

Weatherization Request for Qualifications

Community Action Partnership
of Northwest Montana



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SECTION I – GENERAL INFORMATION

A. AGENCY OVERVIEW

Community Action Partnership of Northwest Montana (CAPNM) administers the Department of Energy (DOE)/LIHEAP Weatherization Assistance Program (WAP) and the Contingency Revolving Fund (CRF) Emergency heating system services in Flathead, Lake, Sanders and Lincoln counties. CAPNM is a private, nonprofit corporation.

B. SCOPE of WORK

CAPNM is looking for qualified and licensed Contractors, Asbestos Abatement Contractors, Master/Journeymen Electricians, HVAC Technicians and Plumbers to be on CAPNM's Qualified Contractor List (QCL). The qualified contractors will provide emergency heating system repair/replacement for Low Income Energy Assistance Program (LIHEAP) eligible customers using Contingency Revolving Funds (CRF) and/or DOE/LIHEAP Weatherization (program projects).

C. PURPOSE

This Request for Qualifications (RFQ) is to contract with qualified contractors for three (3) years. The proposal includes options for two (2) additional years, one year at a time. CAPNM has immediate openings for qualified professionals to join our QCL and begin work.

D. WHO MAY RESPOND

Qualified General Contractors, Electricians, Plumbers and HVAC Contractors with the proper Montana licenses and certifications. Contractors may express interest and submit qualifications for ONE or BOTH of these programs.

E. INSTRUCTIONS on PROPOSAL SUBMISSIONS

1. **Closing Submission date is OPEN**

2. **Inquires**

Inquiries concerning this RFQ should be directed to the Weatherization Department Director, (406) 752-6565.

3. **Submission Instructions**

Proposals shall be accepted electronically or by hard copy, addressed as follows:

Name: **Melissa Rice**
Title: **Weatherization Department Director**
Address: mrice@capnwmmt.org

Memo Line: **RFQ for Weatherization Programs**
Entity: **Community Action Partnership of NW MT.
P.O. Box 88
Kalispell, Montana 59903**

It is the responsibility of the Offeror to ensure that the proposal is received by CAPNM by the date and time specified above. All cost incurred in the preparation of a proposal responding to this RFQ will be the responsibility of the Offeror and will not be reimbursed by CAPNM.

CAPNM reserves the right to reject any and all proposals received in the response to this RFQ. A negotiated contract for the accepted proposal will be based upon the factors described in this

RFQ. All proposals will be reviewed for complete information.

Efforts will be made by Community Action Partnership of NW MT to utilize small businesses, women owned enterprises and minority-owned businesses in accordance with **2 CFR § 200.321**. An Offeror 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). Scoring/Evaluation. All submissions will be reviewed and scored against a standardized rating point system. **See Attachment A.**

SECTION II – CONTRACTOR/PROPOSER REQUIREMENTS

Travel

Travel will be reimbursed at the most recent allowable rates for mileage as published by the General Services Administration. Other direct project expenses will be reimbursed at actual, with copies of receipts provided with the invoice. <http://www.gsa.gov/portal/content/104877>

Drive time hourly rates of \$35.00 may be charged as part of labor costs.

Material Mark-Up

Bidders who exceed a 15% material mark-up will receive a minimum 1-point reduction in the scoring process. Bidders who are below a 15% mark-up will receive 1 additional point. (Receipts will be required to be attached to all invoices).

Labor

Bidders who exceed our subcontractor average of \$120 per hour for normal daily (not evening or weekend), rates will receive a 1-point reduction in the scoring process. Bidders who are below this average will receive 1 additional point.

Rotation of Contractors

Once qualified, all contractors will be put into a "rotation cycle" guaranteeing equal access to CAPNM weatherization work. Assignments will be based upon that schedule along with the needs and location of the job, skill level and availability of the contractor.

Conditions

Contractor Conditions: must have the ability to meet the following conditions, which will be evaluated for performance on the first 5 jobs completed.

1. Work must be performed in a timely manner: Per contract.
2. Quality of the work.
3. Client satisfaction.
4. Adherence to rules and regulations.
5. Re-inspections.
6. Evaluation of work completed.

Compliance with Law

All parties must comply with all Federal and State statutory and regulatory laws at all times. All parties must comply with the Fair Housing Act and Equal Opportunity Act regulations.

