

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agreement with Good Energy Retrofit LLC for  
Weatherization Major Measure Construction Services

<b>Purpose / Outcome</b>	To continue to increase energy efficiency to low-income client homes
<b>Fiscal Impact</b>	\$1,050,000 over a three (3) year per period
<b>Funding Source</b>	Department of Energy, Low-Income Energy Assistance Program, Energy Conservation Helping Oregonians, Bonneville Power Administration (USDOE) and leveraged private utility funds. No County General Funds are involved.
<b>Duration</b>	1-year contract with one (1) option to extend for an additional two (2) year period.
<b>Strategic Plan Alignment</b>	1. Provide energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Jacque Meier, Weatherization Services Program Manager, (503) 650-3339, <a href="mailto:jacquemei@clackamas.us">jacquemei@clackamas.us</a> .

**BACKGROUND**

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families. Work may include insulation, air sealing measures, furnace replacement, and window and door replacement.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

## **PROCUREMENT PROCESS**

On October 31, 2017, a Request for Proposals to develop a qualified list of weatherization contractors was issued. The RFP closed on January 16, 2018, having received six (6) proposals. It was determined that all proposals meet the criteria outlined in the RFP and award was made to all six (6) Proposers.

The agreement has been reviewed and approved by County Counsel.

## **RECOMMENDATION**

Staff respectfully recommends the Board approve the agreement with Good Energy Retrofit LLC to provide weatherization contracting services and delegate authority to the Department Director to sign all documents necessary in the ongoing performance of this Contract.

Respectfully Submitted,

Richard Swift  
Health, Housing, and Human Services Director

Placed on the \_\_\_\_\_ Agenda by the Procurement Division.

## WEATHERIZATION CONSTRUCTION CONTRACT

This Weatherization Construction Contract (this “Contract”) is entered into between **Good Energy Retrofit LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization construction services for the Community Solutions Division.

**Section 1. Purpose:** The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific material, labor, and services (“Work”) to be provided by the Contractor (“Project”).

**Section 2. Effective Dates:** This Contract shall become effective upon signature of both parties and shall continue through June 30, 2019, with the option to extend for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

**Section 3. Contract Documents:** This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order\*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

\* Work Orders will be comprised of a County Purchase Order that will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

**Section 4. Consideration:** This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$1,050,000.00. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance of all Work described and reasonably inferred from the Contract Documents.

**Section 5. Contract Payments:**

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the

County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

**Section 6. Permits-Licenses-Safety:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

**Section 7. Materials-Improvements:** Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

**Section 8. Responsibility for Work:** The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

**Section 9. Final Inspection:** The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

**Section 10. Emergency Conditions-Suspension of Activities:** The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

**Section 11. Other Payments, Contributions and Liens:** Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.

- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

**Section 12. Medical Care:** The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

**Section 13. Labor Laws** Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 which is incorporated herein by this reference.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**Section 14. Responsibility for Damages and Indemnity:** Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**Section 15. Insurance:** Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.  
  
This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

**Section 16. Extension of Time:** An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

**Section 17. Alterations in Details:** The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the

representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

**Section 19. Claims Review Process:** A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County’s decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within

sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by County, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

**Section 20. Violations, Suspension and Cancellation:** If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

**Section 21. Subcontracting:** It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

**Section 22. Assignment of Contract:** The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or



otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

**Section 23. Notices:** Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

**Section 24. Authorized Representative:** During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

**Section 25. Inspection:** The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

**Section 26. Removal of Equipment and Materials:** It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

**Section 27. Liability of Public Officials:** In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County’s authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**Section 29. Termination:** This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**Section 30. Description of a Contractor:** The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as

benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

**Section 31. Constitutional Debt Limitation:** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**Section 32. Access to Records:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**Section 33. Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**Section 34. Hazard Communication:** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide safety data sheets for the products subject to this provision.

