

MULTNOMAH COUNTY OREGON
REQUEST FOR PROPOSALS

RFP No: 4000000546

**RFP Title: MULTIFAMILY DWELLING WEATHERIZATION
MEASURES ON A REQUIREMENTS BASIS**

Issue Date: August 17, 2012

**Proposals Due: September 17, 2012
Not Later Than 4:00 PM
LATE PROPOSALS SHALL NOT BE
CONSIDERED**

Refer Questions to:

Nancy R. Walters
Phone: 503 988-5111 Ext 28763
Email: nancy.r.walters@multco.us

Submit Proposals to:

Multnomah County Purchasing
501 SE Hawthorne Blvd, Suite 400
Portland, OR 97214

Pre-Proposal Conference: There will be a pre-proposal conference for this Solicitation on Wednesday, September 5, 2012, 2:30 P.M. at 421 SW Oak Street, Portland, Oregon 97204, in the 1st floor Oak Conference Room. Attendance is: Optional

This RFP is issued under the provisions of the Oregon Revised Statutes Chapter 279A, 279B, and Multnomah County PCRB public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE
SOLICITATION.**

Electronic copies of this RFP and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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PART 1 – PROCEDURAL INFORMATION

1.0 RFP ORGANIZATION

This RFP is organized into five parts:

Part 1, Procedural Information: Provides an overview of the procurement process and conditions.

Part 2, Service Description, Funding, and Contracting Information: Provides a general description of the services to be performed, delineates responsibilities, defines deliverables (as applicable), funding and contracting terms.

Part 3, Proposal Questions and Evaluation Criteria: Describes questions to be answered and how proposals will be evaluated by the County.

Part 4, Proposal Submission Instructions: Describes the required format, instructions for submitting proposals, and minimum requirements.

Part 5, Attachments and Electronic References: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

Activity	Section	Scheduled Date/Time
Date Issued	Cover page	August 17, 2012
Optional Pre-proposal conference	1.2	September 5, 2012, 2:30 PM – See Cover Page
Questions or protests of specifications due to Purchasing in writing	1.3.1	September 7, 2012
Purchasing response to written questions	1.3.1	September 12, 2012
Proposal submittal deadline	Cover page	September 17, 2012
Proposal evaluation period		Week of October 1, 2012
Provider selection		October 12, 2012
Contract start date		December 1, 2012

Multnomah County reserves the right to deviate from this schedule.

1.2 PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held as directed on the cover page. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers. Attendance at the pre-proposal conference is strongly recommended.

1.3 PROTESTS AND ADDENDA

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFP must submit specific questions in writing to the County Procurement Analyst listed on the cover page of this RFP. Any Proposer protesting any provision in this RFP must submit protest(s) in writing to the County's assigned Procurement Analyst listed on the cover page of this RFP.

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the Notice of Open Solicitation from Purchasing, registered on the Purchasing website for this solicitation, or who signed-in at the pre-proposal conference (if held). Available addenda may also be

downloaded from the Purchasing website www.multcopurch.org. All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. Purchasing shall issue all Addenda not less than five (5) calendar days prior to the proposal deadline.

1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

1. All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 P.M. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.
Address protests to:

PROTEST OF AWARD OR DISQUALIFICATION TO RFP No. **4000000546**

ATTN: Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd Suite 400
Portland OR 97214

2. Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the scoring by evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

1.3.3 Issuance of Addenda

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or to those Proposers determined to be in the Competitive Range, if applicable, in order to communicate new program requirements, adjust existing evaluation factors and make arrangements or provide other information as determined necessary by the County.

1.4 REALISTIC PROPOSALS

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increase obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

1.5 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

1.6 REJECTION OF PROPOSALS

Multnomah County reserves the right to reject any or all responses to this Request for Proposal if deemed in the best interest of the County.

Multnomah County reserves the right to:

1. Award a contract in part;
2. Reject any and all proposals in whole or in part; and
3. Waive technical defects, irregularities and omissions if, in its judgment, the best interests of the County will be served.

1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request for Proposal shall be the responsibility of the Proposer.

1.8 CONFIDENTIALITY

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505). ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL", the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence, and upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

1.9 REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by Multnomah County.

1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of Multnomah County Purchasing and the Public Affairs Office.

1.11 CANCELLATION

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

1.12 DISPUTES

In case of any doubt or differences of opinions regarding the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of Multnomah County shall be final and binding upon all parties. In the event of a conflict between the two, the Sample Work Order and the Price Sheet, the Sample Work Order will rule.

1.13 COLLUSION

A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

1.14 LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

1.15 SUSTAINABLE PURCHASING

On July 1, 2010, Multnomah County began executing a new Sustainable Purchasing Policy, which was amended on February 7, 2011 to include Social Equity, and Employee Healthcare and Other Benefits. This new policy demonstrates support for sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with Proposers who demonstrate a commitment to these values. It is expected that the successful Proposer will incorporate sustainable practices into daily business operations and will continue to do so while meeting the requirements of the contract resulting from this procurement.

The County recognizes that Proposers can take multiple paths in responding to Proposer Questions and Evaluation Criteria addressing sustainability, ranging from simple to complex, to help support these goals. See Section 3.2.3. The list below is meant to guide Proposers as they describe their sustainable practices within their RFP responses:

1. Comprehensive energy conservation measures;
2. Renewable energy use;
3. Water conservation measures;
4. Toxics reduction;
5. Waste management and reduction plans;
6. Alternative fuels and transportation plans;
7. Sustainable purchasing;
8. Supplier diversity;
9. Fair trade and labor policies;
10. Community engagement and support for underserved populations;
11. Equal employment opportunities; and/or,
12. Employee health insurance, vacation and sick leave.

1.16 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this RFP are subject to the County's Equal Employment Opportunity (EEO) requirements, as outlined in PCRB 60-0040 and the sample Multnomah County contract attached to this RFP. Contractors must be certified before a contract is executed.

1.17 INVOICES

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

1. Contractor's name and address and a phone number for questions about the invoice;
2. Contractor's invoice number;
3. Invoice date;
4. Multnomah County contract number; and,
5. Any additional information required in Exhibit 1 of the finalized contract.

1.18 PAYMENT

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearing House or by credit card via ePayables.

County shall pay the invoice within thirty calendar days, from the completed and passed project inspection, unless otherwise provided in Exhibit 1 of the finalized contract.

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

Multnomah County Department of County Human Services (DCHS), Community Services Division, Energy Program, seeks to increase the energy efficiency of low-income client homes. To achieve this goal, DCHS is establishing a ranked list of contractors qualified to perform weatherization measures in the multifamily housing program, for eligible low-income families throughout Multnomah County. Multifamily projects are defined as those three (3) stories and less; with no single building having over twenty-five units, and with individual heating systems. Federal, state, and local dollars fund this work. It is estimated that up to \$2,000,000 of work orders to contractors may be issued annually. This estimate is offered solely for information purposes and is not a guarantee of requirements. Prospective Proposers are invited to submit a proposal to perform work as described in this solicitation on a requirements basis with Multnomah County.

To meet the needs of this program, Multnomah County has elected to seek responses using the Request for Proposals (RFP) process in accordance with Public Contract Review Board policies and procedures. Selection and ranking of vendors will be based on the scores derived from information provided by Proposers: (1) the sample work order; and (2) responses to written evaluation questions. The formal selection process is administered by Multnomah County Central Purchasing Division.

2.1 INTRODUCTION AND PROGRAM HISTORY

The Community Service Division of Multnomah County's Department of County Human Services (DCHS) has been delivering weatherization services for over 20 years. The mission of DCHS is to enhance the quality of life for individuals and families. Our vision is safe, healthy, caring and diverse communities where hope, independence, learning and opportunity prevail for all.

The mission of the low-income multifamily weatherization program is to increase the livability of homes through specified installation methods adopted by Multnomah County. It is an integral part of our mission to reduce the client's energy burden, provide safe and affordable housing in the community, and strengthen community support systems for vulnerable populations.

Weatherization services are provided to approximately 650 low-income households per year. This is done through service to both single and multifamily homes. Funding sources for the programs come from a combination of Portland General Electric (PGE), Pacific Power, NW Natural Gas, State Home Oil and Weatherization Rebates, City, Federal and County funds.

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

2.2.1 Expectations

It is the expectation of Multnomah County and the weatherization program that:

- All residents receiving weatherization services will be treated with dignity and respect; and
- The multifamily weatherization program serves to meet our stated goals of reducing household energy burden, provide safe and affordable housing in the community, and strengthening community support systems for vulnerable populations.

2.2.2 Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio (SIR)

All weatherization projects issued by Multnomah County are subject to rules and agreements between Multnomah County and the State of Oregon, as outlined in a Master Grant Agreement (MGA). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (SIR) requirements. Multnomah County must follow these policies and procedures when determining which project to go forward with, and which weatherization measures may be completed within each project.

Multnomah County will provide a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit will be used along with utility usage, cost information, and funding availability to determine the measures that may be selected for this potential project. Using the process described within this agreement, the highest ranked and available contractor will be selected for the project. At this time, "actual" cost information will be used from the contractor price sheets to identify actual costs. If the costs identified from this individual contractor make the proposed measures too expensive to be cost effective, the next appropriate contractor in line will be awarded the project. The same process will be used until a contractor can be selected that will meet the acceptable limits. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.

Prices should be less than, or equal to the maximum price identified as an allowable for the unique line items as shown in the Sample Work Order.

2.2.3 Work Assignments and Pre-Job Energy Audit

Actual work, if any, will be awarded as follows:

1. The County will provide for an audit of prospective projects and prepare a pre-job energy audit, specifying the unique combination of required weatherization work required;
2. A pre-job energy audit will be completed prior to assigning any work orders. The information collected from the audit will be used along with household utility usage, and cost information to determine the cost-effective measures that may be selected for this potential project;
3. The County will develop work orders based on energy audits, and reserves the right to determine the number of items to be included in any individual work order;
4. Assuming that a contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the highest ranked contractor subject to the work cap, bonding limitation and acceptance of the work;
5. If the costs identified from an individual contractor make the proposed measures too expensive to be cost effective, the next highest ranked contractor in line will be selected for the project. The same work order selection standards will be applied to each subsequent contractor;
6. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines. See Section 2.2.2;
7. Individual project work orders will be assigned to the available contractor who is ranked highest based on the scores they earned in the RFP process; subject to the process described in this section, the work cap, acceptance of the work, and bonding limitations applicable to each contractor. See Section 2.2.4;
8. Only those contractors who have submitted prices on all items in a specific work order will be considered for award of that work order;
9. Multiple contractors may be selected to perform work on a project when deemed cost effective by County. See Section 3.0.1 Instructions for Completing the MF Sample Work Order Spreadsheet, and see Section 3.0.2 Evaluation Process for Written Response. In the event that a work order requires measures that are not included in existing price sheets, or requires measures that vary from standard pricing specifications, County may, at County's sole discretion, request project specific pricing from all eligible contractors. Such action will not result in the recalculation of the proposer rankings;
10. Contractors will be required to submit bonding, insurance, licensing, and certification information for each project assigned, before the work order can be accepted; and
11. Contractors may receive work orders that do not require specialized certifications. On work orders where governmental agencies require specialized certification, licensing, and/or completion of approved/required training prior to performance of unique work activities, such as Pressure Balancing, the contractor will only be assigned these unique work activities if all governmental requirements are met and maintained as current by the contractor. Contractors are required to provide documentation attesting to their currency and certification level prior to starting County work activity.

2.2.4 Work Cap

At no time may a contractor be assigned work that is over their bond limitation amount or a \$300,000 maximum limit. The County intends to award all work subject to these limitations. As each qualified contractor is assigned work, they will be eligible for jobs up to the maximum limitations of their bond, but at no time exceeding the \$300,000 maximum limit. As the bond limit is reached, work will be assigned to the next eligible contractor, and so on, as work and contractors are available. Once a project has been invoiced, the dollar value of the invoiced work order is removed from a contractor's work cap, and the Contractor is then eligible for additional work. If an invoiced project fails two inspections, the invoiced value of the failed project will be added back into the bond. A contractor may refuse a project for any reason, in which case it will be offered to the next highest ranked contractor until the work is awarded. Refusal of four (4) projects within a 12-month period will result in a 6-month restriction.

If a single project requires bonding over the \$300,000 limit, the County, at its discretion, may issue a work order to the highest ranked, available contractor; or may conduct a separate bidding process.

2.2.5 Davis-Bacon Prevailing Wage

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 USC 276a-276a(5)) and the Contract Hours and Safety Standards Act (40 USC 327 et seq.), as well as requirements pertaining to such contracts and applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3 and 5.5, governing the payment of wages and the ratio of apprentices and trainees to journeymen. The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in the Davis-Bacon wage determination. Davis-Bacon determinations are published on the Wage Determinations On Line (WDOL) website: <http://www.wdol.gov/states.aspx>. The index applicable to this solicitation is referenced as General Decision Number OR120017 dated 08/03/2012 covering residential construction projects in Multnomah County Oregon: <http://www.wdol.gov/wdol/scafiles/davisbacon/or17.dvb>

Provided that wage rates higher than those required under such regulations are imposed by State or local law (none as of this RFP publication date), nothing hereunder is intended to relieve the Contractor of its obligations, if any, to require payment of the higher rates. No project award shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

2.2.6 Davis-Bacon Prevailing Wage Reporting Requirements

All contractors will be required to provide certified payrolls for every multifamily project under this RFP. The first payroll will be due to Multnomah County in the third week of a project, covering the first two weeks. The second certified payroll is due after one month of job start, covering the second two-week period. Certified payrolls will then be required on a monthly basis after that, covering 30-day periods. If Multnomah County determines that further evidence is required to show Davis-Bacon wages are being paid, they may elect to interview workers on the job site, while the project is in progress.

2.3 TARGET POPULATION SERVED

The target population to be served by this RFP is qualified, low income individuals and family households, living in multifamily residential buildings.

2.4 GEOGRAPHIC BORDERS / LIMITATIONS & SERVICE AREAS

Work may be assigned to awarded vendor(s) anywhere within the geographic borders of Multnomah County.

2.5 FUNDING

Funding of the work described in this RFP is not guaranteed. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be assigned and the contract will permit the County to add or remove work as necessary depending on availability of funding.

2.6 MATCH REQUIREMENTS

There are no match requirements in this RFP.

2.7 SCOPE OF SERVICES

The items purchased by the County shall conform to the specifications attached hereto (Attachments F and G) as a part of the Request for Proposals.

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent items will be considered provided that such items are identified as to manufacturers' name, trade name, make, model, and catalog number. Submit a substitution request form for requested substitutions. (Attachment E)

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc... for which there is a UL testing procedure, shall also include the UL listing, if any. Any other certification such as Factory Mutual, etc., shall be noted in the solicitation by the Proposer.

2.7.1 Hazardous Materials

All materials that include solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437-155-020 with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s), and the appropriate precautions. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

The awarded contractors shall provide Material Safety Data Sheets (MSDS) for each covered product delivered under this contract. The MSDS(s) must all be received before the invoice will be paid.

2.7.2 Lead Safe Practices

Multnomah County has the expectation that all weatherization work performed in pre-1978 housing be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the United States Department of Energy. See Oregon Weatherization State Plan 2012-13 for U.S. DOE, Appendix D – Health & Safety Plan, sub-section VII, Lead-Based Paint <page 79>, and , page 87 for containment information.

http://cms.oregon.gov/ohcs/CRD/SOS/docs/USDOE_OREGON_State_Plan_2012-2013_Final.pdf

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the currently issued (at the time of a work order assignment to a contractor) DOE Oregon State Plan. See Attachment G.

All contractors, and their personnel who will be working on County contracted job sites are required to satisfactorily complete Lead Safe Practices training from a State approved trainer, and receive certification prior to doing any weatherization related work orders in complexes or homes built before 1978. For awarded Proposers, proof of certification must be submitted to the County prior to contract execution. No work orders will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a contractor fails to comply within the allocated time, no new work orders shall be issued until the standards are met.

