

REQUEST FOR QUALIFICATIONS

Notice is hereby given that contractor qualifications will be received by the Opportunity Council, for:

Opportunity Council's Community Energy Challenge

by hand filing with the Community Energy Challenge staff at 1322 North State Street, or mailing to Shawn Collins, Program Manager, Community Energy Challenge, 1322 North State Street, Bellingham, WA 98225.

Due Date: **January 11, 2010**

Time: **12:00 Noon**

Qualifications submitted after the due date and time will not be considered. Contractors accept all risks of late delivery of mailed submittals regardless of fault.

A detailed Request for Qualifications (RFQ) information packet including general information, requested services, submittal requirements, and evaluation process is available online at www.communityenergychallenge.org or can be mailed by calling 360-739-6625 and requesting an RFQ packet.

Opportunity Council reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate Opportunity Council to pay any costs incurred by respondents in the preparation and submission of their statement of qualifications. Furthermore, the RFQ does not obligate Opportunity Council to accept or contract for any expressed or implied services.

Opportunity Council is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation. The successful contractor must comply with these equal opportunity requirements.

Dated this 18th day of December 2009.

Shawn Collins
Program Manager

Opportunity Council
Community Energy Challenge
Request for Qualifications

<u>Request for Qualification Information:</u>		<u>Submittals Delivered to:</u>	
RFQ Number		Physical Address:	Opportunity Council 1322 N. State St. Bellingham, WA 98225
RFQ Name:	Community Energy Challenge RFQ		
Date Issued:	December 18, 2009		
Contact Person:	Shawn Collins		
Phone #:	360-739-6625		
Email Address:	shawn_collins@oppco.org	Mailing Address:	Attn: Community Energy Challenge RFQ Opportunity Council 1322 N. State St. Bellingham, WA 98225
Submittals Accepted Until	12:00PM January 11, 2010		

General Information

NOTICE: Notice is hereby given that letters of interest and statement of qualifications will be received by Opportunity Council of Whatcom County, Washington, for the Community Energy Challenge (CEC) by filing with the Opportunity Council at the above location.

PURPOSE/BACKGROUND: Opportunity Council (OC) is soliciting letters of interest and statements of qualifications for the purpose of preparing a pre-approved list of contracting firms able to install energy efficiency measures in existing housing. The CEC plans to fund energy efficiency measures in housing at as yet undetermined sites in Whatcom County. The grant funds for the CEC are provided by the American Recovery and Reinvestment Act (ARRA) administered by Washington State University. The CEC is expected to begin in January 2010 and continue until December 31, 2011. The ARRA legislation requires that construction firms in receipt of any ARRA funds pay laborers and mechanics employed by the contractor at least the prevailing wage rates as determined by the Davis-Bacon Act (DBA) (see Attachment "D" for more details), or as determined by WA state prevailing wage rates. The CEC plans to conduct 1,800 home energy audits, with roughly 900 of those audits developing into retrofit jobs throughout the duration of the project. We expect to initially work with a group of five (5) contractors to begin work on CEC projects. Additional qualified contractors (as determined through the RFQ process) will be brought onto the project as needed.

BRIEF SCOPE OF SERVICES (Additional Detail listed in Attachment "C"): Contractors shall provide a scope of work in accordance with the information provided in this request. The Program includes, but is not limited to the following elements to be installed by successful bidders (or through subcontractors):

- Attic, sidewall, duct, and underfloor insulation as required.
- Installation of new Energy Star appliances and removal and decommissioning of old appliances.
- Replacement of incandescent lighting fixtures with Energy Star fixtures.
- Shell and duct sealing as required.
- Installation of energy efficient windows and doors.
- Heating system repair or replacement as needed.
- Installation of tankless water heaters
- Installation of solar hot water heater units
- Installation of photovoltaic modules (solar panels)

QUALIFICATIONS: This project will require the responder to have some or all of the following qualifications:

- Five (5) or more years of related experience.
 - Experience with housing retrofits.
 - Experience working with municipal and regulatory entities.
 - Familiarity and experience paying and reporting Davis-Bacon Act wages or completion of Davis-Bacon Act compliance training, as well as familiarity with Washington State prevailing wage requirements or completion of compliance training.
 - Demonstrated proficiency in performing a combustion safety test.
 - Experience specific to the installation of weatherization measures and staff members with weatherization training and/or certifications, including:
 - Demonstrated organizational capacity to successfully complete weatherization projects (including financing the materials and labor), and receive payment within thirty (30) days of project completion.
- Auditor Certification - Auditors must be Building Performance Institute (BPI) certified, as well as certified for the PSE Homeprint audit in order to conduct audits for the CEC. Must gain BPI/PSE certification within 6 months of joining the program (until then all audits have to be monitored by BPI certified CEC staff until then)
 - Lead Safe Weatherization – To protect the health and safety of weatherization clients, their neighbors, and weatherization practitioners, Contractors shall utilize Lead Safe Weatherization on homes built prior to 1978, unless it has been determined by a certified risk assessor that there is no lead present. All staff that work on homes for the CEC must be certified in Lead Safe Weatherization (LSW). Staff new to the program must be LSW certified within 6 months. Contractors need to be aware of and follow requirements of EPA and OSHA when working with homes built prior to 1978.