**Section 35. Intended Third Party Beneficiaries:** Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

**Section 36. Warranty:** Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

**Section 37. Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

**Section 38. Liquidated Damages:** It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees that the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

**Section 39. Federal Assurances**

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  8. The Contractor will include the portion of Section 39.A.1 through 39.A.8 in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

**Section 40. Survival:** All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Good Energy Retrofit LLC

Clackamas County

\_\_\_\_\_  
Authorized Signature                                  Date

\_\_\_\_\_  
Chair    Date

\_\_\_\_\_  
Name / Title Printed

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
CCB License Number

APPROVED AS TO FORM

\_\_\_\_\_  
Oregon Business Registry Number

\_\_\_\_\_  
County Counsel    Date

\_\_\_\_\_  
Entity Type / State of Formation

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: \_\_\_\_\_

Representative Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT A  
Request for Proposals #2017-18 - Weatherization Major Measure Contractors



REQUEST FOR PROPOSALS #2017-18  
FOR  
WEATHERIZATION MAJOR MEASURE CONTRACTORS  
BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

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Donald Krupp  
County Administrator

George Marlton  
Procurement Division Director

Patricia Bride  
Senior Procurement & Contract Analyst Sr.

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** November 9, 2017

**TIME:** 2:00 PM, Pacific Time

**PLACE:** Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045



## **SCHEDULE**

Request for Proposals Issued.....	October 11, 2017
Protest of Specifications Deadline.....	October 25, 2017, 2017, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	October 31, 2017, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 6, 2017, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2018

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Section 6 – Sample Contract.....	21

### **List of Attachments:**

- Attachment A – Site Built Sample Work Order
- Attachment B – Manufactured Home Sample Work Order
- Attachment C – Weatherization Major Measure List
- Attachment D – Clackamas County Install Expectations

**SECTION 1  
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its Community Solutions Division will receive sealed Proposals per specifications until **2:00 PM, November 6, 2017** (“Closing”), to provide private residence weatherization construction services. No Proposals will be received or considered after that time.

The resulting contracts from this RFP will have a term from the effective date through June 30, 2019, with an option to renew for two (2) additional years.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, **2051 Kaen Road, Oregon City, OR 97045**, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Division attention George Marlton, Director at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, Veteran, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

**2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Section 6. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of the Instructions to Proposers Section of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**2.19 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.20 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.21 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.22 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.23 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.24 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.25 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.26 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.27 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.28 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.29 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender

identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.30 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.



## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County Department of Health, Housing and Human Services (“H3S”) seeks to increase the energy efficiency of low-income client homes. To achieve this goal, H3S is establishing a ranked list of contractors qualified to perform weatherization services in single family housing for eligible low-income families throughout Clackamas County (“County”).

### **3.2 BACKGROUND**

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

### **3.3. SPECIAL CONSIDERATIONS**

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

- All residents receiving weatherization services will be treated with dignity and respect; and
- The SFWP 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.

#### **Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio**

All weatherization projects issued by the County are subject to rules and agreements between the 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. The 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.

The 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 the contract, the best value 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 accepted 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 allowable for the unique line items as shown in the Sample Work Order (“SWO”).

## **SCOPE OF WORK**

### **3.3.1. Work Order Assignment**

The County will develop WOs based on energy audits, and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the best value to the first available Contractor subject to the SIR requirements, work cap, bonding limitation and acceptance of the work.

In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard bidding specifications, the County may, at the County's sole discretion, request project specific pricing from all eligible Contractors. Such action will be for this specific WO only and will not result in the recalculation of the original proposer ranking.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs reaching 45 calendar days old or more may be put on restriction from receiving additional WOs issued by the County.

### **3.3.2 Work Assignments and Pre-Job Energy Audit**

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

1. The County will perform a weatherization audit for each dwelling prior to assigning a work order ("WO").
2. 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 WO's and reserves the right to determine which weatherization measures are to be included in any individual WO.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. If the costs identified, from an individual Contractor makes the proposed measures too expensive to be cost effective, the next best value and available Contractor in line will be selected for the project. The same standard WO will be applied to each subsequent selected contractor.
6. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.
7. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.
8. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
9. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
10. Contractors may receive WO's that do not require specialized certifications. WO's where governmental agencies require specialized certification, licensing, and/or completion of approved/required training prior to performance of unique work activities including, but not limited to, Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft. testing) the Contractor will only be assigned these unique work activities if all

governmental requirements are met and maintained as current by the Contractor. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level.

### **3.3.3 Work Cap**

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. We understand that circumstances may arise that cause a Contractor to refuse WO's. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

### **3.3.4 Target Population Served**

The target populations to be served by this RFP are low-income households, living within the County. All households served will have qualified via the County's application process, been referred for audit from an approved County waiting list, and been audited by the County.