Information regarding Certification may be obtained from the Oregon Remodelers Association:
www.oregonremodelers.org

2.7.3 OSHA Safety Requirements

All work identified in this RFP requires the following OSHA certifications by contractors, their employees, and any / all subcontractors or their employees who are onsite:

- Weatherization Crew Leaders - responsible for leading major Weatherization work at the job site must acquire the 30-Hour OSHA Certification as defined by OSHA, and identified in state regulations / requirements. Weatherization Crew Leaders are not required to complete the 10-Hour OSHA class.
- Single Crew Leaders – must acquire the 10-Hour OSHA Certification as defined by OSHA, and identified in state regulations / requirements; and
- Contracted or subcontracted employees - working on the job site must acquire the 10-Hour OSHA Certification, and identified in state regulations / requirements.

Certification may be completed through OSHA on-line training, or by other accredited training centers.

In some Weatherization environments, a single Crew Leader for each contractor may not be sufficient in all cases. See OSHA, and state regulations / requirements.

During the life cycle of resulting contracts, if OSHA certifications, and / or if state regulations / requirements are amended that relate to jobs identified in this RFP, all contractors are to meet the new requirements.

All Contractors and their personnel, working on job sites and conducting services identified in this RFP, must meet the above requirements. Contractors must provide proof of certification to the County prior to contract execution. See the following web sites for additional information:

Web sites for OSHA training and information
www.osha.gov/
and

Oregon Energy Coordinators Association (OECA):
<http://www.warmandsafenow.com>

2.7.4 Public Work Projects

When / if a contractor becomes disqualified* (see * reference to Section 2.7.4.1 below) / debarred** (see ** reference to Section 2.7.4.2 below) from performing public work projects the contractor is required to:

- Immediately stop all associated County work activity; and
- Notify the County Weatherization unit of disqualification / debarment, where the receipt of the notification from the contractor is received by the County Weatherization unit within one (1) business day.

The US General Services Administration identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor's license status, such as Active, or Suspended.

2.7.4.1 Oregon Construction Contractors Board (CCB) Licensing / Endorsements / Disqualification*

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the Oregon Construction Contractors Board (CCB). This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active." Other status levels are: expired, suspended, not active/cross referenced, inactive sabbatical, voluntary terminated, revoked. When a status becomes other than "Active" where that status is not a voluntary action by the contractor, the contractor will lose the ability to be awarded future work orders under this RFP for:

- The 1st offense during the length of the executed contract 30 days;
- The 2nd offense during the length of the executed contract 6 months; and / or through the
- The 3rd offense during the length of the executed contract life of any resulting contract

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and /or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement.

See: <http://www.oregon.gov/CCB/board.shtml>

2.7.4.2 Excluded Parties List System (EPLS) – Debarment**

Multnomah County will incorporate the standards held by the US General Services Administration regarding contractor debarment. When a contractor becomes "Debarred" the contractor will lose the ability to be awarded future work orders under this RFP through out the life of the procurement and resulting contract.

EPLS is an electronic, web based system that identifies those parties excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits. The EPLS keeps the user community aware of administrative and statutory exclusions across the entire government, suspected terrorists, and individuals barred from entering the United States. Users are able to search, view, and download both current and archived exclusions.

Cause

Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

Treatment

Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the acquiring agency's head or a designee determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

See: <http://www.gsa.gov/portal/content/101991>; and
<https://www.epls.gov/eplsearch.do>

2.7.5 Required Contractor Workshop Training

All awarded contractors are required to attend and complete a vendor workshop training prior to being eligible to receive any County issued work order(s). This workshop will cover the following:

- County Weatherization Program Overview;
- Staff Contacts and Roles;
- Work Order Process and Change Orders;
- Inspections and Project Expectations; and
- Billing, Invoices and Payments.

All successful contractors are required to have at least one (1) currently employed person on their staff that has attended and completed this workshop. Additionally, this training workshop is also recommended for those who handle work flow, invoices, payments, crew leaders and supervisors. Contractors will attend at their own cost. Contractors are required to notify the Community Services Division, Energy Office within thirty (30) calendar days when / if they no longer have employed within their company a person that has completed the vendor workshop training. Additional information regarding the workshop will be emailed to all contractors upon contract award.

2.7.6 Specifications – Site Built Housing and Mobile Home Specifications 2011 (Site Built)

All work shall be completed in compliance with, Site Built Housing and Mobile Home Specifications for the State of Oregon Weatherization Assistance Program 2011, (Attachment F) which is available electronically on the County procurement web site – <http://www.multcopurch.org>. It is the contractor's responsibility to ensure that all their current work products and operations reflect the currently issued (at the time of a work order assignment to a contractor) Site Built Housing and Mobile Home Specifications manual.

Within the short descriptions contained in this solicitation, various specification numbers are included for proposer convenience only. Contractors are responsible for delivering the work items in compliance with Attachment F in its entirety.

In the event that program standards exceed requirements under Attachment F Site Built Housing and Mobile Home Specifications for the State of Oregon Weatherization Assistance Program, the higher standard shall be used.

In the event that Site Built Housing and Mobile Home Specifications for the State of Oregon Weatherization Assistance Program shall be updated, Contractor shall be given **90** days from date of notification to comply with new standards. If Contractor fails to comply within the allocated time no new orders shall be issued until the standards are met.

Contractors must comply with all applicable provisions of Executive Order #11246 as amended by Executive Order #11375 of the President of the United States dated September 24, 1965, Title VI, of the Civil Rights Act of 1964 (43 U.S.C. 2000[d]) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans With Disabilities Act of 1990, Public Law #101-336 and all enacting regulations of the Equal Employment Opportunity Commission (EEOC) and Department of Justice.

2.7.7 Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor

warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.

County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

2.7.8 Use of Recycled Materials

Proposers shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document.

2.7.9 Detailed Pricing Specifications

This section provides detailed explanation to Proposers of what is required to provide pricing information for each item of work.

As previously stated, services provided under this contract require that all contractors pay Davis-Bacon wages. Prices for the following section (buildings 3 stories and under) must include Davis-Bacon residential wages.

NOTE: Each item below shall be priced to include materials and labor (using the designated Davis-Bacon rate) for each item unless noted. References to "Section numbers" within the below table refer to section numbering within the Site Built document (Attachment F).

Section A Weatherization Pricing Items	
Item	Description
0	Contractor will use this item when miscellaneous materials are used to complete specified work. Miscellaneous materials are to be reimbursed on a cost plus basis up to a maximum of 20 percent markup. Indicate the percentage markup you will apply in the materials box. Receipts may be requested.
1	Contractor's hourly/shop rate charged to the County for performing miscellaneous weatherization repair. Does not include materials, which are paid separately.
AIR SEALING	
2	2-part polyurethane foam system (per Lineal Foot) The installation of 2-part polyurethane foam system shall be installed only in unconditioned area. (Not visible to inspector or people occupying home. See Specifications Section 6 and Appendices C & D.) Examples: may include but not be limited to: sealing dumb-waiter, pocket doors, laundry chute, knee walls & slopes, inner connected by-passes; rim joist, above suspended ceiling, built in dresser.
3	Sheetrock (per sq ft) Install sheet rock on framed wall or overlay existing plaster or sheet rocked wall and /or ceiling. 1. Price shall include material: (either 1/4 inch or 1/2 inch sheetrock) 2. Fire taping, and one coat of mud. 3. Install per Specifications Section 6 and Appendix C.
4	Seal Chimney Chaseway (basement and attic) (per Chimney) Sealing includes, but is not limited to: 1. Seal chimney in attic, 2. Seal chimney from basement 3. Installation shall be in a professional manner. 4. Seal to specifications per Section 6 and Appendix C.
5	Seal under kitchen sink area (per Each). Insulate and install air barrier in cavity area. 1. Make substantially air-tight. (May use sheetrock or rigid board insulation) 2. Install per Specifications Section 6.
ATTIC INSULATION	
6.1	The installation of R-49 Blown-in fiberglass Less than 10,000 sq ft (per sq ft) shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):

**Section A
Weatherization Pricing Items**

Item	Description
	<ol style="list-style-type: none"> 1. Sealing all attic by-pass penetrations 2. Re-screening all existing vents with 1/8" galvanized mesh (roof, gable, soffit and eave vents) 3. Installing all required attic baffling. 4. Insulating to R-38 all attic accesses and covering with Tyvek/FSK or equivalent. 5. Installing weatherstripping & latches to provide airtight seal for any access doors.
6.2	<p>The <u>installation of R-49 Blown-in fiberglass 10,000 sq ft or more (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 6.1 above
6.3	<p>The <u>installation of R-38 Blown-in fiberglass Less than 10,000 sq ft (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 6.1 above
7	<p>The <u>installation of R-38 Blown-in fiberglass 10,000 sq ft or more (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. Sealing all attic by-pass penetrations 2. Re-screening all existing vents with 1/8" galvanized mesh (roof, gable, soffit and eave vents) 3. Installing all required attic baffling. 4. Insulating to R-38 all attic accesses and covering with Tyvek/FSK or equivalent. 5. Installing weatherstripping & latches to provide airtight seal for any access doors.
8	<p>The <u>installation of R-27 Blown-in fiberglass Less than 10,000 sq ft (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
9	<p>The <u>installation of R-27 Blown-in fiberglass 10,000 sq ft or more (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
10	<p>The <u>installation of R-19 Blown-in fiberglass Less than 10,000 sq ft (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
11	<p>The <u>installation of R-19 Blown-in fiberglass 10,000 sq ft or more (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
12.1	<p>The <u>installation of R-49 Blown-in cellulose Less than 10,000 sq ft (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
12.2	<p>The <u>installation of R-49 Blown-in cellulose 10,000 sq ft or more (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
12.3	<p>The <u>installation of R-38 Blown-in cellulose Less than 10,000 sq ft (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
13	<p>The <u>installation of R-38 Blown-in cellulose 10,000 sq ft or more (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p> <ol style="list-style-type: none"> 1. See line item details for 7 above
14	<p>The <u>installation of R-27 Blown-in cellulose Less than 10,000 sq ft (per sq ft)</u> shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F):</p>

Section A Weatherization Pricing Items	
Item	Description
	1. See line item details for 7 above
15	The installation of R-27 Blown-in cellulose 10,000 sq ft or more (per sq ft) shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F): 1. See line item details for 7 above
16	The installation of R-19 Blown-in cellulose Less than 10,000 sq ft (per sq ft) shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F): 1. See line item details for 7 above
17	The installation of R-19 Blown-in cellulose 10,000 sq ft or more (per sq ft) shall include the following items (per Specifications Sections 1 & 6 and Appendices C, D & F): 1. See line item details for 7 above
18	Intentionally Left Blank
19	Drill and fill a floored attic area OR pull up boards in an attic. LABOR ONLY Includes (per sq ft): 1. Pulling up boards in attic space or drilling the attic floor, and 2. Reinstalling boards or plugging drilled holes, except when insulation is going to be blown over the boards; If the area is used as storage then the holes must be filled with a plug. 3. Install per Specifications Section 1.
20	Insulate exhaust ducts in attic to R-11 to prevent condensation per Section 1.07. (per exhaust duct)
KNEE WALL/PONY WALL	
21	Install rim joist insulation blocks in rake areas or knee/pony walls. (per each/cavity) 1. Friction fit and seal polyisoanurate or extruded polystyrene to fit between each joist cavity. 2. Install in accordance per Specifications Sections 1 & 2 and Appendices C & D.
22	Add R-11 Unfaced fiberglass insulation in Knee wall (per sq ft) this measure shall be installed to existing knee or pony wall insulation and shall include (per Specifications Sections 1 & 2 and Appendices C & D): 1. Sealing all penetrations 2. Insulating access door to R-21, weatherstripping and installing latch and 3. Installing Tyvek/FSK or equivalent over all insulation, including access door.
23	Install R-21 Kraft or foil faced insulation to an open cavity knee or pony wall. (per sq ft) includes (per Specifications Sections 1 & 2 and Appendices C & D): 1. Sealing all penetrations before installing insulation with a vapor retarder face against the conditioned side of the wall 2. Insulating access door to R-21, weatherstripping and installing latch and 3. Installing Tyvek/FSK or equivalent air barrier over all insulation, including access door.
24	Tyvek/FSK or equivalent air barrier shall be installed against the unheated side of the wall over existing insulation. (per sq ft) 1. Install per Specifications Section 2. 2. Twine per Specifications Section 2.
25	Twine only existing insulation (per sq ft) Twine according to Specifications Section 2.
26	R-15 Blown in fiberglass in open wall cavity covered with suitable air barrier (per sq ft) Install per Specifications Sections 1 and 2.
ATTIC VENTING (per vent/each)	
27	Install a roof vent rated approximately 50 sq. In. net free area (NFA). Metal or plastic vents are acceptable if listed in Approved Products List. Installation per Specifications Section 1.
28	Install a roof vent rated approximately 92 sq. In. net free area (NFA). Metal or plastic vents are acceptable if listed in Approved Products List. Installation per Specifications Section 1.

**Section A
Weatherization Pricing Items**

Item	Description
29	Install a gable vent. Metal or plastic vents are acceptable if listed in Approved Products list. Installation per Specifications Section 1.
ATTIC ACCESS (per Access /Each)	
30	Repair and/or Replace existing flat attic access door/cover. <ol style="list-style-type: none"> 1. Insulate to R-38 and cover with Tyvek/FSK or equivalent 2. Weatherstrip, caulk, and make access substantially airtight. 3. Sheetrock or plywood shall be installed. 4. Installation per Specifications Section 1.
31	Cut and make operable new flat attic access. Access shall include: <ol style="list-style-type: none"> 1. Access shall be made substantially airtight. 2. Access shall include framing; finish lumber, latches to insure tight closure. 3. Sheetrock or plywood shall be installed. 4. Install access trim. 5. Insulate to R-38, cover with Tyvek/FSK or equivalent. 6. Weatherstrip, caulk, and make access substantially airtight. 7. Installation per Specifications Section 1.
32	Cut and make inoperable new flat attic access, All should be inspected before access is sealed. Access shall include: <ol style="list-style-type: none"> 1. Sheetrock or plywood shall be installed. 2. Install access trim. 3. R-38 insulation permanently attached and covered with Tyvek/FSK or equivalent. 4. Weatherstrip, caulk and make access substantially airtight. 5. Installation per Specifications Section 1.
33	Weatherstrip and insulate to R-38 existing flat attic access. (per access/each) <ol style="list-style-type: none"> 1. R-38 insulation and cover with Tyvek/FSK or equivalent. 2. Weatherstrip, caulk, and make access substantially airtight. 3. Install per Specifications Section 1.
34	Repair and/or Replace existing knee wall attic access door/cover. <ol style="list-style-type: none"> 1. Access shall include framing; finish lumber, latches to insure tight closure. 2. Sheetrock or plywood shall be installed. 3. Install access trim. 4. Insulate to R-21 and cover with Tyvek/FSK or equivalent. 5. Weatherstrip, caulk, and make access substantially airtight. 6. Install per Specifications Sections 1 & 2.
35	Cut and make operable new knee wall attic access. Access shall be made substantially airtight. <ol style="list-style-type: none"> 1. Access shall include framing; finish lumber, latches to insure tight closure. 2. Sheetrock or plywood shall be installed. 3. Install access trim. 4. Insulate to R-21 and cover with Tyvek/FSK or equivalent. 5. Weatherstrip, caulk, and make access substantially airtight. 6. Install per Specifications Sections 1 & 2.
36	Cut and make inoperable new knee wall attic access. All should be inspected before access is permanently sealed. Access shall include: <ol style="list-style-type: none"> 1. Sheetrock or plywood depending upon the area being accessed. 2. Install access trim. 3. Insulate to R-21 and cover with Tyvek/FSK or equivalent. 4. Weatherstrip, caulk, and make access substantially airtight. 5. Installed per Specifications Sections 1 & 2.
37	Weatherstrip and insulate existing knee wall attic access. (per access/each) <ol style="list-style-type: none"> 1. R-21 insulation and cover with Tyvek/FSK or equivalent. 2. Weatherstrip, caulk, and make access substantially airtight.