RFQ SCHEDULE:

Event	Date
RFQ Release	December 18, 2009
RFQ Briefing	January 6, 2010
Responses Due	January 11, 2010

RFQ BRIEFING:

A briefing is scheduled for January 6, 2010 for interested responders. It will be held from 2:00PM to 3:30PM at the Building Performance Center at 1322 North State Street, Bellingham, WA 98225.

SUBMITTAL REQUIREMENTS:

Responses to this RFQ must include the following information:

- A cover letter/statement of interest indicating the firm’s interest in the project and highlighting its qualifications to perform this project. A summary of firm’s experience in requested service areas, as specifically mentioned in attached scope.
- Completed Attachment A “Proposers Qualification Statement”.
- Current Copy of contractor’s license
- Current copy of proof of insurance
- Statement of qualifications, including related experience with similar types of projects and specific qualifications or resumes of key team members such as proposed Project Manager, Project Principal, and subcontractors.
- A minimum of three (3) references relating to completed projects for the services being requested with full name, title, address, phone and fax numbers.
- Responses must be limited to no more than ten (10) sheets including specific project examples, references, resumes, and Attachment A

ARRA DOE PROVISIONS and DISCLAIMER:

The funds for this program are provided as a result of passage of the American Recovery and Reinvestment Act (ARRA). Respondents should become familiar with the ARRA and its requirements, both known and being determined. ARRA requirements should be periodically reviewed to ensure compliance. These requirements include the Davis-Bacon Act and Washington State prevailing wage laws. Respondents should also be familiar with the Department of Commerce's Weatherization Assistance Program specifications.

PROPRIETARY PROPOSAL MATERIAL: Please do not include any proprietary information.

SIGNATURES:

RFQ's shall be signed by one of the legally authorized officers of said corporation. If chosen as a participating contractor with the Community Energy Challenge, a contract shall also be so executed.

EVALUATION CRITERIA: Evaluations will be based on the criteria listed below.

- Experience of responder with similar projects;
- Experience of proposed project team and key team members
- Rating of qualifications;
- Review of completed projects.
- Businesses based in Whatcom County will receive priority consideration (based on the parameters of the funding)

The Opportunity Council may select a limited number of respondents for in-person interviews before the selection committee.

QUESTIONS:

Questions regarding this project may be directed to Shawn Collins at shawn_collins@oppco.org. Unauthorized contact regarding this RFQ with other OC employees may result in disqualification. Any oral communications will be considered unofficial and non-binding. Questions should be submitted in writing, or orally at the RFQ Briefing

REJECTION OF SUBMITTALS:

The OC reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the OC to pay any costs incurred by respondents in the preparation and submission of their responses. Furthermore, the RFQ does not obligate the OC to accept or contract for any expressed or implied services.

CONTRACT AWARD: No Contract award will be made as a result of responding to this RFQ. Successful respondents will be reviewed by CEC staff and may be invited to participate in CEC retrofit projects on a contractual basis. Respondents should be aware that all contracts administered by OC require execution of the CEC Policies and Procedures.

CONTRACT NEGOTIATION: The OC reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by OC.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 (also referred to as the "ADA" 28 CFR Part 35): The successful contractor or contractors must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

EQUAL OPPORTUNITY EMPLOYMENT: The successful contractor or contractors must comply with the OC equal opportunity requirements. The OC is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

TITLE VI: It is Opportunity Council's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected firm shall maintain insurance that is sufficient to protect the firm's business against all applicable risks, as set forth in the OC's Standard Insurance Requirements Attachment "B". Please review insurance requirements prior to submitting a statement of qualifications.

BUSINESS REGISTRATION AND TAXATION: The contractor or contractors awarded the contract will be subject to Washington State and Whatcom County Business Registration and Business Taxation as required.

NON-ENDORSEMENT: As a result of the selection of a firm to supply products and/or services to the CEC, firm agrees to make no reference to the CEC in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CEC.

NON-COLLUSION: Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the contractor or contractors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFQ (the "documents") become a public record upon submission, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If OC receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to OC (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by OC within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The OC assumes no contractual obligation to enforce any exemption.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The applicant certifies, by signing this document that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ATTACHMENT A

PROPOSER'S QUALIFICATION STATEMENT*

Date of application: _____

Name of Business _____

Street Address _____ (City) _____ (Zip) _____

Mailing Address _____ (City) _____ (Zip) _____

Business Phone number _____ Cell _____ Fax Number _____

Contact Person: _____

Federal Tax ID Number _____

* * * * *

This firm is a: Corporation _____ Partnership _____ Sole Proprietorship _____

State Certified Women or Minority Owned Firm? Yes No

If Yes, Certification Number: _____

Names and address of all principals, partners, officers, etc.:

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

How long has your organization been in business as a contractor in WA? No. Years _____

Have you ever done business under another name? If yes, please provide name and explanation.