SECTION II – CONTRACTOR/PROPOSER REQUIREMENTS – (continued)

Contractor Responsibilities

- A. The Contractor(s) assures CAPNM that he/she has the equipment/tools and personnel to carry out all of the terms and conditions of this contract, and is able to adhere to the CAPNM's instructions and directions as they pertain to the repair of home heating systems, combustion water heaters.
- B. The Contractor(s) accepts all responsibility for damages to or theft of his/her personal property during the term of the contract.
- C. The Contractor(s) shall be responsible for payment to his/her employees, including all required deductions and coverage as per State and Federal regulations.
- D. The Contractor(s) shall perform or cause to be performed all work under this contract in a good and workman-like manner that would be acceptable for similar kinds of work. Furthermore, the Contractor(s) hereby expressly warrants all work performed under this contract for one hundred eighty (180) days from the date of completion of repair work.
- E. The Contractor(s) shall have ten (10) working days from the date of notice from CAPNM to repair and/or replace any defective parts or defect resulting from poor workmanship. Replacement of parts due to manufacturer's defect where another part must be shipped will be allowed ten (10) working days from the receipt of the part for replacement. The Contractor(s) will respond directly to customer's telephone requests for problems with repairs and will provide prompt service. The Contractor(s) failure to replace all defective parts or perform repair within the ten (10) day period shall give CAPNM the right to contract out said repair work at the expense of the Contractor(s) and shall seek from the Contractor(s) reimbursement of any costs incurred to repair and/or replace the defective parts or improve poor quality workmanship. This could constitute a breach of contract.
- F. (CRF Program). **Immediate** (within 24 hours) response from Contractor(s) is required for no-heat situations during heating season. The Contractor(s) will leave an alternative safe heat source (electric heaters provided by the agency) when Contractor(s) cannot repair the heating system immediately. Contractor(s) will inform program staff of such direct customer callbacks.
- G. (Weatherization/CRF Programs). The Contractor(s) shall comply with all laws and ordinances, and the rules, regulations and orders of all public authorities, regulated utilities, national standards, Montana Weatherization Assistance Program Minimum Standards and specific manufacturer's requirements relating to the performance of the work therein. If any of the contract documents are at variance therewith, he/she shall notify program staff promptly on discovery of such variance.
- H. (Weatherization/CRF Programs). The Contractor(s) shall furnish, at program staff's request, proof of said material receipts for those jobs for which he/she is being paid. Program staff may use an HVAC price guide that utilizes national pricing standards and average labor time needed for specific parts replacement and unit replacements. The Corporation reserves the right of making payments for materials directly to unpaid suppliers and/or financiers of such materials or, at the discretion of the Corporation, withhold payment until proof of payment of materials is presented.

SECTION II – CONTRACTOR/PROPOSER REQUIREMENTS – (continued)

- I. (Weatherization/CRF Programs). The Contractor(s) shall furnish, at program staff's request, all suppliers' and manufacturers' written guarantees and warranties covering materials and parts under this contract. The Contractor(s) shall provide the client with the manufacturers' instructions, guarantees, and warranties for all parts replaced. The Contractor(s) must go over the instructions **with the customer** for such items as gas controls, primary controls, and those items deemed safety controls by the manufacturer.
- J. (Weatherization Program). Program staff will not approve payment for more than two (2) traveltrips to individual customers unless pre-authorized. Contractor(s) must justify any additional trips; justification is limited to parts availability, length of time necessary to perform repairs, and customer availability for appointments.

SECTION III – RFQ PACKET REQUIREMENT

- **Complete Appendix A**
- **Complete Appendix B1, B2 and or B3**
- **Complete Appendix C information form**
- **Complete Appendix D summary of insurance requirements**



CAPNM

APPENDIX B2

EMERGENCY HEATING SYSTEM REPAIR/REPLACEMENTS CONTRACTOR/PROPOSER BID SHEET

FOR LOW INCOME ENERGY ASSISTANCE PROGRAM ELIGIBLE CUSTOMERS USING CONTINGENCY REVOLVING FUNDS (CRF) AND OTHER DOE/LIHEAP WEATHERIZATION PROJECTS.

For Community Action Partnership of Northwest Montana – Weatherization Department

- a. Make required repairs to alleviate an emergency no heat situation. Only repairs to alleviate the emergency situation are allowed. Tune-up services and general cleaning are NOT authorized.
- b. Address emergencies within 24 hours of authorization. If repair cannot be made within 24 hours, provide an alternative heat source (electric heaters) immediately.
- c. Stay within \$250 limit. If repair is anticipated to cost more than \$250, contact CAP with estimated price for PRIOR approval.
- d. If replacement is recommended, contact CAP with the reason why the appliance needs to be replaced and an estimated price for replacement. CAP will determine if bids from other contractors will be required on a case by case situation. CAP will contact you on how to proceed.