**Section A
Weatherization Pricing Items**

Item	Description
	3. Install per Specifications Sections 1 & 2.
FLOOR INSULATION	
38	<p><u>Install R-11 Unfaced Fiberglass batt to existing insulation in an under-floor area with no HVAC ducts. (per sq ft)</u> This item shall include:</p> <ol style="list-style-type: none"> 1. Add R-11 to existing insulation. 2. Install new ground cover. 3. Re-screening all foundation vents with 1/4 inch galvanized mesh (from inside the crawl space). 4. Insulate all water pipes. 5. Seal all floor penetrations. 6. Insulate the crawl space access door to the same R-value as the under-floor, cover with Tyvek/FSK or equivalent. 7. Weatherstrip, caulk, and make access substantially airtight. 8. Install per Specifications Sections 3, 4 & 6.
39	<p><u>Install R-21 Kraft or foil faced fiberglass batt insulation in an under-floor area with no HVAC ducts. Less than 10,000 sq ft (per sq ft)</u>. This measure shall include:</p> <ol style="list-style-type: none"> 1. Ground cover. 2. Re-screen all foundation vents with 1/4 inch galvanized mesh (from inside the crawl space). 3. Insulate all water pipes. 4. Seal all floor penetrations. 5. Insulate the crawl space access door to the same R-value as the under-floor, cover with Tyvek/FSK or equivalent. 6. Weatherstrip, caulk, and make access substantially airtight. 7. Install per Specifications Sections 3, 4 & 6
40	<p><u>Install R-21 Kraft or foil faced fiberglass batt insulation in an under-floor area with no HVAC ducts. 10,000 sq ft or more (per sq ft)</u>. This measure shall include:</p> <ol style="list-style-type: none"> 1. Ground cover. 2. Re-screen all foundation vents with 1/4 inch galvanized mesh (from inside the crawl space) 3. Insulate all water pipes. 4. Seal all floor penetrations. 5. Insulate the crawl space access door to the same R-value as the under-floor, cover with Tyvek/FSK or equivalent. 6. Weatherstrip, caulk, and make access substantially airtight. 7. Install per Specifications Sections 3, 4 & 6
41	<p><u>Install R-25 Kraft or foil faced fiberglass insulation in an under-floor area with no HVAC ducts. Less than 10,000 sq ft (per sq ft)</u>. This measure shall include:</p> <ol style="list-style-type: none"> 1. Ground cover. 2. Re-screen all foundation vents with 1/4 inch galvanized mesh (from inside the crawl space). 3. Insulate all water pipes. 4. Seal all floor penetrations. 5. Insulate the crawl space access door to the some R-value as the under-floor, cover with Tyvek/FSK or equivalent. 6. Weatherstrip, caulk, and make access substantially airtight. 7. Install per Specifications Sections 3, 4 & 6.
42	<p><u>Install R-25 Kraft or foil faced fiberglass insulation in an under-floor area with no HVAC ducts. 10,000 sq ft or more (per sq ft)</u>. This measure shall include:</p> <ol style="list-style-type: none"> 1. Ground cover. 2. Re-screen all foundation vents with 1/4 inch galvanized mesh (from inside the crawl space). 3. Insulate all water pipes. 4. Seal all floor penetrations. 5. Insulate the crawl space access door to the some R-value as the under-floor, cover with Tyvek/FSK or equivalent. 6. Weatherstrip, caulk, and make access substantially airtight. 7. Install per Specifications Sections 3, 4 & 6.

**Section A
Weatherization Pricing Items**

Item	Description
43	<p><u>Install R-30 Kraft or foil faced fiberglass insulation in an under-floor area with no HVAC ducts. Less than 10,000 sq ft (per sq ft).</u> This measure shall include:</p> <ol style="list-style-type: none"> 1. Ground cover. 2. Re-screen all foundation vents with 1/4 inch galvanized mesh (from inside the crawl space). 3. Insulate all water pipes. 4. Seal all floor penetrations. 5. Insulate the crawl space access door to the same R-value as the under-floor and cover with Tyvek/FSK or Equivalent. 6. Weatherstrip, caulk and make access substantially airtight. 7. Install per Specifications Sections 3, 4 & 6.
44	<p><u>Install R-30 Kraft or foil faced fiberglass insulation in an under-floor area with no HVAC ducts. 10,000 sq ft or more (per sq ft).</u> This measure shall include:</p> <ol style="list-style-type: none"> 1. Ground cover. 2. Re-screen all foundation vents with 1/4 inch galvanized mesh (from inside the crawl space). 3. Insulate all water pipes. 4. Seal all floor penetrations. 5. Insulate the crawl space access door to the same R-value as the under-floor and cover with Tyvek/FSK or Equivalent. 6. Weatherstrip, caulk and make access substantially airtight. 7. Install per Specifications Sections 3, 4 & 6.
45	<p><u>Install R-25 Fiberglass or equivalent blown in insulation</u> (per sq ft)</p> <ol style="list-style-type: none"> 1. Seal all penetrations. 2. Use Tyvek/FSK or equivalent covering, stapled and twined to floor joists. 3. Insulate to R-25 with blown in fiberglass insulation. 4. Weatherstrip, caulk, and make access substantially airtight. 5. All penetrations in air barrier shall be sealed with an approved air barrier seam tape. 6. Install per Specifications Sections 1 and 3.
46	<p><u>Install R-30 Fiberglass or equivalent blown in insulation.</u> (per sq ft)</p> <ol style="list-style-type: none"> 1. Seal all penetrations. 2. Use Tyvek/FSK or equivalent covering, stapled and twined to floor joists. 3. Insulate to R-30 with blown in fiberglass insulation. 4. Weatherstrip, caulk, and make access substantially airtight. 5. All penetrations in air barrier shall be sealed with an approved air barrier seam tape. 6. Install per Specifications Section 1 and 3.
47	<p><u>Extra fee Center String Twine floor insulation. Less than 10,000 sq ft</u> (per sq ft)</p> <ol style="list-style-type: none"> 1. Polypropylene or polyester twine shall have a breaking strength of at least 150 lbs. 2. Install per Specifications Section 3.
48	<p><u>Extra fee Center String Twine floor insulation. 10,000 sq ft or more</u> (per sq ft)</p> <ol style="list-style-type: none"> 1. Polypropylene or polyester twine shall have a breaking strength of at least 150 lbs. 2. Install per Specifications Section 3.
49	<p><u>Install only ground moisture barrier. Less than 10,000 sq ft</u> (per sq ft)</p> <ol style="list-style-type: none"> 1. Install per Specifications Section 3.
50	<p><u>Install only ground moisture barrier. 10,000 sq ft or more</u> (per sq ft)</p> <ol style="list-style-type: none"> 1. Install per Specifications Section 3.
51	<p><u>Install only water pipe insulation.</u> (per linear ft)</p> <ol style="list-style-type: none"> 1. Install per Specifications Sections 3 & 4.
52	<p><u>Twine existing floor insulation. Less than 10,000 sq ft</u> (per sq ft) Polypropylene or polyester twine shall have a breaking strength of at least 150 lbs.</p> <ol style="list-style-type: none"> 1. Install per Specifications Section 3.
53	<p><u>Twine existing floor insulation. 10,000 sq ft or more</u> (per sq ft) Polypropylene or polyester twine shall have a breaking strength of at least 150 lbs.</p>

Section A Weatherization Pricing Items	
Item	Description
	1. Install per Specification Section 3.
54	<u>Extra Fee Install floor insulation in a crawl space that contains irregular floor joist spacing.</u> (per sq ft) Install per Specifications Section 3.
55	<u>Extra Fee Install floor insulation in a crawl space area that has a clearance of 18" or less.</u> (per sq ft)
56	<u>LABOR ONLY (EXTRA FEE) Install floor insulation in a crawl space containing HVAC DUCTS</u> An additional fee when installing floor insulation items (per sq ft) per Specifications Section 3 & 5.
57	<u>Install a Flame Guard R-3035 Tyvek/FSK or equivalent covering. Less than 10,000 sq ft</u> (per sq ft) After installing basement ceiling or crawl space insulation, cover and twine per Specification Section 3.
58	<u>Install a Flame Guard R-3035 Tyvek/FSK or equivalent covering. 10,000 sq ft or more</u> (per sq ft) After installing basement ceiling or crawl space insulation, cover and twine per Specification Section 3.
59	<u>Install 16" x 8" metal foundation vent</u> in wood skirting, rim joist or metal skirting with 1/4" mesh screen Install vents per Specifications Section 3. (per vent/each)
60	<u>Install 16" x 8" foundation vent in concrete</u> with 1/4" mesh screen, pressure treated 1" x stock that is caulked and attached to the foundation. Install vents per Specifications Section 3. (per vent/each)
DUCT INSULATION & RELATED MEASURES	
61	<u>Install R- 11 Unfaced Fiberglass insulation on the entire duct system</u> (per sq ft). This item includes: <ol style="list-style-type: none"> 1. Seal all ducts located in crawl space. 2. Seal all boots and registers from inside home. 3. Insulate duct to R-11 per Specifications Section 5. * DCHS reserves the option to require IN-PROGRESS inspection to check the installation of duct sealing. * DCHS may also perform a pre- and post- Ductblaster test to ensure that duct sealing has been performed adequately.
62	<u>Install R-11 Vinyl-faced Fiberglass insulation</u> (per sq ft). This item includes: <ol style="list-style-type: none"> 1. Seal all ducts located in crawl space. 2. Seal all boots and registers from inside home. 3. Insulate duct to R-11 per Specifications Section 5. * DCHS reserves the option to require IN-PROGRESS inspection to check the installation of duct sealing. * DCHS may also perform a pre- and post- Ductblaster test to ensure that duct sealing has been performed adequately
63	<u>Install R- 19 Unfaced Fiberglass insulation on the entire CAR in attic or garage</u> (per sq ft). <ol style="list-style-type: none"> 1. Sealing ducts, all boots and registers before installing insulation. 2. Insulate duct to R-19 per Specifications Section 5. * DCHS reserves the option to require IN-PROGRESS inspection to check the installation of duct sealing. * DCHS may also perform a pre- and post- Ductblaster test to ensure that duct sealing has been performed adequately.
64	<u>Install R- 19 Vinyl Faced Fiberglass insulation on the entire CAR in attic or garage</u> (per sq ft). <ol style="list-style-type: none"> 1. Sealing ducts, all boots and registers before installing insulation. 2. Insulate duct to R-19 per Specifications Section 5. * DCHS reserves the option to require IN-PROGRESS inspection to check the installation of duct sealing. * DCHS may also perform a pre- and post- Ductblaster test to ensure that duct sealing has been performed adequately.
CLOSED CAVITY, BLOWN-IN INSULATION (Bump outs/slopes/Garages -- not flat attic)	
65	<u>Install R-13 High-density cellulose into cavities framed with 2" x 4".</u> Install per Specifications Section 2. (per sq ft)
66	<u>Install R-25 High-density cellulose into cavities framed with 2" x 6".</u> Install per Specifications Section 2. (per sq ft)

Section A Weatherization Pricing Items	
Item	Description
67	<u>Install R-30 High-density cellulose into cavities framed with 2" x 8".</u> Install per Specifications Section 2. (per sq ft)
68	<u>Install R-38 High-density cellulose into cavities framed with 2" x 10".</u> Install per Specifications Section 2. (per sq ft)
69	<u>Install R-44 High-density cellulose into cavities framed with 2" x 12".</u> Install per Specifications Section 2. (per sq ft)
70	<u>Install R-13 Blown in Fiberglass into cavities framed with 2" x 4".</u> Install per Specifications Section 2. (per sq ft)
71	<u>Install R-25 Blown in Fiberglass into cavities framed with 2" x 6".</u> Install per Specifications Section 2. (per sq ft)
72	<u>Install R-30 Blown in Fiberglass into cavities framed with 2" x 8".</u> Install per Specifications Section 2. (per sq ft)
73	<u>Install R-38 Blown in Fiberglass into cavities framed with 2" x 10".</u> Install per Specifications Section 2. (per sq ft)
74	<u>Install R-44 Blown in Fiberglass into cavities framed with 2" x 12".</u> Install per Specifications Section 2. (per sq ft)
BLOWN-IN WALL INSULATION (By Material Type)	
75	<u>Install R-13 High Density Cellulose in 2" x 4" wall cavity Less than 5,000 sq ft.</u> Blow insulation in the wall cavities per Specifications Section 2 and Appendices G, H, I & J. (per sq ft)
76	<u>Install R-13 High Density Cellulose in 2" x 4" wall cavity 5,000 sq ft or more.</u> Blow insulation in the wall cavities per Specifications Section 2 and Appendices G, H, I & J. (per sq ft)
77	<u>Install R-13 Cellulose NOT High Density in 2" x 4" wall cavity Less than 5,000 sq ft.</u> IBlow insulation in the wall cavities per Specifications Section 2 and Appendices G, H & J. (per sq ft)
78	<u>Install R-13 Cellulose NOT High Density in 2" x 4" wall cavity 5,000 sq ft or more.</u> Blow insulation in the wall cavities per Specifications Section 2 and Appendices G, H & J. (per sq ft)
79	<u>Add High Density Cellulose to Existing Wall Insulation in 2" x 4" cavity, less than 5,000 sq ft.</u> (per sq ft) Add insulation in the wall cavities where insulation (R-3 to R-6) already exists per Specifications Section 2 and Appendices G, H, I & J.
80	<u>Add High Density Cellulose to Existing Wall Insulation in 2" x 4" cavity, 5,000 sq ft or more.</u> (per sq ft) Add insulation in the wall cavities where insulation (R-3 to R-6) already exists per Specifications Section 2 and Appendices G, H, I & J.
81	<u>Install R-13 Blown in Fiberglass into 2" x 4" cavities, less than 5,000 sq ft</u> (per sq ft) Per Specifications Section 2 and Appendices G, H & J.
82	<u>Install R-13 Blown in Fiberglass into 2" x 4" cavities, 5,000 sq ft or more</u> (per sq ft) Per Specifications Section 2 and Appendices G, H & J.
83	<u>Additional price to insulate walls on third floor above grade</u> (per sq ft)
<u>LABOR ONLY</u> (do not include insulation with items 84-96)	
84	<u>Remove and replace shake siding</u> (per sq ft) Per Specifications Section 2 and Appendices G, H, I & J.
85	<u>Remove and replace wood siding</u> (per sq ft) Per Specifications Section 2 and Appendices G, H, I & J.
86	<u>Remove and replace vinyl siding</u> (per sq ft) Per Specifications Section 2 and Appendices G, H, I & J.
87	<u>Remove and replace metal/aluminum siding</u> (per sq ft)

Section A Weatherization Pricing Items	
Item	Description
	Per Specifications Section 2 and Appendices G, H, I & J.
88	<u>Remove and replace asbestos siding (per sq ft)</u> Per Specifications Section 2 and Appendices G, H, I & J.
89	<u>Remove and replace blind-nailed asbestos siding (per sq ft)</u> Per Specifications Section 2 and Appendices G, H, I & J.
90	<u>Remove and replace asphalt siding (per sq ft)</u> Per Specifications Section 2 and Appendices G, H, I & J.
91	<u>Drill & Fill (sq ft) Standard application for wood siding that can't be removed. (per sq ft)</u> Per Specifications Section 2 and Appendices G, H, I & J.
92	<u>Drill & Fill (sq ft) Includes Cedar Trim for wood siding that can't be removed. (per sq ft)</u> <ol style="list-style-type: none"> 1. Cedar or pressure treated wood to be installed covering access holes. 2. Cedar or pressure treated wood shall be 1" x 4". 3. Cedar or pressure treated wood shall be securely attached. 4. Cedar or pressure treated wood shall be level and plumb. 5. Per Specifications Section 2 and Appendices G, H, I & J.
93	<u>Drill and fill stucco siding (per sq ft)</u> Per Specifications Section 2 and Appendices G, H, I & J.
94	<u>Drill and fill interior walls (per sq ft)</u> Per Specifications Section 2 and Appendices G, H, I & K.
95	<u>Batt and cover bump out with treated plywood. (per sq ft)</u> <ol style="list-style-type: none"> 1. Seal penetrations. 2. Block open cavity with rigid board insulation. 3. Fill joist spacing with batt insulation. 4. Cover bump out with treated plywood. 5. Install per Specifications Sections 2, 3 & 6.
96	<u>Block and blow closed bump out. (per sq ft)</u> <ol style="list-style-type: none"> 1. Drill and fill bump out with high-density insulation. 2. Block open cavity with rigid board insulation. 3. Install per Specifications Sections 2, 3 & 6.
MECHANICAL – MISCELLANEOUS SERVICES (each item)	
97	<u>Install an in-line damper to an existing bath fan.</u> <ol style="list-style-type: none"> 1. The damper must be sized to match the fan's exhaust port opening. 2. Must meet all material requirements of the Uniform Mechanical Code (UMC). 3. The damper must be constructed of plastic or metal. 4. Install per Specifications Sections 1, 8 & 9.
98	<u>Vent existing bath fan</u> <ol style="list-style-type: none"> 1. Duct shall be smooth, rigid material, same diameter as fan connection and mechanically fastened. 2. Ducts shall not have traps or reversing horizontal runs. 3. Shall be equipped with an operating back draft damper. 4. It shall be substantially airtight to the outside. 5. Duct shall be insulated to R-11 with un-faced fiberglass insulation to prevent condensation in duct. 6. Install per Specifications Sections 1, 8 & 9.
99	<u>Install in-line damper to kitchen fan or range hood fan ducting system.</u> <ol style="list-style-type: none"> 1. The damper must be sized to match the fan's exhaust port opening. 2. Shall be 26 gauge galvanized sheet metal. 3. Shall meet all material requirements of the UMC. 4. Install per Specifications Sections 1, 8 & 9.
100	<u>Vent existing kitchen fan.</u> The damper must be sized to match the fan's exhaust port opening.