Have you ever been debarred, suspended, or disqualified from performing or submitting bids for construction work? If yes, please explain. _____

General nature of work performed by your firm. _____

Have you ever failed to complete any work awarded to you? If yes, please explain. _____

Have you ever defaulted on a contract? If yes, please explain. _____

Business License No. _____ State Registration No. _____

Type of Business License _____

** Liability & Property Damage Insurance Co.

Amt. of coverage on present policy: \$ _____

Amt. for Bodily Injury:\$ _____ Amt. for Damage:\$ _____

Policy No. _____ Expiration Date _____

Agent: _____ Phone No. _____

Address: _____

** Automobile Insurance Co.

Amt. \$ _____ Policy No. _____ Expiration Date _____

Agent: _____ Phone No. _____

Address: _____

Supplier References:

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Signed _____

Date _____

* May be subject to Public Disclosure.

** Proof of insurance as required in the Basic Agreement. Proof of insurance is required prior to the execution of a contract with the County.

Please attach a copy of: Contractor's Registration, Business License, Corporation License and State Tax Certification. Please also attach a list of the subcontractors you intend to use in the performance of the weatherization and repair work described in the RFQ.

ATTACHMENT B

OPPORTUNITY COUNCIL INSURANCE REQUIREMENTS

Insurance Requirements. Maintenance of insurance as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the Opportunity Council's recourse.

The Contractor shall obtain and maintain continuously, at its own expense, the following primary insurance appropriate to the activity, and necessary to protect the public for the term of the contract with the CEC:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subcontract activity but no less than \$1,000,000 per occurrence. Additionally, the Subcontractor is responsible for ensuring that any of its subcontractors provide adequate insurance coverage for the activities arising out of its agreement. The Commercial general liability insurance must be endorsed to include Opportunity Council as an additional insured. Claims-made Commercial General Liability insurance will not be accepted.

Professional Liability, Errors and Omissions Insurance. The Subcontractor shall maintain Professional Liability or Errors and Omissions Insurance. The Subcontractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Subcontractor and licensed staff employed or under this Subcontract including its subcontractors. The Contractor shall annually provide the Opportunity Council with proof of renewal. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the policy shall state the retroactive date. The Contractor shall maintain coverage for the duration of this Agreement and for a minimum of three years following expiration or termination of this Agreement.

Automobile Liability Insurance. In the event that performance pursuant to this Subcontract involves the use of vehicles, owned or operated by the Subcontractor or its subcontractors, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Contractor shall maintain insurance in accordance with Washington State workers' compensation insurance coverage requirements (outlined by WA State Labor and Industries) and is encouraged to notify subcontractors working on behalf of the Contractor to carry such insurance prior to performing work for the CEC. The Opportunity Council will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractors which might arise under the Washington State Industrial Insurance laws.

All insurance shall be placed with insurance carriers licensed to do business in the state of Washington and with carriers subject to approval by the Opportunity Council. Opportunity Council reserves the right to receive a certified copy of the required insurance policies and to approve all deductibles. Insurance shall not be reduced or canceled without thirty (30) days' prior written notice to Opportunity Council. The contractor is required to list the Opportunity Council as an additional insured.

Prior to the execution of any Agreement and within ten (10) days after the bid award, if any, the Contractor shall provide Opportunity Council with a certificate of insurance with the required coverage, limits and additional insured endorsement. Approval of insurance is a condition precedent to approval.

ATTACHMENT C

SCOPE OF SERVICES

Scope of Work to be Performed

Scope of Work - The proposers selected will provide weatherization and repair services for houses located throughout Whatcom County.

Services for all houses will include (but not necessarily limited to) the following:

- Attic, sidewall, duct, and underfloor insulation as required.
- Installation of new Energy Star appliances and removal and decommissioning of old appliances.
- Replacement of incandescent lighting fixtures with Energy Star fixtures.
- Shell and duct sealing as required.
- Installation of energy efficient windows and doors.
- Heating system repair or replacement as needed.
- Installation of tankless water heaters
- Installation of solar hot water heater units
- Installation of photovoltaic modules (solar panels)

In addition to the items listed, contractors will be required to arrange for specialists, such as plumbers and electricians, to perform specialty tasks. Contractors are expected to provide knob and tube inspections by licensed electricians when appropriate.

In apartments where one or more combustion appliances are present, the contractor will conduct health and safety tests upon the completion of each days work. In all projects, a CEC inspection will be conducted by a CEC QA staff member before a job is accepted as complete and eligible for payment.

In all houses, air infiltration reduction may include the techniques of dense-packing and pressure diagnostics. In addition to shell related air-sealing, contractors will use mastic and other materials to seal supply and return ducts and boots in all units where forced air heating systems are present and air leakage reductions in the air handling system are possible. All attic cavity and floor insulation work in houses shall include the sealing of all penetrations.

Customer service is a priority of the program. Contractors are expected to maintain positive customer relationships at all times. All contractors must insure that the contractor's employees, subcontractors, and subcontractor's employees shall treat each customer with dignity and respect. Recognizing that customers may not be knowledgeable about weatherization and repair work, the contractor will be asked to insure customers are knowledgeable about the work that will be or has been done to their home. Contractors will educate customers in how the proper use and care of the products and materials installed can help them save energy and money, the ways in which customers can maintain and extend the life of any installed products, and educate customers in the use and care of any customer adjustable products.

