-SEER	CONTRACTOR'S BID AMOUNT
2 ton	\$
3 ton	\$
4 ton	\$
ITEM 7: HVAC WATER HEATER RELINE	
Description Of Scope Of Work	Total Cost
Re-line orphaned water heater after furnace change out	CONTRACTOR'S BID AMOUNT
	\$
ITEM 8: HVAC THERMOSTAT	
Description Of Scope Of Work	Total Cost
Install programmable thermostat	CONTRACTOR'S BID AMOUNT
Brand: Model:	\$
ITEM 9: HVAC DUCTWORK (NEW)	
Description Of Scope Of Work	Total Cost
Install new ductwork, seal, and insulate per linear foot:	CONTRACTOR'S BID AMOUNT
Hard pipe	\$
Flex duct	\$
ITEM 10: HVAC DUCTWORK REPAIR	
Description Of Scope Of Work	Total Cost
Repair new ductwork, seal, and insulate per linear foot:	CONTRACTOR'S BID AMOUNT
Hard pipe	\$
Flex duct	\$
ITEM 11: HVAC TUNE UP	
Description Of Scope Of Work	Total Cost
Routine clean/tune service of furnace:	CONTRACTOR'S BID AMOUNT
	\$
ITEM 12: HVAC LABOR	
Description Of Scope Of Work	Total Cost
HVAC Labor Rate Per Hour	CONTRACTOR'S BID AMOUNT
	\$

CONTRACTOR COMPENSTATION – PLUMBING
SPECIFICATIONS AND REQUEST FOR PRICING PROPOSALS

All new water heater installations are to be performed in accordance with the most recent local building codes.

The Contractor shall be responsible for ensuring properly sized gas lines, combustion air, venting, pressure relief valves, and proper electrical requirements. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units

A combustion gas analysis and draft test must be performed on all new installations. Copies of the combustion test and furnace startup must be submitted with the invoice before payment will be made. Pictures of the completed work must also be taken and included with the invoice upon completion of the job.

ITEM 13: GAS WATER HEATER	
BRAND: _____	MODEL: _____
Description of Scope of Work	Total Cost
Replace propane/natural gas water heater with Energy Star certified product, safety discharge pipe, expansion tank, hurricane strap and sediment trap. <div style="text-align: right;"> 40 Gallon 50 Gallon </div>	CONTRACTOR'S BID AMOUNT \$ \$
ITEM 14: POWERED DIRECT VENT WATER HEATERS	
BRAND: _____	MODEL: _____
Description of Scope of Work	Total Cost
Replace Water heater with a powered direct vent water heater, safety discharge pipe, expansion tank, hurricane strap and sediment trap. <div style="text-align: right;"> 40 Gallon 50 Gallon </div>	CONTRACTOR'S BID AMOUNT \$ \$
ITEM 15: MOBILE HOME GAS WATER HEATER	
BRAND: _____	MODEL: _____
Description of Scope of Work	Total Cost
Replace propane/natural gas water heater with Energy Star certified product, safety discharge pipe to exterior, sediment trap (mobile home).	CONTRACTOR'S BID AMOUNT

30 Gallon	\$
40 Gallon	\$
50 Gallon	\$

ITEM 16 WATER HEATER COMBUSTION AIR

Description Of Scope Of Work	Total Cost
Install of combustion air to exterior.	CONTRACTOR'S BID AMOUNT
	\$

ITEM 17: WATER HEATER FLUE RELINE

Description Of Scope Of Work	Total Cost
Re-line of orphaned water heater	CONTRACTOR'S BID AMOUNT
	\$

ITEM 18: PLUMBING REPAIRS LABOR

Labor Rate Per Hour	\$
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CONTRACTOR COMPENSTATION - ELECTRICAL
SPECIFICATIONS AND REQUEST FOR PRICING PROPOSALS