**Section A
Weatherization Pricing Items**

Item	Description
	<ol style="list-style-type: none"> 1. Shall be 26 gauge galvanized sheet metal. 2. Duct shall be smooth, rigid material, the same diameter as fan connection and mechanically fastened. 3. Ducts should not have traps or reversing horizontal runs. 4. Shall be equipped with an operating back draft damper. 5. It shall be substantially airtight to the outside. 6. Duct shall be insulated to R-11 with un-faced fiberglass insulation to prevent condensation in the duct. 7. Install per Specifications Sections 1, 8 & 9.
101.1	<p><u>Remove & Replace Existing Bath Fan</u> (wall or ceiling mounted with damper) With Continuous and Spot Ventilation Speed From 20-80 CFM at less than 1.0 sone. Fan Must be Energy Star and IC rated and Meet Current ASHRAE 62.2-2010 Requirements (Panasonic, Nutone or approved alternative). (Bid per One) Includes the Following:</p> <ol style="list-style-type: none"> 1. All work must be performed to meet local codes, including acquiring an electrical permit if required 2. Cutting the existing bath fan hole bigger, if needed, and other miscellaneous materials and labor needed to complete the task; 3. Fan must be vented out, duct shall be smooth, rigid material, the same diameter as fan connection and mechanically fastened; Ducts should not have traps or reversing horizontal runs; 4. Install in accordance with Specifications Sections 1.07, 8.13, 8.17-19 & 9.01-04 5. Electrical permit number (if required) and fan name and model number must be included with the invoice.
101.2	<p><u>Furnish and Install a New Ceiling Bath Fan</u> With Motion Sensor and a Damper, with Continuous and Spot Ventilation Speed From 20-80 CFM at less than 1.0 sone. Fan Must be Energy Star and IC rated and Meet Current ASHRAE 62.2-2010 Requirements (Panasonic, Nutone or approved alternative). (Bid per One) Includes the Following:</p> <ol style="list-style-type: none"> 1. All work must be performed to meet local codes and appropriate permit(s) obtained; 2. All materials and labor to install the fan; 3. Cutting a new hole, patching any overcutting and leaving surface paint ready; 4. Fishing the wire from an approved electrical source and installing a separate pole switch in the bathroom to operate the fan; 5. Fan must be vented out, duct shall be smooth, rigid material, the same diameter as fan connection and mechanically fastened; Ducts should not have traps or reversing horizontal runs; 6. Install in accordance with Specifications Sections 1.07, 8.13, 8.17-19 & 9.01-04 <p>A copy of the permit(s) must be submitted with invoice along with fan make and model number</p>
101.3	<p><u>Remove & Replace Existing Kitchen Fan</u> Fan Must be Energy Star and IC rated and Meet Current ASHRAE 62.2-2010 Requirements. (Bid per One) Includes the Following:</p> <ol style="list-style-type: none"> 1. Acquire all necessary permits and meet all electrical codes. 2. All materials and labor to install fan. 3. Patch needed and/or a finish trim plate for ceiling or wall applications and be ready to paint. 4. Fan must be vented out, duct shall be smooth, rigid material, the same diameter as fan connection and mechanically fastened; Ducts should not have traps or reversing horizontal runs; 5. Install in accordance with Specifications Sections 1.08, 8.13-14, 8.17-19, 9.01-04; 6. Electrical permit number (if required) and fan make and model number must be included with the invoice.
101.4	<p><u>Furnish and Install New Kitchen Fan</u> Fan Must be Energy Star and IC rated and Meet Current ASHRAE 62.2-2010 Requirements. (Bid per One) Includes the Following:</p> <ol style="list-style-type: none"> 1. Acquire all necessary permits and meet all electrical codes. 2. All materials and labor to install fan. 3. Cutting a new hole, fishing wire from approved electrical source, installing separate pole switch in kitchen to operate fan. 4. Patch needed and/or a finish trim plate for ceiling or wall applications and be ready to paint. 5. Fan must be vented out, duct shall be smooth, rigid material, the same diameter as fan connection and mechanically fastened; Ducts should not have traps or reversing horizontal runs 6. Install in accordance with Specifications Sections 1.08, 8.13-14, 8.17-19, 9.01-04 7. A copy of the permit(s) and fan make and model number must be included with the invoice.

Section A Weatherization Pricing Items	
Item	Description
101.5	<u>Install a Humidistat Switch with Multi-Humidity Settings. (Bid per one)</u> The switch must be installed to an existing bath fan. All work must be performed to meet local code. Electrical permit (if needed) must be included with the invoice. Specifications Section 8.
101.6	<u>Install a 24-Hour Timer Switch with two on-positions and two off-positions. (Bid per one)</u> The switch must be installed to an existing bath fan. All work must be performed to meet local code. Electrical permit (if needed) must be included with the invoice. Specifications Section 8.
102	<u>Furnish and install dryer vent</u> (may include cutting the hole in the rim joist or the wall) and the required amount of dryer ducting. (per <u>complete replacement</u>) <ol style="list-style-type: none"> 1. Cut hole 2. Maximum of 3' metal flex duct can be used to connect dryer to ducting. 3. Rigid ducting with required fittings. 4. All connections shall be mechanically fastened and sealed with metal duct tape. 5. Install dryer vent cap with back draft damper. 6. Install per Specifications Section 3.16-17.
103.1	<u>Furnish and install Fresh Air 80's (per each item)</u> Install according to manufacturer's specifications and in accordance per Specifications Section 8.
103.2	<u>Under cut door (Bid per door)</u> In accordance with Specification Section 8.
DOORS (per each door)	
104	<u>Install door Weatherstrip kit.</u> Including: <ol style="list-style-type: none"> 1. Removing any existing weatherstripping, 2. Adjusting striker plate and or hinges, and 3. Installing the new weatherstripping kit, screws, and caulking as needed to provide a positive seal. 4. Install per Specifications Sections 6 & 7.
105	<u>Furnish and install a new threshold and door shoe.</u> Install per Specifications Sections 6 & 7.
106	<u>Furnish and install a new retractable door sweep.</u> Install per Specifications Sections 6 & 7.
107	<u>Furnish and install a new standard door sweep.</u> Install per Specifications Sections 6 & 7.
108	<u>Remove and Replace Lock Set – Keyed-Alike</u> Install per Specifications Section 6. *If replacing both the lockset and dead bolt, they shall be keyed alike.
109	<u>Remove and Replace Deadbolt – Keyed-Alike</u> <ol style="list-style-type: none"> 1. Single cylinder deadbolts only 2. Install per Specifications Section 6. *If replacing both the lockset and dead bolt, they shall be keyed-alike.
110	<u>Furnish and install solid core door blank (per complete door unit up to 36" X 80")</u> <ol style="list-style-type: none"> 1. Include outside and inside trim, threshold and the required priming or sealing. 2. Door shall include a new entrance lock set and dead bolt (keyed-alike). 3. Weatherstrip per Specification Sections 6 & 7. 4. Door shall be installed per Specifications Section 7. 5. Remove and dispose of existing door and resulting debris.
111	<u>Furnish and install R-7 metal pre-hung door (per complete door unit up to 36" X 80")</u> Include outside and inside trim, threshold and the required priming or sealing. Weather-stripping per Specification Sections 6 & 7. Door shall include a new entrance lock set and dead bolt (keyed-alike). Install per Specifications Section 7. Remove and dispose of existing door and resulting debris.

Section A Weatherization Pricing Items	
Item	Description
112	<u>Furnish and install a wood, solid core pre-hung door (per complete door unit, up to 36"X 80")</u> 1. Include outside and inside trim, threshold and the required priming or sealing. 2. Weatherstrip per Specification Sections 6 & 7 . 3. Door shall include a new entrance lock set and dead bolt (keyed-alike). 4. Install per Specifications Section 7 . 5. Remove and dispose of existing door and resulting debris.
WATER HEATER INSULATION (per Each)	
113	<u>Insulate electric water heater to an R-11 or greater</u> Per Specifications Section 11 .
114	<u>Insulate gas water heater to an R-11 or greater</u> Per Specifications Section 11 .
WINDOWS	
115	<u>Install a vinyl replacement window that has an U-Value of .30 or less. Less than 9 sq ft (per sq ft)</u> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Removal and disposal of the existing window. 3. The window shall be installed to current code. 4. Install per Specifications Section 7 .
116	<u>Install a vinyl replacement window that has an U-Value of .30 or less. 9 sq ft to 30 sq ft (per sq ft)</u> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Removal and disposal of the existing window. 3. The window shall be installed to current code. 4. Install per Specifications Section 7 .
117	<u>Install a Vinyl replacement window that has an U-Value of .30 or less. Larger than 30 sq ft (per sq ft)</u> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Removal and disposal of the existing window. 3. The window shall be installed to current code. 4. Install per Specifications Section 7 .
118-120	Intentionally Left Blank
121	<u>Add Obscure Glass to a replacement window</u> Install per Specifications Section 7. (per sq ft)
122	<u>Add Safety glass to a replacement window that is being installed</u> Install per Specifications Section 7. (per sq ft)
123	<u>Install 72" x 80" Vinyl Patio Door Replacement U-Value of .30 or less < 10 (per Each)</u> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Remove and dispose of the existing patio door. 3. The patio door shall be installed to current code. 4. Install per Specifications Section 7 .
124	<u>Install 72" x 80" Vinyl Patio Door Replacement U-Value of .30 or less 10 or more (per Each)</u> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Remove and dispose of the existing patio door. 3. The patio door shall be installed to current code. 4. Install per Specifications Section 7 .
125	<u>Install 60" x 80" Vinyl Patio Door Replacement U-Value of .30 or less < 10 (per Each)</u>

Section A Weatherization Pricing Items	
Item	Description
	<ol style="list-style-type: none"> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Remove and dispose of the existing patio door. 3. The patio door shall be installed to current code. 4. Install per Specifications Section 7.
126	<u>Install 60" x 80" Vinyl Patio Door Replacement U-Value of .30 or less 10 or more (per Each)</u> <ol style="list-style-type: none"> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Remove and dispose of the existing patio door. 3. The patio door shall be installed to current code. 4. Install per Specifications Section 7.
127	<u>Install 96" x 80" Vinyl Patio Door Replacement U-Value of .30 or less < 10 (per Each)</u> <ol style="list-style-type: none"> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Remove and dispose of the existing patio door. 3. The patio door shall be installed to current code. 4. Install per Specifications Section 7.
128	<u>Install 96" x 80" Vinyl Patio Door Replacement U-Value of .30 or less 10 or more (per Each)</u> <ol style="list-style-type: none"> 1. Install new sealed or cedar wood stop, flashing, interior moldings, screws, glazing tape, and any required caulking. 2. Remove and dispose of the existing patio door. 3. The patio door shall be installed to current code. 4. Install per Specifications Section 7.
129	<u>Additional price to install vinyl replacement window on second floor above grade (per sq ft)</u>
130	<u>Additional price to install vinyl replacement window on third floor above grade (per sq ft)</u>
131-133	Intentionally Left Blank
134	<u>Lead Safe Practices:</u> <ol style="list-style-type: none"> 1. Indicate the Hourly labor rate for this in the Labor Box. 2. Miscellaneous materials will be reimbursed on a cost plus 20% max markup basis under line item 0. 3. Receipts may be requested.

2.7.10 Price Sheets

Priced items within the Price Sheet will not be evaluated or scored with the exception of items priced in the sample work order. Items priced in the sample work order (unit prices for labor and Materials) must be mirrored in the Price Sheets (referenced below and Attachments C-1 and C-2).

Davis-Bacon RESIDENTIAL Price Sheets					
Item	Description	Unit	Labor	Material	Total
0	Miscellaneous Material – Percentage Markup	%		%	
1	Hourly Rate	HOUR	\$		\$
Air Sealing					
2	2-part Polyurethane Foam	LIN FT	\$	\$	\$
3	Sheetrock	SQ FT	\$	\$	\$

Davis-Bacon RESIDENTIAL Price Sheets

Item	Description	Unit	Labor	Material	Total
4	Seal Chimney Chaseway, basement & attic	EACH	\$	\$	\$
5	Seal Kitchen Sink Area	EACH	\$	\$	\$
Attic Insulation					
6.1	R-49 Blown-in Fiberglass < 10,000 SF	SQ FT	\$	\$	\$
6.2	R-49 Blown-in Fiberglass ≥ 10,000 SF	SQ FT	\$	\$	\$
6.3	R-38 Blown-in Fiberglass < 10,000 SF	SQ FT	\$	\$	\$
7	R-38 Blown-in Fiberglass ≥ 10,000 SF	SQ FT	\$	\$	\$
8	R-27 Blown in Fiberglass < 10,000 SF	SQ FT	\$	\$	\$
9	R-27 Blown in Fiberglass ≥ 10,000 SF	SQ FT	\$	\$	\$
10	R-19 Blown-in Fiberglass < 10,000 SF	SQ FT	\$	\$	\$
11	R-19 Blown-in Fiberglass ≥ 10,000 SF	SQ FT	\$	\$	\$
12.1	R-49 Blown-in Cellulose < 10,000 SF	SQ FT	\$	\$	\$
12.2	R-49 Blown-in Cellulose ≥ 10,000 SF	SQ FT	\$	\$	\$
12.3	R-38 Blown-in Cellulose < 10,000 SF	SQ FT	\$	\$	\$
13	R-38 Blown-in Cellulose ≥ 10,000 SF	SQ FT	\$	\$	\$
14	R-27 Blown-in Cellulose < 10,000 SF	SQ FT	\$	\$	\$
15	R-27 Blown-in Cellulose ≥ 10,000 SF	SQ FT	\$	\$	\$
16	R-19 Blown-in Cellulose < 10,000 SF	SQ FT	\$	\$	\$
17	R-19 Blown-in Cellulose ≥ 10,000 SF	SQ FT	\$	\$	\$
18	Intentionally Left Blank				
19	D&F or Pull Boards, Labor only	SQ FT	\$		\$
20	Insulate Exhaust Duct in Attic	EACH	\$		\$
Knee Wall/Pony Wall					
21	Rim Joist Blocks for Knee/Pony Walls	EACH	\$	\$	\$
22	Add R-11 Unfaced FG Batts to Existing Insulation	SQ FT	\$	\$	\$
23	R-21 Kraft-faced FG for Knee/Pony Wall	SQ FT	\$	\$	\$
24	Add Tyvek/FSK to Existing Insulation	SQ FT	\$	\$	\$
25	Twine Only Existing Insulation	SQ FT	\$	\$	\$
26	Blow R-15 FG Insulation for Knee/Pony Wall	SQ FT	\$	\$	\$
Attic Venting					
27	Roof Vent 50 NFA	EACH	\$	\$	\$
28	Roof Vent 92 NFA	EACH	\$	\$	\$
29	Gable Vent	EACH	\$	\$	\$
Attic Access					
30	Repair and/or Replace Flat Access Door	EACH	\$	\$	\$
31	Cut & Make Operable Flat Attic Access	EACH	\$	\$	\$
32	Cut & Make Inoperable Flat Attic Access	EACH	\$	\$	\$
33	Weatherstrip & Insulate Existing Flat Access	EACH	\$	\$	\$
34	Repair and/or Replace Knee Wall Access Door	EACH	\$	\$	\$
35	Cut & Make Operable Knee Wall Access	EACH	\$	\$	\$