Contractors may be responsible for furnace safety inspections and servicing or for major repairs.

Work Requirements - Except in instances where State or local codes take precedence, all weatherization work is governed under the Weatherization Specifications, effective October 1;

2006, and the Mobile Home Weatherization Specifications, dated April 1994; issued by the State of Washington's Department of Community, Trade and Economic Development. Copies of all specifications are available at <http://cted.wa.gov/site/513/default.aspx> . An excellent overview of core competencies expected of the successful responders can be found at <http://www.waptac.org/si.asp?id=1259> .

All work (labor and materials) shall be warranted for a period of one (1) year. Contractors shall also provide customers with any manufacturer's warranties for all contractor installed products.

Contractors shall maintain Material Safety Data Sheets (MSDS) for all products used in the performance of the work in their office(s) and on all job sites. A copy of all the MSDS forms shall be provided to the County in the form of a notebook or booklet at the time a contract is awarded. Contractors shall update their MSDS books whenever the contractor adds a new product or there is a change in a current product.

To protect the health and safety of weatherization clients, their neighbors, and weatherization practitioners, Contractors shall utilize Lead Safe Weatherization on homes built prior to 1978, unless it has been determined by a certified risk assessor that there is no lead present. All staff that work on homes for the CEC must be certified in Lead Safe Weatherization (LSW). Staff new to the CEC program must be LSW certified within 6 months. Contractors need to be aware of and follow requirements of EPA and OSHA when working with homes built prior to 1978.

ATTACHMENT D

Community Energy Challenge Policies and Procedures

I. Contractor Participation in the CEC

All of the following criteria need to be met in order for a contractor to be eligible to conduct work for the CEC. The CEC intends to utilize as many contractors as necessary to ensure that quality weatherization work is completed in a timely manner.

- A. **Contractor Application Process** - Contractors interested in working with the CEC need to complete a Request For Qualification (RFQ) issued by the Opportunity Council.
- B. **Auditor Certification** - Auditors must be Building Performance Institute (BPI) certified, as well as certified for the PSE Homeprint audit in order to conduct audits for the CEC. Auditors must gain BPI and PSE Homeprint certification within 6 months of joining the program (until then all audits have to be monitored by BPI/PSE certified staff).
- C. **Davis Bacon Act (DBA) Requirements** - All contractors must follow DBA wage regulations when conducting work for the CEC. Contractors and subcontractors are required to pay DBA eligible workers the prevailing wage rate on a weekly basis and submit weekly certified payroll records to CEC staff. Contractors are also required to post the applicable DBA wage determination with the DBA poster ([WH-1321](#)) on the job site. Payroll records must be kept by the contractor or subcontractor for a period of 3 years after the completion date of the project. The CEC is responsible for ensuring compliance by its contractors and lower-tier subcontractors with DBA requirements, including reporting and recordkeeping. CEC staff may ask contractors or subcontractors for documentation that record keeping practices are consistent with DBA requirements. Violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs, and debarment from future contracts for a period up to three years.

DBA Certified Payroll Form: <http://www.dol.gov/esa/whd/forms/wh347.pdf>

Instructions: <http://www.dol.gov/esa/whd/forms/wh347instr.htm>

DBA poster: <http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf>

Prevailing Wage Rates by County in WA State

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/Printable/ByCounty/default.asp>

Frequently Asked Question:

Does the owner of a contracting or weatherization company have to be listed on the certified payroll record if they also perform the duties of a laborer or mechanic at the work site? Are owners of the business covered by the DBA?

Bona fide owners who are exempt pursuant to Department of Labor regulations, found at [29 CFR Part 541](#), (any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management) are not laborers and mechanics and are not subject to the DBA. DOE recommends that owners of a business who also perform construction work list themselves on the certified payroll and under the column for "Work Classification" insert the word "owner." Additionally, the owner of a contracting or subcontracting company, or authorized officer or employee who supervises the payment of wages must sign the Statement of Compliance for the certified payroll.

The DBA applies to laborers and mechanics employed *at the work site* (Time spent at the home office, picking up supplies, traveling to the work site, etc., are not DBA hours). Auditors, inspectors, and other personnel not performing physical or manual work at the site of the work are not covered by DBA.

Typical DBA Problems for Contractors

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Davis Bacon Resources:

Department of Labor

<http://www.dol.gov/esa/whd/recovery/>

<http://www.dol.gov/esa/whd/regs/compliance/whdfs66.pdf>

Department Of Energy FAQ

http://apps1.eere.energy.gov/weatherization/davis_bacon_faqs.cfm

D. Washington State Prevailing Wage responsibilities –

Each and every individual contractor and subcontractor on a public works project must individually file a Statement of Intent to Pay Prevailing Wages (Intent), and an Affidavit of Wages Paid (Affidavit) form for each contract to perform work. The forms are filed with L&I and, once they are approved, are submitted by the contractor or subcontractor to the agency administering the contract (the Community Energy Challenge). L&I will allow contractors to aggregate jobs for the purpose of filing the intent and affidavit (specific information will be provided regarding the total number of jobs that can be submitted for one intent/affidavit once L&I makes an official determination).