### **3.3.5 Geographic Borders / Limitations & Service Areas**

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

### **3.3.6 Funding**

CSD has budgeted an estimated \$1.2M annually, subject to change from one budget cycle to the next, for this program. Funding sources for the programs come from Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. Funding amount described in this solicitation is not guaranteed.

### **3.3.7 Technical Training**

Periodically CSD, at its cost for the training (but not including Contractor labor costs), may make available training opportunities to Contractors and their staff. Such training may be a requirement for continued participation in the program based on Contractor performance.

## **3.4 Scope of Services**

### **3.4.1 General Provisions**

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the below specifications which may change from time to time, (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and Oregon Weatherization Assistance Plan for U.S. DOE) as a part of the RFP.

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 / substitution items will be considered at the time of issuance of a WO or during the performance of work.

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, manuals, 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., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

### **3.4.2 Price Escalation / De-Escalation**

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the CSD for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WO's. The Contractor will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractor will not be allowed to be changed for the first (1st) year of the executed contract.

### **3.4.3 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 Division 2 Subdivision Z, et seq with product identifier, a signal word, hazard statements, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are

unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OR OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

#### **3.4.4 Disqualification**

Should a Contractor become disqualified from performing work the Contractor is required to;

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

The System for Award Management ("SAM") identifies contractors that are debarred, while the Oregon Construction Contractors Board ("CCB") identifies contractor's license status, such as Active, or Suspended.

##### 3.4.4.1 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 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."

##### 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>

##### 3.4.4.2 SAM - Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract. For additional information visit the

website at [www.sam.gov](http://www.sam.gov). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

### **3.4.5 Lead Safe Weatherization**

The County has the expectation that all weatherization work performed on 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 the current version of the Oregon Weatherization State Plan for U.S. DOE, Appendix D – Health & Safety Plan, Lead-Based Paint for containment information.

[http://www.oregon.gov/ohcs/Pages/low\\_income\\_weatherization\\_assistance\\_oregon.aspx](http://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx)

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 WO assignment to a contractor) DOE Oregon State Plan

All Contractors, and their personnel who will be working on County contracted job sites are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related WO in complexes or homes built before 1978. For awarded Contractors, proof of Lead Renovation, Repair and Painting Rule (“LRRP”) certification *must* be submitted to the County prior to contract execution. No WOs 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 WOs shall be issued until the standards are met.

Information regarding Certification may be obtained from the Oregon Remodelers Association:  
[www.oregonremodelers.org](http://www.oregonremodelers.org)

### **3.4.6 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 WO(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 CSD within 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.

### **3.4.7 Specifications – Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (“OWAP”), which may be updated from time to time and can be located at:**

[http://www.oregon.gov/ohcs/Pages/weatherization\\_training\\_manuals.aspx](http://www.oregon.gov/ohcs/Pages/weatherization_training_manuals.aspx)

All work shall be completed in compliance with, the then current versions of the OWAP, hereby incorporated by reference. It is the contractor's responsibility to ensure that all their current work products and operations reflect the currently issued version (at the time of a WO assignment to a contractor).

Within the short descriptions contained in this Major Measure Price Sheet ("MMPS"), various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that program standards (e.g., Clackamas County Install Expectations) exceed requirements outlined in the OWAP, the higher standard shall be used.

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

### **3.4.8 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.

### **3.4.9 Use of Recycled Materials**

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

### **3.4.10 Major Measure Items**

Located in the Attachment - C Weatherization Major Measure List are brief excerpts from the technical specifications / descriptions for each measure item that may be included in a WO.

### **3.4.11 Performance Measures and Performance Reporting**

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 Clackamas County billing/invoice procedures and requirements**, as outlined the Required Contractor Workshop Training class, and resulting executed contract(s) from this solicitation. Weatherization measures shall be installed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), 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 WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(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.

Each accepted WO must be completed by the awarded Contractor within 45 calendar days from acceptance of WO. If a WO falls outside of this timeframe, the Contractor may be placed on restriction and not assigned new WOs until the currently open WO has been completed and approved by the County. Each return inspection after the initial failure may be 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 \$100 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.

**3.4.12 Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2019**, with an option to review for two (2) additional years. At the end of the initial term of the contract, the County, at its sole discretion, can extend contracts to additional Contractors as deemed necessary and in the best interest of the County.



## SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

### **4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
<b>Available points</b>	<b>0-100</b>

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## **SECTION 5 PROPOSAL CONTENTS**

### **5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** An original (clearly indicated) and **six (6)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

**5.1.2.** Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

### **Provide the following information in the order in which it appears below:**

### **5.2. Proposer's General Background and Qualifications:**

- Description of the firm.
- Describe your experience with OWAP for the installation of approved weatherization materials.
- Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Number of years' experience providing energy upgrades.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### **5.3. Scope of Work**

- Provide the below information, copies provided where appropriate
  - Oregon CCB License
  - Sam.gov/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - LEAD renovators certifications
  - Employer Identification Number
  - Other appropriate licenses (specify)
- Describe firm's standard mobilization time from the time of issuance of a WO.
- Describe composition and number of crews available for work.
- Describe how your firm will provide for trade related work (i.e., in house or subcontracted).
- Describe project understanding and approach.

### **5.4. Fees - Complete the Single Family Weatherization Major Measure Price Sheet**

### **5.5. References**

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

### **5.6. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**WEATHERIZATION MAJOR MEASURE CONTRACTORS**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[ ] Resident Bidder, as defined in ORS 279A.120

[ ] Non-Resident Proposer, Resident State \_\_\_\_\_

Oregon Business Registry Number \_\_\_\_\_

Contractor's Authorized Representative

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Manager:

Name \_\_\_\_\_ Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SECTION 6**  
**SAMPLE CONTRACT FORM**

**WEATHERIZATION CONSTRUCTION CONTRACT**

This Weatherization Construction Contract (this “Contract”) is entered into between **XXXXXXXXXX** (“Contractor”) and Clackamas County (“County”) to provide weatherization construction services for the Community Solutions Division.

**Section 1. Purpose:** The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific material, labor, and services (“Work”) to be provided by the Contractor (“Project”).

**Section 2. Effective Dates:** This Contract shall become effective upon signature of both parties and shall continue through June 30, 2019, with the option to extend for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

**Section 3. Contract Documents:** This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order\*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

\* Work Orders will be comprised of a County Purchase Order that will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

**Section 4. Consideration:** This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$XXXX. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

**Section 5. Contract Payments:**

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

**Section 6. Permits-Licenses-Safety:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

**Section 7. Materials-Improvements:** Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

**Section 8. Responsibility for Work:** The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

**Section 9. Final Inspection:** The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

**Section 10. Emergency Conditions-Suspension of Activities:** The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

**Section 11. Other Payments, Contributions and Liens:** Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

**Section 12. Medical Care:** The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

**Section 13. Labor Laws** Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) which is incorporated herein by this reference.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**Section 14. Responsibility for Damages and Indemnity:** Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**Section 15. Insurance:** Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.
- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with

limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

- E. If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor’s insurer will provide “tail” coverage as subscribed, whichever is greater, or continuous “claims made” liability coverage for thirty-six (36) months following the Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the coverage’s retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

**Section 16. Extension of Time:** An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

**Section 17. Alterations in Details:** The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

**Section 19. Claims Review Process:** A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section.



Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be

mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

**Section 20. Violations, Suspension and Cancellation:** If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

**Section 21. Subcontracting:** It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

**Section 22. Assignment of Contract:** The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

**Section 23. Notices:** Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

**Section 24. Authorized Representative:** During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

**Section 25. Inspection:** The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

**Section 26. Removal of Equipment and Materials:** It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

**Section 27. Liability of Public Officials:** In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**Section 29. Termination:** This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the

services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**Section 30. Description of a Contractor:** The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

**Section 31. Constitutional Debt Limitation:** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**Section 32. Access to Records:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**Section 33. Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**Section 34. Hazard Communication:** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

**Section 35. Intended Third Party Beneficiaries:** Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

**Section 36. Warranty:** Contractor warrants to County and the Worksite Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion, and successful final inspection. In addition to Contractor’s warranty, manufacturer’s warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

**Section 37. Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

**Section 38. Liquidated Damages:** It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor’s failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

**Section 39. Federal Assurances**

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

**Section 40. Survival:** All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Richard Swift, Director                      Date

\_\_\_\_\_  
Name / Title Printed

APPROVED AS TO FORM

\_\_\_\_\_  
CCB License Number

\_\_\_\_\_  
Oregon Business Registry Number

\_\_\_\_\_  
County Counsel                                      Date

\_\_\_\_\_  
Entity Type / State of Formation



## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name:

Representative Name and Title:

Signature:

Date:



# ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

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	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

### INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each			-	-
7	Seal Plumbing Penetrations	1	each			-	-
86	Jamb Up Weatherstrip Kit	2	each			-	-

Your total for these Infiltration line items should be equal to or below \$950

- <\$950 Maximum Budget for Infiltration measures

### CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft			-	-
10	R27 Blown-in Fiberglass	468	sq ft			-	-
24	Roof Vent with 92 NFA	4	each			-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

### WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

### FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

### DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

### DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
----	--	---	--------	--	--	---	---

Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

### HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

**Grand Total Of 7 "Bundles"      -      \$12,000.00 Maximum Budget for All Measures**

**ATTACHMENT B  
MANUFACTURED HOME SAMPLE WORK ORDER**

<b>SF - Mobile Home - Sample Work Order</b>				<b>ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE</b>			
Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L & M	
<b>FLOOR MEASURE</b>							
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00
							<\$4,500 Maximum Budget for Floor measure
<b>DUCT SEALING MEASURE</b>							
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00
							<\$1,000 Maximum Budget for Duct Sealing measure
<b>WINDOW MEASURE</b>							
111	Vinyl Replacement Window	141	sq ft			0.00	0.00
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00
							<\$6,900 Maximum Budget for Window measures
<b>Grand Total Of 3 "Bundles"</b>							<b>0.00 \$12,400 Maximum Budget for All Measures</b>

Your total for this Floor line item should be equal to or below \$4,500

Your total for this Duct Seal line item should be equal to or below \$1,000

Your total for these Windows line items should be equal to or below \$6,900

**ATTACHMENT C  
WEATHERIZATION MAJOR MEASURE LIST**

<b>RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet</b>				
		<b>Vendor Name:</b>		
<b>Item #</b>	<b>Description</b>	<b>Labor</b>	<b>Material</b>	<b>Total</b>
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic )			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

**ATTACHMENT D**  
**CLACKAMAS COUNTY INSTALL EXPECTATIONS**

**CLACKAMAS COUNTY WEATHERIZATION REQUIRED**  
**MEASURE INSTALL EXPECTATIONS**

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.



**ATTACHMENT B  
CONTRACTORS RESPONSE**

**Clackamas County  
2017-18 Weatherization Major Measure Contractors RFP**

**Submitted by:**

**Good Energy Retrofit, LLC  
1132 SW 57<sup>th</sup> Ave.  
Portland, OR 97221  
503-318-1323  
kris@gerpdx.com**

**Closing Date & Time: December 14, 2017. 2:00pm**

**This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.**

## **5.2: Proposer's General Background & Qualifications:**

### **Description of Firm:**

Founded in 2011, Good Energy Retrofit, LLC is a certified woman-owned general contracting construction company. We specialize in Home Performance with Energy Star assessments and whole home upgrades including insulation, window, high efficiency heating and water heating weatherization and electrical installations, as well as seismic retrofits and general remodeling. We currently have 6 employees and two full-time crews. Kris Grube is the owner and operator of the company and has 15 years of general construction experience and 9 years' energy efficiency and weatherization experience. Ernesto Melo, our Director of Construction Services has 19 years' weatherization installer and supervisory experience. Ernesto has been the crew supervisor for Good Energy Retrofit jobs since 2011, initially on a subcontracting basis.

### **Description of experience with OWAP for the installation of approved weatherization materials:**

Kris Grube has been a prime contractor for Enhabit (formerly Clean Energy Works) since its inception in 2010. She has extensive experience and a thorough knowledge of the specifications required for BPI (Building Performance Institute), PTCS (Performance Tested Comfort System Duct Testing and Sealing) and Energy Trust of Oregon compliant work. Ernesto Melo has 19 years' experience managing installations requiring adherence to those specifications and seven years' experience performing work specifically following the Oregon Weatherization Assistance Program specifications and requirements. A high percentage of our jobs have required, and successfully passed, third-party program inspections.