Davis-Bacon RESIDENTIAL Price Sheets

Item	Description	Unit	Labor	Material	Total
36	Cut & Make Inoperable Knee Wall Access	EACH	\$	\$	\$
37	Weatherstrip & Insulate Existing KW Access	EACH	\$	\$	\$
Floor Insulation					
38	Add R-11 Unfaced FG Batts to Existing Floor Insulation	SQ FT	\$	\$	\$
39	R-21 Faced Fiberglass Batts < 10,000 SF	SQ FT	\$	\$	\$
40	R-21 Faced Fiberglass Batts > 10,000 SF	SQ FT	\$	\$	\$
41	R-25 Faced Fiberglass Batts < 10,000 SF	SQ FT	\$	\$	\$
42	R-25 Faced Fiberglass Batts > 10,000 SF	SQ FT	\$	\$	\$
43	R-30 Faced Fiberglass Batts < 10,000 SF	SQ FT	\$	\$	\$
44	R-30 Faced Fiberglass Batts > 10,000 SF	SQ FT	\$	\$	\$
45	R-25 Fiberglass Blown in Floor Insulation	SQ FT	\$	\$	\$
46	R-30 Fiberglass Blown in Floor Insulation	SQ FT	\$	\$	\$
47	Center String Floor Insulation < 10,000 SF	SQ FT	\$	\$	\$
48	Center String Floor Insulation > 10,000 SF	SQ FT	\$	\$	\$
49	Install Ground Cover Only < 10,000 SF	SQ FT	\$	\$	\$
50	Install Ground Cover Only > 10,000 SF	SQ FT	\$	\$	\$
51	Install Water Pipe Insulation Only	LIN FT	\$	\$	\$
52	Twine Existing Floor Insulation < 10,000 SF	SQ FT	\$	\$	\$
53	Twine Existing Floor Insulation > 10,000 SF	SQ FT	\$	\$	\$
54	Irregular Joist Space extra fee	SQ FT	\$		\$
55	Low-Clearance extra fee	SQ FT	\$		\$
56	Installing Insulation in Floor w/ Ducts extra fee	SQ FT	\$		\$
57	FSK Cover Floor Insulation < 10,000 SF	SQ FT	\$	\$	\$
58	FSK Cover Floor Insulation > 10,000 SF	SQ FT	\$	\$	\$
59	16" x 8" Vent in Wood or Metal	EACH	\$	\$	\$
60	16" x 8" Vent in Concrete	EACH	\$	\$	\$
Duct Insulation & Related Measures					
61	R-11 Unfaced Fiberglass for ducts	SQ FT	\$	\$	\$
62	R-11 Vinyl Faced Fiberglass for ducts	SQ FT	\$	\$	\$
63	R-19 Unfaced Fiberglass for ducts	SQ FT	\$	\$	\$
64	R-19 Vinyl Faced Fiberglass for ducts	SQ FT	\$	\$	\$
Closed Cavity & Blown-In Installation (slopes, bump outs, garage ceiling underneath conditioned space)					
65	Blow 2" x 4" Cavity w/ R-13 HD Cellulose	SQ FT	\$	\$	\$
66	Blow 2" x 6" Cavity w/ R-25 HD Cellulose	SQ FT	\$	\$	\$
67	Blow 2" x 8" Cavity w/ R-30 HD Cellulose	SQ FT	\$	\$	\$
68	Blow 2" x 10" Cavity w/ R-38 HD Cellulose	SQ FT	\$	\$	\$
69	Blow 2" x 12" Cavity w/ R-44 HD Cellulose	SQ FT	\$	\$	\$
70	Blow 2" x 4" Cavity w/ R-13 Fiberglass	SQ FT	\$	\$	\$
71	Blow 2" x 6" Cavity w/ R-25 Fiberglass	SQ FT	\$	\$	\$

Davis-Bacon RESIDENTIAL Price Sheets

Item	Description	Unit	Labor	Material	Total
72	Blow 2" x 8" Cavity w/ R-30 Fiberglass	SQ FT	\$	\$	\$
73	Blow 2" x 10" Cavity w/ R-38 Fiberglass	SQ FT	\$	\$	\$
74	Blow 2" x 12" Cavity w/ R-44 Fiberglass	SQ FT	\$	\$	\$
Blown-in Wall Insulation (By Material Type)					
75	R-13 High Density Cellulose < 5,000 SF	SQ FT	\$	\$	\$
76	R-13 High Density Cellulose ≥ 5,000 SF	SQ FT	\$	\$	\$
77	R-13 Cellulose NOT HD < 5,000 SF	SQ FT	\$	\$	\$
78	R-13 Cellulose NOT HD ≥ 5,000 SF	SQ FT	\$	\$	\$
79	Cellulose Dense Pack in 2" x 4" wall cavities w/ existing insulation < 5,000 SF	SQ FT	\$	\$	\$
80	Cellulose Dense Pack in 2" x 4" wall cavities w/ existing insulation ≥ 5,000 SF	SQ FT	\$	\$	\$
81	R-13 Fiberglass Wall Insulation < 5,000 SF	SQ FT	\$	\$	\$
82	R-13 Fiberglass Wall Insulation ≥ 5,000 SF	SQ FT	\$	\$	\$
83	Additional cost 3 rd floor wall insulation	SQ. FT	\$		\$
LABOR ONLY Do not include insulation with items 83-94. (per sq ft)					
84	Remove & Replace Shake Siding	SQ FT	\$		\$
85	R & R Wood Siding	SQ FT	\$		\$
86	R & R Vinyl Siding	SQ FT	\$		\$
87	R & R Metal/Aluminum Siding	SQ FT	\$		\$
88	R & R Asbestos Siding	SQ FT	\$		\$
89	R & R Blind-Nailed Asbestos Siding	SQ FT	\$		\$
90	R & R Asphalt Siding	SQ FT	\$		\$
91	Drill & Fill Wood Wall	SQ FT	\$		\$
92	Drill & Fill Wood Wall w/ 1" x 4" Cedar Trim	SQ FT	\$		\$
93	Drill & Fill Stucco Wall	SQ FT	\$		\$
94	Drill & Fill Interior Wall	SQ FT	\$		\$
95	Batt & Cover Bump Out	SQ FT	\$	\$	\$
96	Block & Blow Closed Bump Out	SQ FT	\$	\$	\$
Mechanical - Miscellaneous Services					
97	Add In-line Damper to Existing Bath Fan	EACH	\$	\$	\$
98	Vent Existing Bath Fan	EACH	\$	\$	\$
99	Add In-line Damper to Existing Kitchen Fan	EACH	\$	\$	\$
100	Vent Existing Kitchen Fan	EACH	\$	\$	\$
101.1	Remove & Replace Existing Bath Fan	EACH	\$	\$	\$
101.2	Furnish and Install a New Ceiling Bath Fan	EACH	\$	\$	\$
101.3	Remove & Replace Existing Kitchen Fan	EACH	\$	\$	\$
101.4	Furnish and Install New Kitchen Fan	EACH	\$	\$	\$
101.5	Install a Humidistat Switch on Existing Fan	EACH	\$	\$	\$
101.6	Install a 24-Hour Timer Switch on Existing Fan	EACH	\$	\$	\$

Davis-Bacon RESIDENTIAL Price Sheets

Item	Description	Unit	Labor	Material	Total
102	Furnish and Install Dryer Vent	EACH	\$	\$	\$
103.1	Install Fresh Air 80	EACH	\$	\$	\$
103.2	Undercut Door	EACH	\$		\$
Doors					
104	Jamb up Weatherstrip Kit	EACH	\$	\$	\$
105	Threshold & Door Shoe	EACH	\$	\$	\$
106	Retractable Sweep	EACH	\$	\$	\$
107	Standard Door Sweep	EACH	\$	\$	\$
108	R & R Keyed-alike Lock Set	EACH	\$	\$	\$
109	R & R Keyed-alike Deadbolt	EACH	\$	\$	\$
110	Solid Core Door Blank Replacement	EACH	\$	\$	\$
111	R-7 Metal Pre-hung Door	EACH	\$	\$	\$
112	Solid Core Pre-hung Door Replacement	EACH	\$	\$	\$
Water Heater					
113	R-11 Electric Water Heater Wrap	EACH	\$	\$	\$
114	R-11 Gas Water Heater Wrap	EACH	\$	\$	\$
Windows					
115	Vinyl Window Replacement < 9 SF	SQ FT	\$	\$	\$
116	Vinyl Window Replacement 9-30 SF	SQ FT	\$	\$	\$
117	Vinyl Window Replacement > 30 SF	SQ FT	\$	\$	\$
118-120	Intentionally Left Blank				
121	Obscure Glass additional cost	SQ FT	\$	\$	\$
122	Safety Glass additional cost	SQ FT	\$	\$	\$
123	72" x 80" Vinyl Patio Door Replacement < 10	EACH	\$	\$	\$
124	72" x 80" Vinyl Patio Door Replacement ≥ 10	EACH	\$	\$	\$
125	60" x 80" Vinyl Patio Door Replacement < 10	EACH	\$	\$	\$
126	60" x 80" Vinyl Patio Door Replacement ≥ 10	EACH	\$	\$	\$
127	96" x 80" Vinyl Patio Door Replacement < 10	EACH	\$	\$	\$
128	96" x 80" Vinyl Patio Door Replacement ≥ 10	EACH	\$	\$	\$
129	Additional Cost Replace Window 2nd Floor	SQ FT	\$		\$
130	Additional Cost Replace Window 3rd Floor	SQ FT	\$		\$
131-133	Intentionally Left Blank				
134	Lead Safe Practices - hourly labor rate Required (LRRPP) documents, including pictures, and copy of lead renovator certificate will be required with invoice, for payment.	PER HR	\$		\$

2.8 FISCAL REQUIREMENTS AND REPORTING

In addition to regular fiscal reporting requirements as described in the County's contract, contractors may also be required to provide additional information as identified by the State of Oregon. Contractors will be notified in writing of any additional reporting requirements once the County is notified by the State. See Davis-Bacon Prevailing Wage Reporting Requirements, Section 2.2.6.

2.9 PERFORMANCE MEASURES / PERFORMANCE CONTRACTING

All work is subject to inspection and acceptance by the County prior to sign off and completion. County reserves the right to inspect any work at any time.

All Contractors' **performance will be monitored for quality, timeliness, and adherence to applicable Multnomah County billing/invoice procedures and requirements**, as outlined the Required Contractor Workshop Training class, and resulting executed contract(s) from this solicitation. See Section 2.75. Weatherization measures shall be installed in accordance to the specifications cited in the Site Built Housing and Mobile Home Weatherization Specifications for the State of Oregon Weatherization Assistance Program, United States Department of Housing and Urban Development (HUD) code, and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specifications, codes or regulations; the County shall consult OHCS to determine appropriate action consistent with the codes, regulations and these specifications.

Contractors may refuse a work order, but refusing three (3) or more work orders within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned work order(s) for six (6) consecutive months. Each contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and / or requirements. See Section 2.7.5, Required Contractor Workshop Training.

Each accepted work order must be completed by the awarded contractor within 45 calendar days from acceptance of work order. If a work order falls outside of this timeframe, the contractor may be placed on restriction and not assigned new work orders until the currently open work order has been completed and approved by the County. Each return inspection after the initial failure is subject to an inspection charge applied by the County to the contractor. The charge to the contractor will be \$125 for the first return inspection, and \$25 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the contractor may be placed on restriction, until such time as the job is completed satisfactorily.

2.10 CONTRACT NEGOTIATION

The County will initiate contract negotiations with all responsive and responsible Proposers that meet the RFP requirements, and who have received a total scoring of at least 70% of all available points. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, for any particular Proposer, the County reserves the right to terminate the negotiations with that Proposer, and continue contract negotiations with all remaining responsive and responsible Proposers. This process will continue until contract agreements are reached.

Responsive Proposers should take note of the following: All eligible Proposals received under this RFP will be ranked. It is estimated that those ranked past number seven (7) on the ranking list, may not receive work orders.

2.11 CONTRACT AWARD, AND AMENDMENTS

2.11.1 Contract Award. As a result of this solicitation process, Multnomah County intends to offer County Contracts on a requirements basis to all responsive proposers who meet minimum requirements. Actual work, if any, will be awarded as follows: The County will provide for an energy audit of prospective projects and prepare a pre-job energy audit, specifying the unique combination of required weatherization work required. This will be completed prior to assigning any work orders. Information collected from the audit will be used along with household utility usage, and cost information to determine the cost-effective measures that may be selected for this potential project. Using the process described within this agreement, the highest ranked and available contractor will be selected for the project. If the costs identified from this individual contractor make the proposed measures too expensive to be cost effective, the next appropriate contractor in line will be used for the project. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines. See Section 2.2.2, Weatherization Project Modeling Master Grant Agreement. Individual project work orders will be assigned to the available Proposer who is ranked highest based on the scores they earned in this process; subject to this process, the work cap, and bonding limitations applicable to each Proposer. See Section 2.2.4 Work Cap. Multiple contractors may be selected to perform work on a project when deemed cost effective by County. See Section 3.0.2 Evaluation Process.

2.11.2 Amendments. Note: The following text will be included into all resulting contracts: The terms of this contract may be waived, altered, modified, supplemented, or amended, in order to meet the requirements of our funders, State of Oregon, Federal Government, or changes in Multnomah County policies, or procedures. Amendments to this contract shall only be done by written instrument signed by both parties.

Contract amendments issued by the County under this RFP that are signed by awarded contractors, and then returned to the Weatherization Unit by a partial number or all awarded contractors will be acted upon approximately two (2) weeks from the issued date of the amendment, unless otherwise stated in the amendment document. Those contractors not returning the signed amendment will not be eligible for new work until the signed amendment has been received by the County.

Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations in providing these services.

2.12 CONTRACT TERM

Fixed term. The contract term shall be five (5) years.

The effective date of the contracts shall be approximately December 1, 2012 or the date on which each party has signed the contract, whichever is later. Unless earlier terminated, the termination date of all contracts issued under this RFP shall be five (5) years from the initial, first contract execution, approximately November 30, 2017.

2.13 COMPENSATION AND METHOD OF PAYMENT

Contractor shall be paid for the work on the following basis:

Contractor will be paid on a per work-order, per invoice, cost reimbursement requirements basis, based on Work Orders issued to Contractor.

The price stated in the work-order shall be determined from the prices set forth in the Proposer's Price Sheets. The provision of ORS 279C.570 relating to progress payments and retention are hereby incorporated by this reference.

The County shall have the right to withhold from payments due Contractor such sums as are necessary in the County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.