Department of Labor Prevailing Wage Intents and Affidavits (PWIA) system:

Online Version:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/GettingStarted/default.asp>

Paper Forms available at:

<http://www.lni.wa.gov/FormPub/Detail.asp?DocID=1918>

Buy American Steel Provision: This provision will apply to all work conducted on publically owned buildings.

Intents: The Intent form must be filed immediately after the contract is awarded and before work begins. The agency administering the contract (the CEC) cannot make any payments until contractors have submitted an Intent form that has been approved by the Department of Labor and Industry's Industrial Statistician.

Affidavits: The Affidavit form is not filed until after all the work is completed. The CEC cannot release final retainage until each and every contractor and subcontractor has submitted an Affidavit form that has been certified by the Industrial Statistician. Posting: Intent forms listing the labor classifications and wages used on the public works project must be posted for worker inspection at the job site for projects over \$10,000.

Sole Proprietors, Partners, and Officer/Owners: Sole owners of their own businesses who perform the actual work themselves on public works projects are not required to pay themselves the prevailing wage rates. Partners in a partnership who own at least 30 percent of a company are likewise not required to pay themselves prevailing wage rates. The President, Vice President and Treasurer of a corporation are not required to pay themselves prevailing wage, as long as each owns at least 30 percent of the corporation. These companies are not exempt from the remaining requirements of the statute. Specifically, they are still responsible for filing Intent and Affidavit forms. Any worker performing actual work on the project who owns less than 30 percent of the company is not exempt and must be paid the prevailing wage rate.*

* **New Prevailing Wage Independent Contractor Law** - A law adopted by the 2009 Washington State Legislature, effective 07/26/09, amends chapter 39.12 RCW, adding a new section establishing criteria for independent contractor determination for prevailing wage purposes. Please refer to [SSB 5904.SL](#) for details.

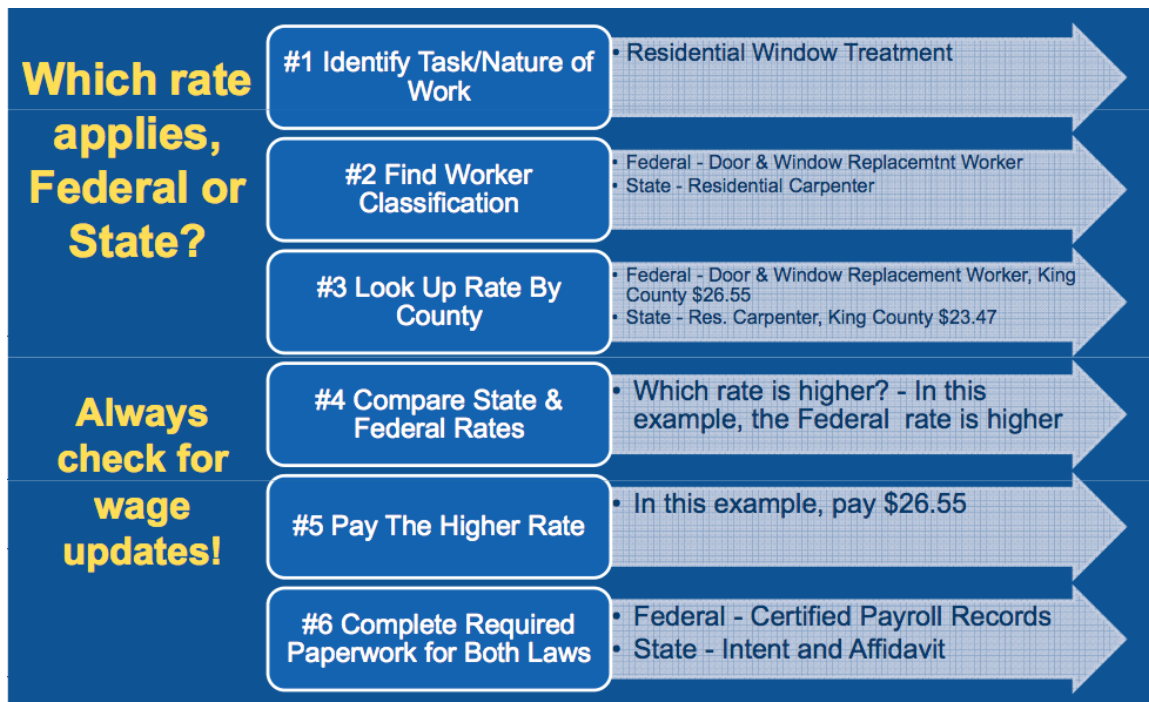
Wage Statements: Washington employment law requires that employers provide, with each employee's paycheck, an itemized statement showing time worked, rates of pay, gross wages and a list of all deductions. The employee should not have to ask for this. It must be provided with each paycheck.

Records Retention - Under the Prevailing Wage Act, the employer is required to keep certain records in addition to the pay statement. Payroll records must be kept for three years showing the name, address, Social Security number, trade or occupation, straight time rate, hourly rate of usual benefits and overtime hours worked each day and week, including agreements to work up to 10-hour days, and the actual rate of wages paid.