Please state your projected costs for the length of the Contract:

\$ _____	\$ _____	\$ _____	\$ _____
First Hour rate	Regular hourly rate	Evening/Weekend/Holiday rate	Other fees
_____ %		\$35.00	
Material mark-up rate		Driving wage rate	

Counties or Cities you will work

Stated limitations to your work or availability

Printed name of Company

Contact person

Mailing address

Office phone numbers

Owner cell phone

Owner or business email

Owner signature

Date

APPENDIX B3

ELECTRICIAN, PLUMBER AND GENERAL WEATHERIZATION CONTRACTOR/PROPOSER BID SHEET

Please state your projected costs for the length of the Contract:

\$ _____ First Hour rate	\$ _____ Regular hourly rate	\$ _____ Evening/Weekend/Holiday rate	\$ _____ Other fees
_____ % Material mark-up rate		<u>\$35.00</u> Driving wage rate	

Counties or Cities you will work

Stated limitations to your work or availability

Printed name of Company

Contact person

Mailing address

Office phone numbers

Owner cell phone

Owner or business email

Owner signature

Date

CAPNM

APPENDIX C

ALL CONTRACTOR/PROPOSER INFORMATION FORM

It is the responsibility of all officers, department directors and employees to comply with the Business Ethics Policy and to report violations or suspected violations in accordance with the Whistleblower Protection policy.

No officer, department director, manager or employee who in good faith reports a violation of the Business Ethics Policy shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline, up to and including termination of employment. This Whistleblower Protection policy is intended to encourage and enable employees and others to raise serious concerns within CAPNM prior to seeking resolution outside of CAPNM.

CAPNM conducts business with an open-door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations of the Business Ethics Policy to the Executive Director, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following CAPNM's open door policy, individuals should contact CAPNM's Executive Director directly.

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. The Executive Director will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

CAPNM's Executive Director is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Business Ethics Policy and, at his/her discretion, shall advise the Personnel Committee and/or the Program/planning Committee. The Executive Director has direct access to the committees of the Board of Directors and is required to report at least annually on compliance activity. The Finance Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Executive Director shall immediately notify the Finance Committee of any such complaint and work with the committee until the matter is resolved.

APPENDIX D
ALL CONTRACTOR/PROPOSER CERTIFICATIONS

SECTION I: Insurance, Certifications, Qualifications, Compliance

Contractors must be able to show proof of the following:

1. Insurance:

The Contractor must maintain for the duration of a contract period, at its cost, primary standard general liability insurance coverage.

a. General Liability:

The Contractor must maintain general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per claim; \$1,000,000 per occurrence and \$2,000,000 per aggregate per year.

The coverage must be from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

CAPNM and The State of Montana, its officials, employees, agents, and volunteers, are to be covered and listed as additional insured for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the insured's general supervision of the Contractor, products and completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Contractor.

b. Automobile Liability Insurance as required by the State of Montana:

The Contractor must maintain automobile liability insurance coverage. The insurance must cover claims as may be cause by any act, omission, or negligence of the Contractor or the Contractors officers, employees or agents. Copy of policy with limits needs to be provided.

Workers Compensation as required by the State of Montana

The Contractor must maintain Workers Compensation insurance coverage with limits of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit. If no workers compensation is required an exemption certificate needs to be provided.

c. Business Owner Policy:

(that includes professional liability or errors and omissions insurance). This policy shall be for no less than \$1 million in professional liability, if provided.

**Current Independent Contractor(s) Registration for the work to be performed
TIN/EIN or W9 form 'signed' will be required**

a. Compliance with Law

All parties must comply with all Federal and State statutory and regulatory laws at all times.

I have read and understand the outlined insurance requirements, licensing requirements and tax documentation that will be required if our entity is awarded a contract.

Signature of Contractor

Position/Title

Date

_____/_____/_____

ATTACHMENT A
WEATHERIZATION STAFF RFQ SCORING SHEET
(FOR STAFF USE ONLY)

Contractor/Vendor: _____

	Maximum Points Possible	Points Awarded
Ability to meet CAPNM's needs (expertise and technical competency)	35	
Represents a small business, minority business, woman owned business, or is a firm from a Labor Surplus Area	8 (2 per category)	
Completed all areas of the RFP/RFQ; provided all requested documents	10	
Qualifications of Staff and/ or Prior experience with Federal, State, or Non-Profit contract requirements	12	
Budget (Cost is reasonable within Industry Standards)	10	
Qualifications of Staff		
Other (please specify)		
Total	75	

Brief statement summarizing reason for selection or rejection:

If this contractor is chosen and is not the lowest bidder, please identify the rationale for this selection:

Accepted or Rejected for RFQ: _____

We completed a risk analysis and rate this Contractor/Vendor as Low Risk Medium Risk High Risk

Please explain (attach another sheet if needed):

Evaluators' Names _____

Date: _____