All final requests for payment shall be received by County within 45 calendar days following the termination of any resulting contract. Request for payment received after that time shall not be honored.

2.14 COOPERATIVE PURCHASING

Cooperative Purchasing does not apply to this RFP.

2.15 INSURANCE REQUIREMENTS

The table below states the minimum insurance required of a Contractor to provide this service. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Contractor. Final insurance requirements will be subject to mutual agreement of both parties prior to contract execution and recorded in Exhibit 2 of the contract. The minimum insurance coverage stated below supersede requirements listed in Exhibit 2 of the Sample Contract where they are different.

<u>Type of Insurance</u>	<u>Amount</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Commercial Gen Liability*	\$1,000,000	\$1,000,000	\$2,000,000
Commercial Auto Liability	\$1,000,000	\$1,000,000	
Workers Compensation	Required as per ORS 656.017		

Note: If services are funded through the state, then higher insurance amounts may apply.

***For Commercial General Liability**, the Certificate shall also provide that the County, its agents, officers, directors, officials, and employees are Additional Insureds by Endorsement with respect to Contractor's services to be provided under this Contract.

PART 3 – PROPOSAL EVALUATION, QUESTIONS AND INSTRUCTIONS

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

Each evaluator shall independently assign a draft score to each evaluation criterion, based on review of the written proposals. Then, the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. See Section 3.0.2 Evaluation Process For Written Response.

Proposer RFP submissions will be reviewed and scored in the following manner:

There will be two (2) separate evaluation processes for scoring:

1. Written proposal responses to evaluation questions regarding experience, use of American made products, sustainability / social equity / employee healthcare, See Section 3.2; and
2. The proposer's completed sample work order, with pricing identified for each item.

Note: The sample work order should have the corresponding priced items and same per item amounts reflected in their price sheet list section of their response to this RFP. Failure to have these matching priced items may result in the Proposer's RFP response being disqualified from further consideration. See Section 3.0.1.

3.0.1 Instructions For Completing The MF Sample Work Order Spreadsheet:

Enter line items for Cost of Materials and Cost of Labor for each Line Item number. There will be a total for each of the four (4) measure "bundles." It must not be higher than the maximum amount listed on spreadsheet. Example: The total for the Attic measures cannot be greater than \$23,000. Any total greater than a stated maximum may disqualify the Proposer's Sample Work Order Spreadsheet and the Proposer will receive a score of zero ("0"): The summed total of all four (4) measures will be the total price for this Sample project, and will be used to determine a Proposer's score.

There are two (2) different versions of this MF Sample Work Order Spreadsheet – Submit only one with your Proposal.

Note:

1. The embedded quantity (Qty) identified each line item/row of the Sample Work Order is not to be altered. The Proposers are to identify a per unit price for the Cost of Labor and Materials;
2. The Cost of L&M (Labor & Materials) column is to reflect the sum of the per item of labor and materials;
3. The Total Cost in each line item is to reflect the predefined Qty multiplied by the Cost of L&M;
4. The Total Cost for each of the four (4) "bundles" (example of items 6.3 through 29 is one (1) of the four (4) "bundles") is to reflect the summed total of the four (4) "bundles;"
5. The Sample Work Order – Excel spreadsheet will auto generate the Cost of L&M, the Total Cost of each line item row, the subtotal for each of the four (4) "bundles" on item groupings example: items 6.3 through 29), and the Total Costs for of for each of the four (4) "bundles. See Attachment D-1 Excel;" or use
6. The Sample Work Order – PDF spreadsheet is a static display to be printed out where the Proposer will need to identify the per unit prices and then calculate the information manually for notes one (1) through four (4) above. See Attachment D-2 PDF; and
7. There are three (3) cells by design that do not have a Cost of Material to be identified.

Sample Work Order - Excel

This attachment is provided to you as an electronic attachment formatted in Excel, available on the Multnomah County Purchasing Website. This attachment allows the proposer to input data directly into the spreadsheet electronically, permitting you to print out your completed MF Sample Work Order Spreadsheet, and include it with your proposal submission. See Attachment D-1 Excel.

Sample Work Order – Excel

MF Sample WORK ORDER - Excel Spreadsheet

ENTER DATA ONLY IN YELLOW CELLS - PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Per Item			Total Cost	
			Cost of Labor	Cost of Materials	Cost of L&M		
6.3	R38 Attic Blow <10k SF	6976			-	-	
27	New Roof Vent 30 NFA	9			-	-	
28	New Roof Vent 92 NFA	9			-	-	
29	New Gable Vent	2			-	-	
Sub Total						-	23,000
Your total for these attic line items must be equal to or below \$23,000							
Maximum allowable budget for ceiling measures							
43	R30 Floor Battz <10k SF	6976			-	-	
Sub Total						-	30,000
Your total for this floor line item must be equal to or below \$30,000							
Maximum allowable budget for floor measures							
100	Vent Existing Kitchen Fan	9			-	-	
101.1	R&R Bath Fan w/ ASHRAE model	18			-	-	
102	Install New Dryer Venting	9			-	-	
104	Weatherstrip Door Jamb Kit	36			-	-	
103.2	Undercut Door	18			-	-	
Sub Total						-	20,000
Your total for these Health & Safety line items must be equal to or below \$20,000							
Maximum allowable budget for health & safety measures							
116	Vinyl Replacement Window 95F-305F	900			-	-	
117	Vinyl Replacement Window >305F	576			-	-	
122	Add Cost of Safety Glass	416			-	-	
129	Add Cost 2nd Fir Window Install	738			-	-	
134	Lead Safe Practices (hrly rate)	60			-	-	
Sub Total						-	63,000
Your total for these window line items must be equal to or below \$63,000							
Maximum allowable budget for window measures							
Grand Total of above 4 "bundles"						-	

Do not alter: Quantity (Qty) amounts; Embedded Excel formulas; and / or auto generated totals.

If you don't have access to, or not familiar with Excel, do not use the above Excel spreadsheet attachment in your response to the RFP. See instructions below, Attachment D-2 PDF.

Sample Work Order – PDF

This attachment is provided to you as an electronic attachment formatted in PDF, available on the Multnomah County Purchasing Website. This attachment allows the proposer to make a hard copy print out of the spreadsheet, and manually input the information defined in all the note steps above with the exception of note number five (5). The Proposer will manually calculate the row's Total Cost by adding the sum of the Cost of Labor and Materials, writing that amount into the Cost of L&M (Labor & Materials), then multiplying that number by the designated quantity number (Qty), and placing that total in the Total Cost cell for each of line items, four (4) "bundles" and the Total Cost for the sum of each four (4) "bundles." See Attachment D-2 – PDF.

Sample Work Order – PDF

MF Sample WORK ORDER - PDF Spreadsheet

ENTER DATA ONLY IN YELLOW CELLS - PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Per Item			Total Cost	
			Cost of Labor	Cost of Materials	Cost of L&M		
6.3	R38 Attic Blow <10k SF	6976					
27	New Roof Vent 50 NFA	9					
28	New Roof Vent 92 NFA	9					
29	New Gable Vent	2					
	Sub Total						23,000 Maximum allowable budget for ceiling measures
43	R30 Floor Batts <10k SF	6976					Your total for this floor line item must be equal to or below \$30,000
	Sub Total						30,000 Maximum allowable budget for floor measures
100	Vent Existing Kitchen Fan	9					
101.1	R&R Bath Fan w/ ASHRAE model	18					
102	Install New Dryer Venting	9					
104	Weatherstrip Door Jamb Kit	36					
103.2	Undercut Door	18					Your total for these Health & Safety line items must be equal to or below \$20,000
	Sub Total						20,000 Maximum allowable budget for health & safety measures
116	Vinyl Replacement Window 95F-305F	900					
117	Vinyl Replacement Window >305F	576					
122	Add Cost of Safety Glass	416					
129	Add Cost 2nd Flr Window Install	738					
134	Lead Safe Practices (hrly rate)	60					Your total for these window line items must be equal to or below \$63,000
	Sub Total						63,000 Maximum allowable budget for window measures
Grand Total of above 4 "bundles"							

Do not alter Quantity (Qty) amounts.

Identify Per Item Cost of Labor and Materials. Calculate: Cost of L&M; Total Cost for each of the 4 "bundles;" Sub and Grand Totals.

Enter Data Only In Yellow Cells - Per Item Cost of Materials and Labor must Match Your Item Prices On Your Price Sheets.

3.0.2 EVALUATION PROCESS FOR WRITTEN RESPONSE

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. If Multnomah County does not elect to have an oral evaluation, the award will be made to all contractors meeting the 70% requirement, whose status with the CCB is "active" at the time of proposal submission. See Section 2.7.4 regarding Public Work Projects, and Sections 2.0, 2.2.2, 2.3, 2.2.4, 2.10, 2.11, and 3.0.2.2 regarding ranking proposers.

3.0.2.1 Evaluation Process for Written Proposals

An evaluation panel selected by Multnomah County will review submitted Proposals for experience, use of American made products, and sustainability / social equity / employee healthcare. Each panel member will independently score each submitted RFP response, and a summed average score will be assigned for Sections 3.2.1 – 3.2.3.3. Maximum possible points is **38** points. See Overall Proposal Points Available, Section 3.0.2.3 for scoring details.

3.0.2.2 Evaluation Process for Sample Work Orders

The Multnomah County Purchasing Department will review Proposer prices, as identified on the submitted Sample Work Order (Work Order). First, to determine whether the prices on the work order reflect the prices submitted on the Proposer price sheets, and second, to determine the summed cost of the work

order. See Section 3.0.1. Maximum possible points is **62** points, see point details. All eligible proposers will receive points based on their sample work order in the following multiple stepped manner:

Step One: An average work order dollar amount will be established among all qualified sample work orders. Initially qualified proposers are those that meet minimum submission requirements, CCB status is “active,” and the sample work order prices on the proposer’s price sheets are less than or equal to the maximum allow price. The highest Proposer’s sample work order received, and the lowest Proposer’s sample work order received will be removed from the equation. The remaining work orders summed price amounts will be used to establish an average work order amount. This average will be used as a standard for awarding points.

Step Two: All work orders, with summed price amounts at or below the average amount will receive 62 points.

Step Three: All work orders, with price amounts above the average, but within 5% of the average amount, will receive a score of 52 points.

Step Four: The dollar amount of the 5% difference will be added to the new total. For every additional increase (5% amount above), there will be an additional 10 point decrease. Example: From the 5% above average to 10% above will receive a score of 42 points; the next 5% will receive a score of 32 points.

Additional Scoring Considerations:

The summed total score from Section 3.1 Proposer’s Sample Work Order, and Proposer’s response to Section 3.2 Proposal Questions, will be the Contractor Score for the purposes of ranking.

There will be a minimum score of 70% (70 points) to qualify for this procurement. Proposers with the highest combined scores will be contracted with to provide services. The County may elect to contract with additional Proposers at any time, if the County determines that it is prudent, and advantageous to the County to do so. If at any time, a vendor’s CCB status is other than “Active” or EPLS status is “Debarred” Multnomah County may go to the next highest scoring (ranked) vendor on the list to contract with.

Example of 2nd Evaluation Scoring

The County receives ten (10) proposals with sample work orders that meet minimum requirements. The work orders have price totals as follows:

1. \$136,000
2. \$133,000
3. \$133,000
4. \$124,000
5. \$122,900
6. \$121,750
7. \$119,100
8. \$112,250
9. \$109,300
10. \$100,000

Step #1: Remove \$136,000 (highest) and \$100,000 (lowest), and total the remaining eight (8) samples = \$975,300. $\$975,300 / 8 = \$121,912.50$.

Step #2: **Proposers 7, 8, 9, 10 all receive 62 points.**

Step #3: A 5% increase in price is $\$6059.58 + \$121,912.50 = \$127,972.08$. **Proposers 4, 5, 6 receive 52 points.**

Step #4: An additional 5% ($\$6059.58$) is added. $\$127,972.08 + \$6059.58 = \$134,031.66$. **Proposers 2 & 3 receive 42 points.**

Step #5 Remaining Proposer 1 receives 32 points.

These points are added to the written score.

3.0.2.3 Overall Proposal Points Available

Section	Title	Sub-Section Points	Section Possible Points
3.0.1	Proposer's Sample Work Order		62 Points
2.7.10	Price Sheet	0 Points	0 Points
3.2.1	Proposer's Experience	10 Points	10 Points
3.2.2	American Made	3 Points	3 Points
3.2.3	Sustainability / Social Equity / Employee Health Care		25 Points
3.2.3.1	Sustainability	10 Points	
3.2.3.2	Social Equity – Workforce Diversity	10 Points	
3.2.3.3	Employee Healthcare and Other Benefits	5 Points	
1	Employee Healthcare	(2 of above 5)	
2	Other Benefits	(3 of above 5)	
Total Possible Points			100 Points

3.1 PROPOSAL QUESTIONS INSTRUCTIONS

All Proposers must complete the questions under Section 3.2. The score from Section 3.2 will be added to the score from the Sample Work Order, Section 3.0.1. There are a maximum of 62 points available under Section 3.0.1, and 38 points available under Section 3.2. Proposers failing to achieve **70%** of the total points will not be considered further for an award under this procurement.

Example 1: Proposer A submits a proposal and receives a Sample Work Order score of 62 points. In addition, Proposer A submits a proposal and receives the following scores from their response to the written questions, Sections 3.2.1 through 3.2.3.3, from the three evaluators:

Rater A: 32 Points
 Rater B: 28 Points
 Rater C: 32 Points
 Total Points: **92 Points**

Divide the total of 92 points by the number of raters (3) = 30.67, rounded up to 31 points.
 Out of 100 possible points, this Proposer earned a total of 93 points (62 + 31).

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of **93** exceeds the minimum number of **70** points required to qualify.

If the total points scored had been less than 70 points, then Proposer A would not have been considered further for an award under this RFP.

Example 2: Proposer B submits a proposal and receives a Sample Work Order score of 42 points. In addition, Proposer A submits a proposal and receives the following scores from their response to the written questions, Sections 3.2.1 through 3.2.3.3, from three evaluators (3):

Rater A: 28 Points
 Rater B: 24 Points
 Rater C: 24 Points
 Total Points: **76 Points**

Divide the total of 76 points by the number of raters (3) = 25.33, rounded down to 25 points
 Out of 100 possible points, this Proposer earned a total of 67 points (42 +25).

As a result, Proposer B has not met the minimum requirements to provide these services, since their total point score of **67** is below the minimum number of **70** points required to qualify.

Failure to comply with these instructions may result in the rejection of the proposal.

3.2 PROPOSAL QUESTIONS

3.2.1 PROPOSER'S EXPERIENCE

10 Possible Points

Please describe: (1) Your company's scope and experience working in residential construction; weatherization; energy conservation; and/or weatherization retrofit for multifamily homes; (2) The number of years your company has been providing weatherization retro-fit services; (3) The minimum work experience, specialized training or certifications that your employees will have that will be assigned County work orders.

Evaluation Criteria:

- *Proposer is able to describe past experience, including details such as:*
 - *Level of work in residential construction and weatherization. (example: as employee, proposer, inspector, etc);*
 - *Type of work involved in, such as retrofit, rehabilitation, new construction;*
 - *Scope and quality of work. Number and types of projects, etc;*
 - *Any specialized training or certifications; and*
 - *Length of applicable experience.*
-

3.2.2 AMERICAN MADE

3 Possible Points

Does your organization have policies and practices that call for the purchase of American made materials wherever possible? If so, please describe those policies and list an example of vendors from whom some of your products and services are purchased. If policies are attached to Proposer's response, they will not be counted against your proposal page maximum.

Evaluation Criteria:

Proposer is able to describe the policies and practices in place for purchasing American made materials and services. Written company policies are included in response. Examples of vendors and purchased products are provided.

3.2.3 RESPONSIBLE BUSINESS PRACTICES (25 Possible Points)

Our vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainability and social equity innovations.

Multnomah County reserves the right to inspect contractor's site on a regular basis to verify the sustainability assertions made in their proposal.