Eight-Hour Workday: The Legislature has established an eight-hour workday for public works projects and provided for an exception where there is a properly executed agreement between the worker and the contractor or subcontractor for a 10-hour work day. Agreements for a 10-hour day must conform to the specific conditions set forth in the applicable rule. Basically, the agreement must be voluntary, entered into individually with each worker, and signed and dated by the contractor or subcontractor and the worker prior to the performance of work under the agreement. In any event, overtime rates must be paid for all hours worked in excess of 40 hours.

List of prevailing wages for Whatcom County:
<http://www.lni.wa.gov/PrevailingWage/jwages/20092/co37.asp>

NOTE - For projects where both the state prevailing wage law and the federal Davis-Bacon and related Acts apply, contractors and subcontractors must pay the higher of the state or the federal wage rates, on a classification by classification basis. See the example below:



E. DUNS Number – Contractors must register for a DUNS number to participate in the CEC. The DUNS number is a unique nine-character number that identifies your organization. It is a tool of the federal government to track how federal money is distributed. To register for a DUNS number, visit: <http://fedgov.dnb.com/webform>

If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) [online registration](#) to receive one free of charge. The information you need to get your DUNS number is:

- Name of organization

- Organization address
- Name of the CEO/organization owner
- Legal structure of the organization (corporation, partnership, proprietorship)
- Year the organization started
- Primary type of business
- Total number of employees (full and part time)

Obtaining a DUNS number places your organization on D&B's marketing list that is sold to other companies. You can request not to be added to this list during your application.

- F. **Hiring Guidelines** - Contractors who require additional staff for CEC projects must follow specific guidelines pertaining to hiring. These guidelines include advertising the availability of positions through Whatcom WorkSource and reporting to WorkSource the results of the hiring process. WorkSource will pre-screen and refer qualified job candidates to the contractors. Contractors who need to hire subcontractors to complete specific work for CEC projects will be required to obtain written consent from CEC staff to hire subcontractors and are also required to list those jobs with WorkSource and report the results of hiring (See section II C for more information regarding subcontractors)
- G. **Quality of Work Standards** – Contractors will be expected to adhere to applicable standards of work, including weatherization specification outlined by the Department of Commerce here: <http://www.commerce.wa.gov/site/1135/default.aspx>. One-hundred percent (100%) of the CEC projects will be checked for quality assurance provided by Building Performance Center certified staff. All work that fails to meet quality standards will require remediation from the contractor. Failure to adhere to these standards may result in the removal of the contractors from the CEC program. Details pertaining to this process are outlined in section III (Program Noncompliance, Remediation, and Dispute Resolution) of this document.
- H. **Permits and Fees** - Unless otherwise provided, the contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the proper execution and completion of the work.
- I. **Hiring Considerations** – To the extent possible, contractors shall provide opportunities for employment to veterans, members of the National Guard, individuals of low-income and disadvantaged populations on CEC projects.
- J. **Soliciting** – Contractors shall not promote or sell any products or services to homeowners participating in the CEC program. If a homeowner requests additional work to be completed from a contractor, they should be directed to CEC staff for a revision of the work order. Contractors found soliciting additional work may be removed from the CEC program. Soliciting refers to contractors suggesting additional work outside of the scope of the CEC.
- K. **Warranty of Work Completed** –All work completed by contractors under the CEC program shall be covered by a one year warranty. Any work completed by a contractor that requires repair within one year of completion will be inspected by an auditor to verify cause and possible remediation. In some cases, it may be determined that remediation is required due to substandard work, at which point the contractor will be responsible for correcting the work at their own expense (see Section III. Program Noncompliance, Remediation, and Dispute Resolution). Contractors shall also provide customers with any manufacturer's warranties for all contractor installed products within one year of installation.
- L. **Notice to Proceed and Timeline** – Each job a contractor accepts will require a Notice to Proceed issued by the CEC. This document will outline an estimated timeline for project completion, as well as the specific measures to be installed for that job. The timeline will be created based on input from the homeowner and contractor. Contractors will be required to complete jobs within that timeline, unless specific written permission is granted to the contractor from CEC staff. All requests for job extensions must be received by CEC staff in writing. The contractor may face penalties in the case of jobs exceeding the established timeline (see section III. Program Noncompliance, Remediation, and Dispute Resolution).
- M. **Certifications and Requirements** – To protect the health and safety of weatherization clients, their neighbors, and weatherization practitioners, Contractors shall utilize Lead Safe Work (LSW) Practices on homes built prior to 1978, unless it has been determined by a certified risk assessor that there is no lead present. All staff that work on homes for the CEC must be certified in DOE LSW Practices. Staff new to the program must be LSW certified within 6 months. In addition, contractors must follow EPA Renovation, Repair, and Painting guidelines and OSHA guidelines.
- N. **Combustion Safety Test** – All contractors must demonstrate proficiency in performing a combustion safety test. Building Performance Center staff will verify proficiency. Contractors will also be required to submit combustion test documentation (pre and post project completion).