The Contractor shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all mechanical and Weatherization work required in accordance with the State of Utah Standard Work Specification Procedures (SWS). The work performed is based on home energy audits conducted by Utah Community Action. Typical measures installed by contractors may include: installing and vented bathroom exhaust fans and range hoods; tuning, repairs and replacing heating and cooling systems and ductwork; repairs and replacing water heaters; removing unvented space heaters; installing Energy Recovery Ventilators (ERVs); and minor electrical, plumbing, gas line repairs; installing insulation; sealing ducts; mitigating air infiltration; and reducing electric base load consumption. The work is performed in site built homes and mobile homes. The properties and services to be contracted for will be included in the Work Orders issued by Utah Community Action. Those contractors evaluated from this RFP to be the most qualified and price competitive will be provided opportunities to bid on individual jobs.

Contractor agrees to install said items in a competent manner at such times and places as designated by Utah Community Action. All materials used in provision of services must meet or exceed 10 CFR 440 Appendix A: "Standards for Weatherization Services".

Contractor is responsible for leaving the job site clean, hauling away job debris, and existing equipment (if applicable) and for properly disposing of existing equipment or debris to meet EPA regulations. When applicable, EPA RRP Lead Safe Work Practices must be followed.

Project commencement and completion must be accomplished within Twenty (20) working days of notice to proceed. Contractor is to notify Utah Community Action as soon as project is completed for inspection.

Permits will be required as applicable by local building code. It will be the responsibility of the Contractor to ensure that necessary permits have been secured prior to starting work. This cost must be included in each line item price below. Contractor must include permit fees (if applicable), sales taxes, labor, materials, equipment, overhead, and expenses to complete project.

EXHAUST FANS, RANGE HOODS, ERV'S AND ELECTRICAL WORK

All new exhaust fan installations and other electrical work are to be performed in accordance with the most recent local building codes. Work must also comply with the Utah Weatherization Field Guide and a copy will be provided to the contractor.

The Contractor shall be responsible for ensuring properly venting exhaust fans and range hoods and proper electrical requirements. The Contractor shall leave all literature on the new units with the client and shall also inform the client of proper care and maintenance required on the new units.

Please list the Manufacturer brand name and model you are proposing for the scope of work listed below.

ITEM 1: EXHAUST FAN	
BRAND:	MODEL:
Exhaust fans installed must be UL listed model HVI certified to sound level of 1 sone or less a minimum of 110cfm on high with a variable continuous fan option. If exhaust fan does not have a continuous variable speed option, provide the cost to install a switch that can be programmed for intermittent control, fan will need to be vented to the outside of home and insulated if installed in attic.	
Description Of Scope Of Work	Total Cost
Replace exhaust fan, tie into existing vent (material supplied)	\$
Install new exhaust fan and vent to exterior (Contractor supplied materials)	\$
Install exhaust fan duct work per linear foot:	\$
Install programmable intermittent switch	\$
Labor rate per hour if Agency supplies materials	\$

ITEM 2: RANGE HOODS	
BRAND:	MODEL:
Range hood must have a sound level of 3 sones or less and 100cfm in kitchens with dedicated vent, sealed and insulated.	
Description Of Scope Of Work	Total Cost
Replace vented range hood, tie into existing vent	\$
Install vented range hood and vent to exterior	\$
Install range hood duct work per linear foot:	\$
Labor rate per hour if Agency supplies materials	\$

ITEM 3: ENERGY RECOVERY VENTILATOR (ERV)	
BRAND:	MODEL:
Install ERV in home and vent outside of home, and insulated if installed in attic	
Description Of Scope Of Work	Total Cost
Install ERV and vent to exterior	\$
Install ERV duct work per linear foot:	\$
Install stacking switch	\$
Labor rate per hour if Agency supplies materials	\$

ITEM 4: ELECTRICAL REPAIRS HOURLY RATE	
Hourly labor rate to install electrical related items. (Example: running new circuit to furnace, new circuit for air conditioning, replace knob and tube wiring in attics with junction boxes and Romex.)	
Description Of Scope Of Work	Total Cost
Labor rate per Hour	\$

Sample Contract Agreement

Utah community action Weatherization Assistance Program Contractor Agreement

This Agreement is hereby entered into by and between (Utah Community Action) (herein "Agency") and (Contractor) (herein "Contractor").