3.2.3.1 Sustainability

10 of Above 25 Possible Points

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment.

1. Please demonstrate how your firm will provide the services identified in the scope of services in a sustainable manner. What measures will your firm take to minimize impacts to the environment in the delivery of services? Please provide specific examples, metrics, details of efforts, practices, and/or processes.

Evaluation Criteria: The proposer provides specific examples, metrics, details of practices, and/or processes to deliver services in a sustainable manner.

2. Please demonstrate your firm's sustainable business practices, which could include, but is

not limited to a formal sustainability program and/or policies covering recycling measures; energy conservation plans; water conservation policies; or a green cleaning policy. Please provide specific examples, metrics, details and include copies of reports, policies or plans if available.

***Evaluation Criteria:** Proposer provides specific examples, metrics, details and copies of reports, policies, or plans related to their sustainable business practices.*

Section B. Questions for Firms and Organizations with No Employees – 15 of 25 Section 3.2.3 Possible Points

3.2.3.2 Social Equity

10 of 25 Section 3.2.3 Possible Points

The County is committed to extending contracting opportunities for State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs). In order to promote economic growth, the County seeks to maximize the participation of MWESB consultants, partners, contractors, and suppliers throughout the duration of the project as well as a diverse workforce. Ten percent (10%) of the total possible points to be awarded in this RFP have been assigned to the Social Equity criteria below:

1. Workforce Diversity

A. Describe in detail how your firm's or organization's develops an internal diverse workforce. How do you approach internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process(es) used to recruit women and minorities. What types of projects or initiatives have been implemented?

Evaluation Criteria:

- *Describes efforts used to develop an internal diverse workforce.*
- *Describes approach to internal diversity mentoring, training, and/or professional development opportunities.*
- *Describes process(es) used to recruit women and minorities into the organization or agency.*
- *Describes projects and initiatives implemented.*

B. Describe in detail how your firm's or organization's supports workforce diversity within your community.

***Evaluation Criteria:** The Proposer describes any community involvement that supports workforce diversity such as volunteering, donations, internships, community organization participation and other workforce capacity building activities.*

2. Minority, Women and Emerging Small Business (MWESB) Contracting

A. MWESB Contracting and Past Performance

Within the past 24 months, have you subcontracted or partnered with State of Oregon certified MWESB vendors on any project?

- List the State of Oregon MWESB vendors that your organization or agency has had contractual relationships with during the past 24 months.
- Identify the total volume and total overall percentage of contracts awarded to MWESB vendors during the past 24 months.
- Describe any innovative or successful measures that your organization or agency has undertaken to work with MWESB vendors on previous projects.
- Describe any mentoring, technical or other business development services your organization or agency has provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the services in this RFP.

Evaluation Criteria:

- Lists the MWESB vendors they have had contractual relationships within the past 24 months.
- Identifies the total volume and overall total percentage of contracts awarded to MWESB vendors.
- Describes any innovative or successful measures undertaken to work with MWESB vendors on previous projects.
- Describes any mentoring, technical or other business development services provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the services in this RFP.

B. Sub-contracting

Will you be subcontracting any element of the services under this Proposal? If yes, answer the questions below; if not, proceed to Section 3.

- Describe your firm's or organization's plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.
- List the subcontracting opportunities your firm has identified in the scope of the services in this RFP.
- Describe any outreach and recruitment efforts made to certified MWESB vendors including the actual results of your efforts.
- Describe any mentoring, technical or other business development services your firm will provide to MWESB vendors.
- If your organization or agency will be utilizing MWESB vendors to provide the services in this RFP, please list those MWESB vendors and detail their role within your proposal.

Evaluation Criteria:

- Describes plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.
- Lists the subcontracting opportunities the firm has identified in the scope of the services in this RFP.
- Describes outreach and recruitment efforts made to certified MWESB vendors including the actual results of efforts.
- Describes any mentoring, technical or other business development services that are/will be provided to MWESB vendors.
- Lists MWESB vendors to provide the services and details their role within proposal.

3. Business Practices

A. Describe in detail how your firm's or organization's includes diverse suppliers, vendors and subcontractors in the conduct of your business.

Evaluation Criteria: The Proposer describes any efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County

B. Describe in detail your firm's or organization's efforts or activities that create economic and social benefits for this or future generations.

Evaluation Criteria: The Proposer describes any efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation or other community capacity building activities.

Employee Healthcare and Other Benefits | 5 of 25 Section 3.2.3 Possible Points

The County values access to healthcare and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship. The County has assigned 5% of the total points available on this solicitation to Healthcare and Other Benefits criteria.

1. EMPLOYEE HEALTHCARE

Note: If you are an independent practitioner, sole proprietor, or nonprofit organization without paid staff, please state this in writing in your response to each of these questions to receive full points for this question. If you do not specify this in writing, you shall receive zero (0) points for this question.

Please check the **one** statement below that applies to your firm:

Proposer offers health insurance to employees that meets or exceeds each of the minimum coverages specified below as determined by the Multnomah County Benchmark for Employee Health Insurance Plans. (2 points)

OR

Proposer does not offer health insurance that meets all of the coverage as defined by the Multnomah County Benchmark for Employee Health Insurance Plans (0 points)

Multnomah County Benchmark for Employee Health Insurance Plans

Medical Cost Sharing	
Annual Deductible	\$1000 individual
Member Coinsurance	30 percent
Out of Pocket Maximum	\$4000 per individual
Prescription Medicine Cost Sharing	
Member Coinsurance level for generic Rx	\$15 or 50 percent for 30 day supply
Out of Pocket Maximum	none
Other Required Services	
Doctor Visits	Covered Benefit
Immunization	Covered Benefit
Routine Well Checks	Covered Benefit
Women's Health Care Services	Covered Benefit
Maternity	Covered Benefit
Diagnostic X-Ray/Lab	Covered Benefit
Hospital	Covered Benefit
Outpatient	Covered Benefit
Emergency Room	Covered Benefit
Ambulance	Covered Benefit
Transplant	Covered Benefit
Mental Health/Chemical Dependency Inpatient	Covered Benefit
Mental Health/Chemical Dependency Outpatient	Covered Benefit
Skilled Nursing Care	Covered Benefit
Durable Medical Equipment	Covered Benefit
Rehabilitation	Covered Benefit
Hospice	Covered Benefit
Home Health	Covered Benefit

2. OTHER BENEFITS:

Please select the statements that apply to your firm:

Sick Leave

Proposer offers sick leave to all full time employees (1 point)

OR

Proposer does not offer sick leave to all full time employees (0 Points)

Vacation Benefits

Proposer offers vacation benefits to all full time employees (1 point)

OR

Proposer does not offer vacation benefits to all full time employees (0 points)

Retirement Benefits

Proposer offers retirement benefits to all full time employees (1 point)

OR

Proposer does not offer retirement benefits to all full time employees (0 points)

Section B. Questions for Firms and Organizations with No Employees – 15 of 25 Section 3.2.3 Possible Points

The County is committed to extending contracting opportunities to businesses that support social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs) and business practices. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project as well as a diverse workforce. Fifteen percent (15%) of the total possible points to be awarded in this RFP have been assigned to the Social Equity criteria below.

1. Workforce Diversity and Business Practices

Describe in detail how your firm' supports workforce diversity within your community.

***Evaluation Criteria:** The Proposer describes any community involvement that supports workforce diversity such as volunteering, donations, internships, community organization participation or other workforce capacity building activities.*

2. Minority, Women and Emerging Small Business Contracting

MWESB Contracting and Past Performance

Within the past 24 months, have you subcontracted or partnered with State of Oregon certified MWESB vendors on any project?

- List the State of Oregon MWESB vendors that your organization or agency has had contractual relationships within the past 24 months;
- Identify the total volume and overall total percentage of contracts awarded to MWESB vendors.
- Describe any innovative or successful measures that your organization or agency has undertaken to work with MWESB vendors on previous projects.
- Describe any mentoring, technical or other business development services your organization or agency has provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the services in this RFP.

Evaluation Criteria:

- *Lists the MWESB vendors they have had contractual relationships within the past 24 months.*
- *Identifies the total volume and overall total percentage of contracts awarded to MWESB vendors.*
- *Describes any innovative or successful measures undertaken to work with MWESB vendors on previous projects.*
- *Describes any mentoring, technical or other business development services provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the services in this RFP.*

B. Sub-contracting

Will you be subcontracting any element of the services under this Proposal? If yes, answer the questions below; if not, proceed to Section 3.

- Describe your firm's or organization's plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.
- List the subcontracting opportunities your firm has identified in the scope of the services in this RFP.
- Describe any outreach and recruitment efforts to certified MWESB vendors including the actual results of your efforts.

- Describe any mentoring, technical or other business development services your firm will provide to MWESB vendors.
- If your organization or agency will be utilizing MWESB vendors to provide the services in this RFP, please list those MWESB vendors and detail their role within your proposal.

Evaluation Criteria:

- *Describes plan for obtaining maximum utilization of State of Oregon certified MWESB firms on this project.*
- *Lists the subcontracting opportunities your firm has identified in the scope of the services in this RFP.*
- *Describes outreach and recruitment efforts to certified MWESB vendors including the actual results of efforts.*
- *Describes any mentoring, technical or other business development services that are/will be provided to MWESB vendors.*
- *Lists MWESB vendors to provide services and details their role within proposal.*

3. Business Practices

A. Describe in detail how your firm's or organization's includes diverse suppliers, vendors and subcontractors in the conduct of your business.

Evaluation Criteria:

The Proposer describes any efforts, practices and/or processes to include a diverse vendor pool that reflects the diversity of Multnomah County.

B. Describe in detail your firm's or organization's efforts or activities that create economic and social benefits for this or future generations.

Evaluation Criteria: The Proposer describes any efforts or activities such as volunteering, donations, sponsorships, economic and social development participation, youth and community organization participation or other community capacity building activities.

3.3 RESPONSE CHECKLIST AND FORMS

Following is a checklist of vendor forms and attachments that are to be included in your proposal response. The forms and attachments are electronically available to download as MS Word .doc, or Adobe .pdf files from the County Procurement Web site located at:

www.multcopurch.org

Failure to provide items identified as required may result in rejection of your Response. The checklist itself is for Proposer use, and does not need to be submitted.

Please organize your Response in the following order:

<input checked="" type="checkbox"/>	Document Name	Required	Format	Document
	Proposal Response Cover Page Use the RFP Response Cover Page, as the first page of your Response.	Yes	MS Word	Attachment A
	Offeror Representations and Certifications Signed See Section 4.8	Yes	MS Word	Attachment B
	Proposers Response to Written Evaluation Questions See Sections 3.2, and 4.7			Insert Between Attachment B and C
	Price Sheets See Section 2.7.10	Yes	C-1 Excel C-2 PDF	Attachments: C-1 Excel C-2 PDF
	MF Sample Work Order Spreadsheet *Submit D-1 Excel <u>or</u> D-2 PDF See Sections 3.0.1, and 3.0.2.2	Yes* Submit Only 1	Excel PDF	Attachments: D -1 Excel D -2 PDF
	Substitution Request Form See Section 2.7 **Required if substituting specified products	Yes**	MS Word	Attachment E
	Site Built Housing and Mobile Home Specifications for the State of Oregon Weatherization Assistance Program 2011 See Sections 2.7.6, and 2.9	No	PDF	Attachment F
	Oregon Weatherization State Plan 2012 – 2013 For U.S. DOE See Section 2.7.2	No	MS Word	Attachment G
	Referenced Web Sites And Email Addresses	No	MS Word	Attachment H
	Sample Multnomah County Sample Contract	No	PDF	Attachment I

PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.0 JOINT PROPOSALS

The County will not consider joint proposals from Proposers. Joint proposals are those that take the form of partnerships, general contractor / subcontractor arrangements, and/or entities formed by existing Proposers.

During the life of the resulting contracts under this RFP, Proposers contracting under this RFP shall not subcontract any of the work required by this contract or assign or transfer any of its interest in this contract, without the prior written consent of the County. Subcontracting may only be allowed for specialty contractors. No subcontracting for the major measure work specified in this contract. "Specialty contractor" means a contractor who performs work on a structure, project, development or improvement and whose operations as such do not fall within the definition of "general contractor." "Specialty contractor" includes a person who performs work regulated under ORS chapter 446.

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or alternate proposals shall not be accepted unless specifically provided for in this section. In the event alternate proposals are not accepted and a proposer submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the proposer.

4.2 PROPOSAL INSTRUCTIONS AND FORMAT

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages should be numbered. Margins should be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. **Example:** The RFP proposal response to the program question is limited to a page count of not more than 12 pages. This equates to not more than 6 sheets of paper that are printed on each side, or 12 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding requested attachments, must not exceed twelve (12) single sided pages, or six (6) double sided pages. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be evaluated. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

4.4 PROPOSAL CONTENT

Proposers must respond to and complete: The forms in Section 3.01 Proposer's Sample Work Order, and Section 2.7.10 Price Sheets; and Section 3.2.1 through 3.2.3.3 written Proposal Questions. For each item in section 3.2, restate the question and use the same numbering and letter sequence as found in the RFP and then provide your response. Responses must be on the forms provided for by Multnomah County where applicable.

4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, place in notebooks or use other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip which can be easily removed for storage and copying purposes.

4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFP number, and the name and address of the Proposer. If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFP number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

4.7 PROPOSAL COPIES AND SUBMISSION

Proposers must submit one (1) original and five (5) complete copies of the proposal to: Multnomah County Purchasing, 501 SE Hawthorne Blvd, Suite 400, Portland, OR 97214, **no later than 4:00 p.m.** on the proposal due date. **PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DEADLINE. LATE PROPOSALS WILL NOT BE CONSIDERED.**

4.8 MINIMUM REQUIREMENTS

4.8.1 Representations and Certifications

All Proposers are to submit a SIGNED Offeror Representations and Certifications Attachment B, and it will not count against the total page limitation. Failure to sign a completed Offeror Representations and Certifications form may result in rejection of the proposal, and

At the time of proposal submission, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in rejection of the proposal:

1. The Proposal response must: Be received by Multnomah County Purchasing no later than 4:00 P.M. local Portland time on the proposal submission deadline; and
2. Proposers must currently be in "Active" status with the Oregon Construction Contractors Board (CCB), and may not be identified as "Debarred" from performing public works contracts by the US General Services Administration, Excluded Parties List. See section 2.7.4.

At the time of contracting all qualified contractors must:

3. Be legal entities registered to do business in the State of Oregon;
4. Have a current business license in all the Cities in Multnomah County that require licenses; as an alternative, Contractor may use a METRO business license as an acceptable business license for all cities located in Multnomah County except for the City of Portland, where contractor must hold a City of Portland Business License;
5. All Proposers must have at least one (1) year experience working as a licensed contractor in residential construction.

During the life cycle of resulting contracts as a result of this RFP, Awarded Contractors:

6. Must provide completion certificates of participation in Lead Safe Practices (including Lead Renovator) training from a State approved trainer. See Section 2.7.2.



MULTNOMAH COUNTY OREGON

REQUEST FOR PROPOSALS

RFP No. 4000000546

**MULTIFAMILY DWELLING WEATHERIZATION MEASURES
ON A REQUIREMENTS BASIS**

PROPOSALS DUE: NOT LATER THAN 4:00 P.M, MONDAY, SEPTEMBER 17, 2012
LATE PROPOSALS SHALL NOT BE CONSIDERED

**PROPOSAL
SUBMITTED BY:** _____

(Business Name)

**Proposer
Address:** _____

BY SUBMITTING THIS PROPOSAL, PROPOSER CERTIFIES THAT:

Proposer will perform the services solicited in this RFP in a wholly secular manner.

**ATTACHMENT B
OFFEROR REPRESENTATIONS AND CERTIFICATIONS**

FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers to furnish any and/or all goods or services as described herein at the prices offered and within the time specified and agrees that this offer shall be irrevocable for 30 calendar days after the date offers are due or for such longer period as may be specified in this solicitation.