- O. **Material Safety Data Sheets (MSDS)** - Contractors shall maintain Material Safety Data Sheets (MSDS) for all products used in the performance of the work in their office(s) and on all job sites. A copy of all the MSDS forms shall be provided to the CEC in the form of a notebook or booklet at the time a contract is awarded. In addition, contractors shall update their MSDS books whenever the contractor adds a new product or there is a change in a current product.
- P. **Registered Trade Ally with Cascade Natural Gas** – Contractors must become a registered trade ally with CNG in order to participate in the CEC. Information about eligibility and an application can be found here: http://www.cngc.com/conservation/conservation_trade_allies_prospectiveTA.asp. Among other requirements, contractors must include Conservation Service Groups (CSG) and Cascade Natural Gas as an additional insured.

II. Distribution of Work to Participating Contractors

Jobs will be distributed as equally as possible to contractors based on the overall cost of the job as laid out in the work order. Once an audit has been completed and cost estimates have been finalized, a work order will be created outlining the specific measures and materials needed in order to complete the job. Contractors will receive a Notice To Proceed, which will authorize the work to begin. Pricing for the job will be based on a flat fee schedule (a 15% margin will be factored into the estimated cost of the job to cover unexpected work not outlined in the Work Order).

Note: Auditors are encouraged not to provide cost estimates for retrofit work if it is determined that a house needs repair work beyond the scope of the CEC -- i.e. in houses where a significant amount of non-energy efficient repair work needs to occur (in excess of \$2,000, such as severe rot, large scale electrical problems, roof replacement, etc.) in order for the retrofit work to be successful.

Award of work is subject to successfully maintaining positive customer relations and timely completion of work as specified. Contractors not meeting performance goals will not be assigned additional projects.

- A. **Acceptance of Work** – Once a contractor receives official notice from CEC staff through a Work Order/Notice to Proceed that a job is available, they have a maximum of five working days to turn the job down. If CEC staff do not receive notification from a contractor declining the job after five days have passed, then the contractor assumes responsibility for the job. (Note that contractors also have the option to request a change in the timeline for the project during the five day time period)
- B. **Change Orders** – If a contractor has accepted a job and determines that a change order needs to be made, the contractor must contact CEC staff on the first day that work is scheduled to begin and submit a change order for that particular job. CEC staff will then review the change request and determine if it is allowable. It is the responsibility of the contractor to review the work order and ensure that it is appropriate on the first day of the job. Change orders will not be accepted after the first day of work on a job has passed. All costs associated with additional work not outlined in a work order will be the responsibility of the contractor.
- C. **Subcontracting** – Contractors shall not subcontract work or services without the prior written consent from CEC staff. Contractors seeking to hire a subcontractor must submit a written request to CEC staff. The contractor shall be responsible for all acts and omissions of its subcontractors. At the CEC's request, the contractor will provide copies of all documents pertaining to subcontracts (including fiscal, scope of work, etc.). Subcontractors must adhere to all requirements outlined in this document, including completing a program application, adhering to DBA and prevailing wage requirements, etc. Contractors are encouraged to contact CEC staff regarding subcontracting sooner rather than later to ensure timely processing of subcontracting requests.