### **Credentials & experience of key-individuals that would be assigned to this project.**

#### **Identify crew leader who will lead on-site work:**

Kris Grube is BPI, PTCS & Lead RRP Certified. Her company has consistently maintained a 3-star Energy Trust Rating. She has owned and operated a construction company since 2003. Her construction career began with residential remodeling in 2003 and in 2008 she began specializing in weatherization and energy efficiency. Currently, she also specializes in seismic retrofits and has returned to general remodeling services. Kris provides project management, sales and business administration for the company, and is actively involved in project oversight both in the field and from the office.

Ernesto Melo, our on-site lead, has built a 19-year career specialized in weatherization. In 2000, he started working as an installer and in 2004 he advanced to Supervisor leading crews performing high volume insulation services. He has previously worked for firms such as All-Weatherization, Gale, and Green Energy Solutions, serving individuals and large programs such as Clean Energy Works, Multnomah County and Clackamas County.

Emiliano Mejia, will also work as an on-site lead when Ernesto is not available. He has 8 years' weatherization experience and is our lead carpenter and finishing crew member. He is skilled and experienced with air and duct sealing.

**Description of providing similar services to public entities of similar size within the past five (5) years:**

Good Energy Retrofit has been a contractor for Enhabit (formerly Clean Energy Works) from 2010 to now. For the past 3 years, we have provided low-income contracting services for NAYA (The Native American Youth Alliance) and The City of Portland Housing Bureau, performing about 40 weatherization and critical repair projects this past year.

Ernesto, while working for Green Energy Solutions, was the crew supervisor for the following Low Income County Weatherization programs: Multnomah County projects from 2011 to 2016; Washington County from 2011 to 2012; and Clackamas County from 2015 to 2016.

**Number of years' experience providing energy upgrades:**

Good Energy Retrofit has provided energy upgrades to single family residences for 9 years. Ernesto Melo has 19 years' experience installing and managing energy efficiency upgrade projects, and Emiliano Mejia has 8 years industry experience with both site built and manufactured homes.

**Description of the firm's ability to meet the requirements in Section 3:**

We have read and can meet all of the requirements in Section 3, including, but not limited to the following: We are able to comply with the Master Grant Agreement and Savings to Investment Ratio requirements. We are able to complete our projects within 45 days of issuance of work order. We have all the skills to perform the Counties Work Assignments, including credentials to perform CAZ Testing and Pressure Balancing. We are competent working with diverse clients and on both site-built and manufactured homes. We hold all required credentials. We can meet all warranty requirements and have organized and effective administrative systems to manage the volume and complexity of program paperwork.

**Description of what distinguishes the firm from other firms performing a similar service:**

Being a female run firm is probably our biggest distinguishing factor. Kris has a background in social work and Ernesto is a very thoughtful and conscientious individual. We bring a respectful attitude to our clients, whether they are individuals desiring the most cutting edge efficiency options, or those struggling to get by and manage even basic care of their homes. We have strong skills communicating effectively with a wide range of people and enjoy working with diverse individual and providing an understanding experience for all of our clients.

We are also knowledgeable and experienced in building science. Having completed over 1,000 Home Performance Assessments and hundreds of energy efficiency retrofits on homes, we have a solid portfolio of work demonstrating our understanding of important factors such as pressure differentials, moisture movement, ventilation needs, etc.

## 5.2 Attachments

Employee Certification Copies

### **5.3 Scope of Work:**

Oregon CCB Number: 194841

DUNS Number: 080995153

Oregon Lead Based Paint Renovation Contractors License Number: LBPR194841

Lead Renovators Certifications – Attached for Kris Grube, Ernesto Melo & Emiliano Mejia.

Employer Identification Number: 45-2959476

Oregon Women Owned Business (OWESB) Certification Number: 7544

Other License Certificates attached:

Kris Grube, BPI & PTCS.

Ernesto Melo & Emiliano Mejia, EPDM.

#### **Good Energy Retrofit’s standard mobilization time from time of issuance of work order:**

We are typically one to two weeks out. We will reserve calendar space in advance of receiving work orders to assure that we have the capacity to meet the County’s requirements.

#### **Crew Composition:**

We have two crews of two workers. Ernesto will act as primary on-site lead for both crews, and will be backed up by Kris and Emiliano.