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other _____

MWESB CERTIFICATION: Number _____ Minority Owned Woman Owned Emerging, Small N/A

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident bidder, as described in ORS 279A.120, of the State of _____, **[insert State]** and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110; "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the proposal, has a business address in this state and has stated in the whether the bidder is a "resident bidder". ORS 279A.120 (1) (j);
4. Any false statement may disqualify this offer from further consideration or be cause of contract termination; and
5. The Offeror will notify the CPCA Procurement Analyst immediately of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

- Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting s or proposals by any federal, state or local entity, department or agency;
- Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
- Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
- Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
- Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to its offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature _____ Date _____

Print Name & Title _____

Contact Person for this procurement: _____

Phone _____ Email _____

INFORMATIONAL

**WHEN ORGANIZING YOUR PROPOSAL SUBMISSION
INSERT YOUR PROPOSAL RESPONSE TO SECTION 3.2 PROPOSAL QUESTIONS
AFTER ATTACHMENT B AND PRIOR TO ATTACHMENT C**

Reference: See Section 3.3 – Proposer Checklist and Forms

**ATTACHMENTS C-1 and C-2
PRICE SHEETS**

Reference: See Section 2.7.10

There are two (2) versions of this form, Excel and PDF. The Excel electronic copy will allow you to print the form and enter the data into the fields directly, or if you wish, manually enter the information in the PDF version.

NOTE: A FULL COPY OF THIS DOCUMENT IS AVAILABLE ELECTRONICALLY FROM Purchasing – See the Purchasing website at www.multcopurch.org and click on the “*Current Bid and Proposal Opportunities*” heading – scroll down to Procurement 400000546.

**Printed copies may also be obtained upon request to
Nancy R. Walters, Senior Procurement Analyst.**

Request your copy by contacting:

503 988-5111 Extension 28763

or

nancy.r.walters@multco.us

**ATTACHMENTS D-1 AND D-2
MF SAMPLE WORK ORDER SPREADSHEET**

Reference: See Sections 3.01 and 3.0.2.2

Complete and submit with your Proposal either Attachment D-1 Excel, or Attachment D-2 PDF, not both attachments. The D-1 Excel version allows you to input your data electronically, and the form with the embedded formulas will calculate the totals.

The D – 2 PDF form requires that you manually input the data, and then you will need to manually calculate and enter the resulting information in the: row totals; four (4) bundle sub totals, and grand total.

**NOTE: A FULL COPY OF THIS DOCUMENT IS AVAILABLE ELECTRONICALLY FROM
Purchasing – See the Purchasing website at www.multcopurch.org and click on the “*Current Bid and Proposal Opportunities*” heading – scroll down to Procurement 4000000546.**

**Printed copies may also be obtained upon request to
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Request your copy by contacting:

503 988-5111 Extension 28763

or

nancy.r.walters@multco.us

ATTACHMENT E
SUBSTITUTION REQUEST FORM

Reference: See Section 2.7

RFP #: 400000546
Multifamily Dwelling Weatherization Measures on a Requirements Basis

Item Number: _____
Specified Product: _____
Proposed Product: _____
Manufacturer: _____
Model Number _____

Attached data includes product description, specifications, drawings, photographs, and any other relevant data for evaluation of the request; applicable portions of the data are clearly identified.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product;
- Same warranty will be furnished for proposed substitution as for specified product;
- Same maintenance service and source of replacement parts, as applicable, is available; and
- Proposed substitution does not affect dimensions and functional clearances.

Submitted by _____
Signed by _____
Firm: _____
Address: _____
Telephone: _____
Date: _____



Multnomah County Review and Action

- Substitution approved
- Substitution rejected. Reason(s): _____

Signed by: _____ Date: _____
Name: _____
Title: _____

ATTACHMENT F
Site Built Housing and Mobile Home Specifications for the
State of Oregon Weatherization Assistance Program 2011

Reference: See Sections 2.7.6 and 2.9

NOTE: A FULL COPY OF THIS DOCUMENT IS AVAILABLE ELECTRONICALLY FROM Purchasing – See the Purchasing website at www.multcopurch.org and click on the “*Current Bid and Proposal Opportunities*” heading – scroll down to Procurement 4000000546.

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Nancy R. Walters, Senior Procurement Analyst.

Request your copy by contacting:

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or

nancy.r.walters@multco.us

ATTACHMENT G
OREGON WEATHERIZATION STATE PLAN 2012-13 FOR U.S. DOE

Reference: See Section 2.7.2

Oregon Weatherization State Plan 2012-13 for U.S., DOE, Appendix D – Health & Safety Plan, sub-section VII, Lead-Based Paint

http://cms.oregon.gov/ohcs/CRD/SOS/docs/USDOE_OREGON_State_Plan_2012-2013_Final.pdf

Information regarding Certification may be obtained from the Oregon Remodelers Association
www.oregonremodelers.com

NOTE: A FULL COPY OF THIS DOCUMENT IS AVAILABLE ELECTRONICALLY FROM Purchasing – See the Purchasing website at www.multcopurch.org and click on the “*Current Bid and Proposal Opportunities*” heading – scroll down to Procurement # 400000546.

**Printed copies may also be obtained upon request to
Nancy R. Walters, Senior Procurement Analyst.**

Request your copy by contacting:

503 988-5111 Extension 28763

or

nancy.r.walters@multco.us

**ATTACHMENT H
REFERENCED WEB SITES AND EMAIL ADDRESSES**

Purchasing Website Cover Page, and Section 1.3:

<http://www.multcopurch.org>

Davis-Bacon Prevailing Wage, Section 2.2.5:

<http://www.wdol.gov/wdol/scafiles/davisbacon/or17.dvb>

Lead Safe Practices, Section 2.7.2:

Oregon Weatherization State Plan 2012-13 for U.S. DOE, Appendix D – Health & Safety Plan, sub-section VII, Lead-Based Paint

http://cms.oregon.gov/ohcs/CRD/SOS/docs/USDOE_OREGON_State_Plan_2012-2013_Final.pdf

Information regarding Certification may be obtained from the Oregon Remodelers Association

www.oregonremodelers.com

OSHA Training and Information Section 2.7.3:

Web sites for OSHA training and information

www.osha.gov/ and

Oregon Energy Coordinators Association (OECA):

<http://www.warmandsafenow.com>

Public Work Projects Section 2.7.4:

Oregon Construction Contractors Board (CCB)

<http://www.oregon.gov/CCB/board.shtml>

Excluded Parties List System (EPLS)

<http://www.gsa.gov/portal/content/101991>; and

<https://www.epls.gov/eplsearch.do>

Employee Healthcare and Other Benefits Section 3.2.3.3:

Oregon Health Plan

http://www.oregon.gov/OHPPR/HSC/current_prior.shtml

ATTACHMENT I

SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT CONTRACT NO. [Insert Contract Number]

This Contract is between MULTNOMAH COUNTY ("County") and [Insert Contractor's Name] ("Contractor").

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be [Insert Date] or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [Insert Date].

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes this document (Standard Terms and Conditions) and: IF APPLICABLE, indicate "Exhibit __ is intentionally omitted."

Exhibit 1 - Statement of Work, Compensation, Payment, and Renewal Terms	Ex. 1 - 1Page
Attachment B - Department-Wide Conditions	Attach B - 4 Pages
Attachment C - Program General Conditions	Attach C - ADSD - 8 Pages; DV - 2 Pages
Attachment D - Certificates	Attach D - 6 Pages
Exhibit 2 - Insurance Requirements	Ex. 2 - 1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	Ex. 3 - 1 Page
Exhibit 4 - Workers' Compensation Exemption Certificate	Ex. 4 - 1 Page
Exhibit 5 - Equal Employment Opportunity Certification Statement	Ex. 5 - 1 Page
Exhibit 6A - Monthly Expenditure Report Form	Ex. 6A - 1 Page
Exhibit 6B - Quarterly Budget Comparison Report Form	Ex. 6B - 1 Page
Exhibit 6C - Contractor Annual Budget Form	Ex. 6C - 1 Page
Exhibit 7 - Criminal History Records Check Certificate	Ex. 7 - 1 Page
Exhibit 8 - Invoice Form	Ex. 8 - 1 Page

CONTRACT SIGNATURES

CONTRACTOR SIGNATURE

NOTE: Contractor must also complete and sign Exhibit 3 and (if attached) Exhibits 4 and 5.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

Signature: _____ Title: _____

Name (print): _____ Date: _____

Contractor Name: _____

Contractor Address: _____

MULTNOMAH COUNTY SIGNATURES

This contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee*: _____ Date: _____

*Department Director signs here for Class 1 Contracts (unless retroactive). For all other contracts, Chair or Chair's designee signs here.

County Attorney Review _____ Date: _____

Reviewed: _____

Jenny M. Morf, ACTING COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

Department Director or Designee: _____ Date: _____

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

- c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

6. Payment on Early Termination. Upon termination pursuant to paragraph 5, payment shall be made as follows:

- a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
- c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.

7. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
- b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
- c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8. Access to Records. Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.

9. Ownership of Work. For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

County shall have no rights in any pre-existing Contractor Intellectual Property of Contractor provided to County by Contractor in the performance of this contract except to copy, use and re-use any such Contractor Intellectual Property for County use only. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do

the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.
11. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office, authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.
18. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
19. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the work.

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No:

**EXHIBIT 1:
STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS**

STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work:

[Enter information]

2. The maximum payment under this Contract, including expenses, is \$X,XXX.XX

3. Contractor shall be paid for the work on the following basis:

[Enter information]

4. Contractor shall submit invoices for the work as follows:**

[Enter information]

5. In addition to the payment provided for in paragraph 3, County will pay expenses on the following terms and conditions:

[Enter information]

6. This contract may be renewed on the following basis:

[Enter information]

7. If funding for this Contract includes federal funds that could impose A-133

Audit requirements, the Catalogue of Federal Domestic Assistance (CFDA) number(s) and titles are shown below. If there is any change to funding for this Contract to add additional federal funds, Contractor will be notified via letter.

CFDA #	Program Title
[Enter Number]	[Enter Title]

**County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. 460000XXXX

EXHIBIT 2: INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included. **THIS COVERAGE IS REQUIRED. If Contractor does not have coverage and claims to be exempt, complete Exhibit 4 in lieu of Certificate.**

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by County Not required by County (**Needs Risk Manager's Approval**)

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. This insurance must include contractual liability coverage.

Required by County Not required by County (**Needs Risk Manager's Approval**)

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by County Not required by County (**Required if vendor is transporting and/or driving as part of performing the duties specified in the contract**)

Additional Requirements. Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County. **The Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the County, its agents, officers, directors, officials, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. Copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County.

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us. **Additional originals, hard copies, or faxes are not necessary.**

Completed by: _____
Contract Originator

****Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/ Property & Liability Programs. Contract Insurance and Indemnification Manual or contact Risk Management/ Property & Liability Programs.

SAMPLE MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. [Insert Contract Number]

EXHIBIT 3:
CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

Note: Contractor MUST Complete A or B below

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that CONTRATOR is a [check one]:

- Corporation Limited Liability Company Partnership Non-Profit Corporation authorized to do business in the State of Oregon

Signature: _____

Title: _____

Date: _____

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.

NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. CONTRACTOR makes a significant financial investment in the business.
- CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature: _____

Date: _____

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

EXHIBIT 4: WORKERS' COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- SOLE PROPRIETOR
CORPORATION - FOR PROFIT
CORPORATION - NONPROFIT
PARTNERSHIP
LIMITED LIABILITY COMPANY

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Contractor who will perform construction work.

Contractor Printed Name: Contractor Signature:

Contractor Title: Date:

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. [Insert Contract Number]

EXHIBIT 5: EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION STATEMENT

Every Contractor executing a contract for more than \$75,000 must complete this Exhibit.

Equal Employment Opportunity (EEO) means eliminating barriers to ensure that all employees are considered for the employment of their choice and have the chance to perform to their maximum potential. EEO practices include, but are not limited to, fairness at work, hiring based on merit and promotion based on talent. It concerns all aspects of employment including recruitment, pay and other rewards, career development and work conditions.

All County Contractors signing new contracts with the County must complete this form. A Contractor who signs Part 1 and later adds employees during the period of performance of any County Contract must immediately notify the County of the change in status and submit an updated form with Part 2 signed. Failure to submit an updated form may result in termination of all existing contracts.

CERTIFICATION

I certify under penalty of perjury that *[check Part 1 or Part 2]*:

Part 1: Contractor has no employees. Should Contractor hire employees at a later date during the term of the Contract, Contractor will immediately notify the Department that issued the Contract and submit an updated Certification with Part 2 completed.

–OR–

Part 2: Contractor has employees. Contractor, as an Equal Opportunity Contractor, does not:

1. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
2. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
3. Coerce the political activity of any person;
4. Deceive or willfully obstruct anyone from competing for employment;
5. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
6. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.

Contractors Signature: _____

Company Name: _____

Signature: _____

Title: _____

Date: _____

**Multnomah County, Department of County Human Services
Service Contract No.**

EXHIBIT 6B: QUARTERLY BUDGET COMPARISON REPORT FORM

QUARTERLY BUDGET COMPARISON REPORT FORM

For Quarter Ended _____

Page ____ of ____

CONTRACTOR: _____ Address: _____
Work/Service Name: _____

	YTD Budget	YTD Actuals	Variance Over/(Under)
Revenue - This Contract:			
State			
County General Fund			
Local 2145			
Title XIX			
Revenue - Other:			
State Funds			
State Funds			
Federal Funds:			
Federal Funds:			
Client Fees			
Third Party Payments			
Contributions			
United Way			
Other:			
Total Revenue			
Expenditures			
Personnel - Salaries & Wages			
Personnel - Taxes & Benefits			
Communications			
Professional Services			
Depreciation			
Education & Training			
Equipment Rental			
Indirect Expenses			
Insurance			
Occupancy			
Office Supplies			
Postage			
Printing			
Other:			
Total Expenditures:			
Excess of Revenue Over Expense:			

I understand that all expenditures reported are subject to audit and that all expenditures must be program related and allowable according to applicable cost principles and regulations. I certify that I am an authorized representative of the above organization and that this statement of expenditures is accurate and true, to the best of my knowledge.

Agency Signature: _____ **Date:** ____/____/____ **Contact Person:** _____

Name, Please Print: _____ **Title:** _____ **Phone:** _____

**Multnomah County, Department of County Human Services
Service Contract No.**

EXHIBIT 6C: CONTRACTOR ANNUAL BUDGET FORM

CONTRACTOR ANNUAL BUDGET FORM

For Fiscal Year July _____ through June _____

CONTRACTOR: _____ Address: _____

1) Work/Service Name: _____ 2) Work/Service Name: _____ 3) Work/Service Name: _____

Revenue - This Contract: Source/Type/Description

State			
County General Fund			
Local 2145			
Title XIX			
Revenue - Other:			
State Funds			
State Funds			
Federal Funds:			
Federal Funds:			
Client Fees			
Third Party Payments			
Contributions			
United Way			
Other:			
Total Revenue:			

Expenditures

Personnel - Salaries & Wages			
Personnel - Taxes & Benefits			
Communications			
Professional Services			
Depreciation			
Education & Training			
Equipment Rental			
Indirect Expenses			
Insurance			
Occupancy			
Office Supplies			
Postage			
Printing			
Other:			
Total Expenditures:			

Total Budgeted Expenditures For Entire Organization: \$ _____

(Required for determination of Annual Audit Requirements)

Agency Signature: _____ Date: ____/____/____ Contact Person: _____

Name, Please Print: _____

Title: _____ Phone: _____

Multnomah County, Department of County Human Services
Service Contract No.

EXHIBIT 7: CRIMINAL HISTORY RECORDS CHECK CERTIFICATE

CERTIFICATE OF COMPLIANCE

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181. 533-537 and OAR 407-007-0000 through 407-007-0370 and this Department of County Human Services Contract. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah County and ORS 181. 533-537 and OAR 407-007-0000 though 407-007-0370 remain in effect.

PRINTED NAME: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