WITNESSETH

WHEREAS, the Agency has entered into a Weatherization Assistance Program Agreement with State of Utah Weatherization Assistance Program whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in Utah and;

WHEREAS, the Agency, as a result of the utilization of its agency procurement procedures determined that the Contractor is a good value; and

WHEREAS, the Contractor has agreed to undertake the services set forth in the and to fulfill all responsibilities of this Agreement relating to the Project.

NOW, THEREFORE, in furtherance of the Weatherization Assistance Program, and in consideration and the mutual promises and obligations herein provided, the parties do mutually agree as follows:

1. Term of Agreement

This Agreement shall begin on _____(Commencement Date) and shall terminate on_____(Termination Date) with the exception of all provisions regarding records retention and guarantees of work, which shall survive the termination of this Agreement. The agency may choose to extend the contract one additional year if the contractor remains in good standing with the agency.

2. Compensation

The Agency agrees to pay the Contractor for services rendered under the terms and conditions of this Contract, subject to any additions and deductions, the reimbursement cost of materials and labor hours set forth in Attachment B (SPECIFICATIONS AND PRICES).

3. Entire Agreement

This Agreement, together with any attachments appended prior to the execution of the Agreement, constitutes the entire Agreement between the parties and shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties.

4. Notices

Any notice to be given pursuant to this Agreement shall be deemed sufficient if given in writing to the address indicated in this Agreement, or such other address as may be specified in writing, and if given by certified mail, return receipt requested, and unless date of receipt is specified herein, such notice shall be deemed given when mailed.

5. Contractor's Obligations

The Contractor agrees:

- A. To perform the services provided for in Scope of Services attached. The services provided by the Contractor may not be subcontracted out to any other organization or company.
- B. To comply with all applicable laws, ordinances, codes and regulations of local, state and federal governments, including the obtaining of all required permits and licenses and the requirements of this Agreement, at no additional cost to the Agency, except that that actual permit and license fees specific to a site of work may be charged to the Agency.
- C. To provide and maintain commercial insurance during the term of the contract. This insurance shall be maintained at the sole cost of the Contractor and with such terms and limits as may be reasonably associated with the contract. The Contractor must list the Agency as a certificate holder on all relevant policies. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

Insurance: The Contractor agrees to the responsibility of acquiring general liability insurance and vehicle liability insurance before any work is commenced in the minimum amount of \$2,000,000.00 and \$1,000,000 respectively. A certificate of insurance verifying amounts and coverage must be included with this contract. Workers employed by the Contractor must be covered by a state approved Workman's Compensation Insurance Policy for the entire duration of the contract or their employment under said Contractor.
- D. To indemnify and hold harmless the Agency and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Agreement.
- E. To perform the work in a competent manner acceptable to the Agency. The Contractor shall promptly correct all work rejected as defective or non-conforming as identified by the Agency during any inspection, within fifteen (15) days of receipt of the written notice of the defect by the Contractor, but in no event later than the Termination Date of this Agreement, at no additional cost to the Agency.
- F. To guarantee all materials installed and labor performed to be free from defects for a period of one year from the date of final acceptance of all the work required by this Agreement on the unit, or the building containing the unit, if later.

At any time up to one (1) year from the date of installation and upon written notice from the Agency, the Contractor shall correct any faulty workmanship in regard to mechanical equipment and weatherization measures. Any manufacturer warranties are in addition to this stated warranty. This one-year warranty provided by the Contractor shall run concurrent with the first year of the manufacturer's warranty and does not in any way extend the period of the manufacturer's warranty.

Defective work or materials shall be repaired or replaced, at the election of the Agency, within thirty (30) days of receipt of the written notice of the defect by the Contractor, at no additional cost to the Agency.