III. Program Noncompliance, Remediation, and Dispute Resolution

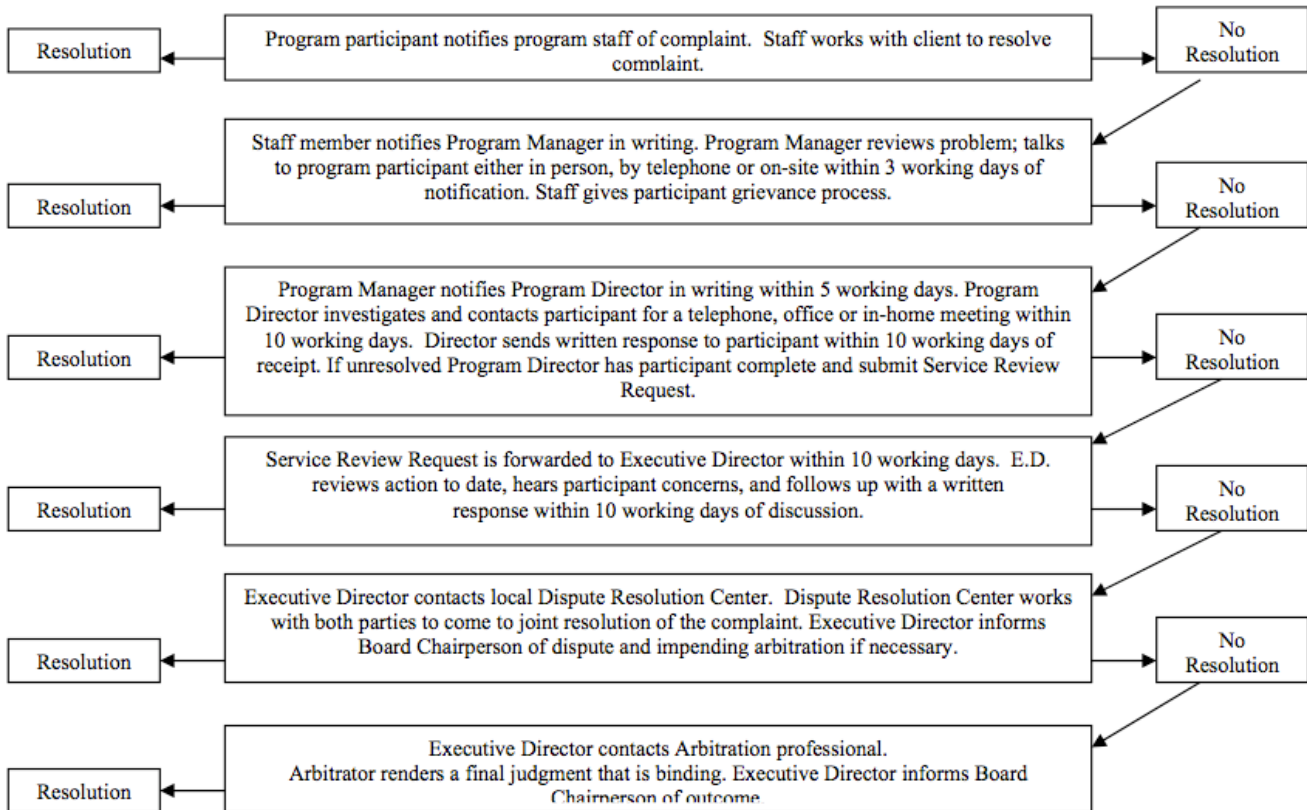
- A. **Failure to Meet Job Timeline** - If the contractor fails to complete the work outlined in the work order by the specified time, and has made no attempt to contact the CEC regarding an extension, then he/she may be removed from the program and receive no compensation for work completed.
- B. **Remediation** - All remediation resulting from work not passing quality inspection must occur within ten (10) working days from the date of the inspection. The work shall be re-inspected and if deficiencies still exist, an additional \$100.00 fee, to be deducted from the Subcontractor's compensation for each additional inspection, shall be charged and the Subcontractor shall have to complete the deficiencies within five (5) days of

notification. Contractors who do not meet these requirements may be removed from the program at CEC staff discretion.

- C. **Suspension** – Contractors or subcontractors that do not follow CEC program policies and procedures may be suspended from the program. The length of the suspension is dependant upon the severity of the problem(s), and is decided by the CEC Manager.
- D. **Removal** – Gross negligence of CEC policies and procedures may lead to contractor or subcontractor removal from the CEC program. Decisions on CEC program removal will be determined by the CEC manager.
- E. **Re-admittance** – Contractors or subcontractors who are removed from the CEC program may reapply twelve months after the removal date.
- F. **Dispute Resolution Process** – see flow chart below:

**Opportunity Council
Dispute Resolution Flow Chart**

Date to Participant: _____



IV. Payment

- A. **Payment** - The CEC program will coordinate payments after the contractor has submitted complete documentation as required and the job has completed the quality assurance inspection. To the extent possible, payment for work authorized by the CEC will be made within thirty (30) days of the official job completion date. Payment will be made according to the contract and work order established at the beginning of the job. Additional costs due to delays in the work, additional inspections, or other approved costs will be factored into the amount of payment. Payments are anticipated to come from three sources: 1)Utility Rebates, 2) CEC incentives, and 3)Lending institution or homeowner.
- B. **Nonpayment** - The CEC program reserves the right to withhold payment for services required to be performed under contract until work passes quality assurance inspection and all required reports and/or other documents have been received.

V. Contractor Support

- A. **Equipment Library** – Contractors participating in the CEC will be able to utilize equipment through the program -- blower door units and infrared cameras are available to contractors for limited use (note – the CEC program has not yet decided whether it will lease or loan the equipment to contractors). Contractors must reserve the equipment through contacting CEC staff. Contractors that fail to return the equipment within that time period will be considered in noncompliance with the CEC program. Contractors are responsible for the damage, loss, or theft of the equipment while it is in their possession, and may be required to cover the cost of repair or replacement.
- B. **Training Availability** – Opportunity Council’s Building Performance Center will offer classes throughout the year pertaining to weatherization work. These will be offered, for a fee, to contractors and their staff. Training will also be provided to contractors pertaining to job posting guidelines, Davis Bacon requirements and other program related items. In addition to class time, the Building Performance Center will provide On the Job (OTB) training to contractors on an as needed basis.
- C. **Contractor Feedback** – The CEC intends to respond to feedback from contractors in order to ensure that quality work is being accomplished as efficiently as possible at a reasonable cost to customers, as well as to ensure that contractors are able to generate enough income to make participating in the program worthwhile. To this end, we intend to maintain a clear line communication by providing and receiving regular feedback after each job is completed.
- D. **Availability of interns** – There is a potential for contractors to utilize free interns through WorkSource.
- E. **Paid trainees** –WorkSource may be able to provide paid trainees to contractors dependant upon specific guidelines, including job placement at the end of the training.
- F. **Paid training for staff** – WorkSource may be able to provide training to workers if the contractor provided some match for it (50% for example).

VI. Overview of Workflow