#### **How Good Energy Retrofit will provide for trade related work:**

All insulation, air sealing and carpentry work is preformed in-house. We preform our window installation in-house and through a sub-contractor, HELP Group occasionally when needed to maintain capacity. We subcontract our electrical to ABC Electrical, plumbing to Ranieri Plumbing and HVAC services to Petra Heating and Air Conditioning or The Heat Pump Store. We are considering changing to a Clackamas County based electrician for these projects and will confer with the County about subcontracting protocol.

#### **Project Understanding and approach:**

We are experienced with the County Weatherization Assistance Program processes. We understand that the County will provide the assessment and establishment of scope of work, and that contractors will be chosen based on our ranking and adherence to the modeling, rules of the MGA and SIR requirements. We will follow the OWAP Field Guide and Standards when performing our work and adhere to all other Scope of Work requirements outlined in Section 3 of the RFP.

**5.4 ATTACHMENTS: FEES**

**SITE BUILT & MANUFACTURED HOME SAMPLE WORK ORDER**

**AND**

**SINGLE FAMILY WEATHERIZATION MAJOR MEASURE PRICE LIST**

## **5.5 REFERENCES:**

**Eron Riddle, Community Development Project Coordinator**

**NAYA Family Center**

WX 2.0 Project Manager

5135 NE Columbia Blvd, Portland, OR 97218

503-288-8177 EXT 226

eronr@nayapdx.org

**Tim Miller, CEO**

**Enhabit**

1733 NE 7th Ave, Portland, OR 97212

503.490.3014

tim.miller@enhabit.org

**Jose Flores, Weatherization Lead Inspector**

**Multnomah County Youth & Family Services Division**

421 SW Oak St, Suite 200, Portland, OR 97204

503-988-7436

Jose.flores@multco.us



## 5.6 Attachment

Signed Proposal Certification

**PROPOSAL CERTIFICATION**  
**WEATHERIZATION MAJOR MEASURE CONTRACTORS**

Submitted by: Good Energy Retrofit, LLC

(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
  2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number 790523-96

Contractor's Authorized Representative

DocuSigned by:  
*Kris Grube*  
A64FBEECF19A443

Signature: \_\_\_\_\_ Date: 12-12-17  
Name: Christine M. Grube Title: Owner  
Firm: Good Energy Retrofit, LLC  
Address: 1132 SW 57th Ave  
City/State/Zip: Portland, OR 97221 Phone: (    ) \_\_\_\_\_  
e-mail: kris@gerpdx.com Fax: \_\_\_\_\_

Contract Manager:

Name Kris Grube Title: Owner  
Phone number: 503-318-1323  
Email Address: kris@gerpdx.com

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet				
Vendor Name:		Good Energy Retrofit		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material		20%	20%
1	Hourly Rate	\$ 75.00		
2	Post Blower Door Operations.	\$ 150.00		\$ 150.00
3	Blower Door Directed Air-Sealing	\$ 80.00	\$ 20.00	\$ 100.00
4	2- part Polyurethane foam system	\$ 3.00	\$ 2.00	\$ 5.00
5	Sheetrock	\$ 18.00	\$ 2.00	\$ 20.00
6	Seal Chimney Chaseway (basement & attic)	\$ 150.00	\$ 150.00	\$ 300.00
7	Seal interior plumbing penetrations	\$ 150.00	\$ 150.00	\$ 300.00
8	Attic Heat Producing Fixtures	\$ 30.00	\$ 20.00	\$ 50.00
8.1	R-49 Blown-in Fiberglass	\$ 0.97	\$ 1.03	\$ 2.00
9	R-38 Blown-in Fiberglass	\$ 0.87	\$ 0.71	\$ 1.58
10	R-27 Blown-in Fiberglass	\$ 0.82	\$ 0.63	\$ 1.45
11	R-19 Blown-in Fiberglass	\$ 0.76	\$ 0.54	\$ 1.30
12	R-38 Blown-in Cellulose	\$ 0.90	\$ 0.85	\$ 1.75
12-1	R-49 Blown-in Cellulose	\$ 1.00	\$ 1.10	\$ 2.10
13	R-27 Blown-in Cellulose	\$ 0.87	\$ 0.63	\$ 1.50
14	R-19 Blown-in Cellulose	\$ 0.81	\$ 0.98	\$ 1.40
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 0.50		\$ 0.50
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 2.50	\$ 1.50	\$ 4.00
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 0.60	\$ 0.80	\$ 1.40
18	R-21 Kraft-faced Fiberglass	\$ 0.60	\$ 1.00	\$ 1.60
19	Tyvek/FSK/Equivalent	\$ 0.30	\$ 0.30	\$ 0.60
20	Twine only	\$ 0.30	\$ 0.30	\$ 0.60
21	R-13 Blown- in Fiberglass Insulation	\$ 1.10	\$ 1.20	\$ 2.30
22	R-15 Kraft-faced Fiberglass batt	\$ 0.60	\$ 0.95	\$ 1.55
23	Roof Vent 50 NFA	\$ 70.00	\$ 30.00	\$ 100.00
24	Roof Vent 92 NFA	\$ 70.00	\$ 40.00	\$ 110.00
25	Gable Vent	\$ 100.00	\$ 40.00	\$ 140.00
26	Soffit Vent or Freeze block Vent	\$ 40.00	\$ 20.00	\$ 60.00
27	Repair &/or Replace Flat Access Door	\$ 80.00	\$ 40.00	\$ 120.00
28	Cut & Make New Operable Flat Attic Access	\$ 130.00	\$ 70.00	\$ 200.00
30	Wx & Insulate Existing Flat Attic Access	\$ 50.00	\$ 50.00	\$ 100.00
31	Repair &/or Replace Knee-wall Access Door	\$ 100.00	\$ 50.00	\$ 150.00
32	Cut & Make Operable Knee-wall Access	\$ 130.00	\$ 70.00	\$ 200.00
33	Cut in & Make inoperable Knee-wall Access	\$ 110.00	\$ 40.00	\$ 150.00
34	Wx & Insulate Existing Knee-wall Access	\$ 40.00	\$ 30.00	\$ 70.00