- G. Acceptance of faulty work, or failure on the part of the Agency to discover defects, will not relieve the Contractor of responsibility to correct the defects as set forth herein within the guarantee period.

1. All work assigned to the Contractor will be identified by a Job Number and the Contractor shall similarly label all invoices, work orders, etc. with the same number for purposes of identification.
 2. The Contractor shall provide all required information on forms supplied by the Agency, or shall supply to the Agency the information necessary for the completion of such forms.
- H. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, competent and expeditious manner.
- I. To ensure employees do not smoke or use other tobacco products (including, but not limited to, pipes, cigars, snuff, or chewing tobacco) on any part of the jobsite. A weatherization jobsite includes the home and the property in which the home is located.

6. Payment Schedule

- A. That the Contractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of services performed on each home. The Contractor must submit invoices that specifies measure labor & material costs for payment.
1. If the Contractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the Invoice.
- B. The Agency agrees to make payment within sixty (30) working days after the Agency's receipt of all billing documentation above.
- C. Assignment
This Agreement is intended to secure the services of the Contractor because of its ability and reputation and none of the Contractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of the Agency.
- D. Records
The Contractor shall retain all papers and records in connection with work performed for a minimum of three (3) years and access will be provided to State Weatherization office, the US Department of Energy and any of its authorized agents or representatives, or other Federal or State representatives for the purpose of audit, examination, excerpts or transactions.

7. Agency's Obligations

The Agency agrees:

- A. To provide work orders specifying the quantity and method of all work requested of the Contractor in conformance with the Divisions policies.
- B. To conduct a timely post-inspection to determine the acceptability of the services performed by the Contractor no later than ten (10) business days after notification by the Contractor of completion (the "Final Inspection").

C. To pay the Contractor promptly according to this Agreement.

8. Conduct of Agreement

A. Solicitation

The Contractor shall not actively solicit business from the clients during the course of the Contractor's performance of this Agreement. This provision shall not prevent Contractor from providing additional services to the clients at the request of the clients, which additional services shall be performed at the sole cost of the clients. The Agency is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

B. Delays

When the Contractor shows good cause for delay in the work, the Agency shall make a determination specifying alternative payment procedures and/or an extension of time allocated for performance of this Agreement based on confirmation of the delay. Such delays may include, but are not limited to, any of the following: changes in the work, labor disputes, fire, flood, unavoidable casualty or damage to materials, an act or neglect of the property owner or such cause beyond the control of the Contractor.

C. Liquidated Damages

It is understood that actual damages due to delay in the performance of the work are uncertain and difficult to ascertain. The reasonably foreseeable damages due to such delay are agreed to be the sum of one hundred dollars (\$100) per day per dwelling unit. The Agency may withhold and retain such liquidated damages out of any monies due to the Contractor under this Agreement.

D. Termination

1. For Fault

If the Agency determines that the Contractor has failed to perform or will fail to perform all or any part of the Contractor's services or obligations required under this Agreement, the Agency may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Contractor specifying the portions of this Agreement terminated, suspended or reduced. Such notice shall specify the violation(s) of this Agreement, and, in the case of termination, shall specify a reasonable period of not more than ten (10) days nor less than five (5) days from receipt of the notice, at which time the Agreement shall be deemed terminated. In the event of such termination, the Contractor shall return any materials, supplies, tools or equipment provided by the Agency.

2. Not for Fault

Whenever the Agency determines that termination of this Agreement in whole or in part is in the best interest of the Agency or the Division, or in the event, that termination is required by a Federal Sub grantee. The Agency may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective

date of the termination. Upon termination, the Contractor shall be entitled to and the Agency shall pay, the eligible costs incurred in compliance with this Agreement until the date of the termination. In addition to any costs the Contractor incurs directly resulting from such termination, provided however, that the total amount paid to the Contractor shall not be more than the amount of Total Compensation specified in this Agreement.

3. Termination for Circumstances Beyond the Control of the Contractor

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Agency in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Agency of the cessation of such occurrence."