35	Install New Ground Cover	\$ 0.30	\$ 0.20	\$ 0.50
36	Water Pipe Insulation	\$ 2.50	\$ 0.50	\$ 3.00
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$ 1.25	\$ 0.50	\$ 1.75
40	R-25 Faced Fiberglass Batts	\$ 0.90	\$ 1.15	\$ 2.05
41	R-30 Faced Fiberglass Batts	\$ 0.90	\$ 1.20	\$ 2.10
42	R-25 Fiberglass Floor Blow (Site built)	\$ 1.50	\$ 1.50	\$ 3.00
43	R-30 Fiberglass Floor Blow (Site built)	\$ 1.50	\$ 1.75	\$ 3.25
44	Floor with Ducts (additional labor only)	\$ 0.10		\$ 0.10
46	Twine Floor only	\$ 0.70	\$ 0.10	\$ 0.80
47	Irregular Joist Space (additional labor only)	\$ 0.25		\$ 0.25
48	Low-Clearance (additional labor only)	\$ 0.35		\$ 0.35
49	Air Barrier	\$ 0.50	\$ 0.30	\$ 0.80
50	16 x 8 Vent in Wood/rescreen existing	\$ 55.00	\$ 20.00	\$ 75.00
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass	\$ 0.70	\$ 1.00	\$ 1.70
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass	\$ 0.80	\$ 1.10	\$ 1.90
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)	\$ 550.00	\$ 150.00	\$ 700.00
57	2x4 R-13 Cellulose High Density	\$ 1.10	\$ 0.80	\$ 1.90
58	2x6 R-25 Cellulose High Density	\$ 1.25	\$ 1.55	\$ 2.80
59	2x8 R-30 Cellulose High Density	\$ 1.35	\$ 1.70	\$ 3.05
60	2x10 R-38 Cellulose High Density	\$ 1.45	\$ 2.10	\$ 3.55
61	2x12 R-44 Cellulose High Density	\$ 1.55	\$ 2.50	\$ 4.05
62	R-13 Fiberglass	\$ 1.10	\$ 0.80	\$ 1.90
63	R-13 Cellulose High Density	\$ 1.10	\$ 0.80	\$ 1.90
64	Install Cellulose Insulation in wall cavities, not high density	\$ 1.10	\$ 0.60	\$ 1.70
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$ 1.10	\$ 0.60	\$ 1.70
66	R-13 High Density Fiberglass	\$ 1.10	\$ 0.80	\$ 1.90
67	R & R Shake Siding	\$ 0.30		\$ 0.30
68	R & R Wood Siding	\$ 0.40		\$ 0.40
69	R & R Vinyl Siding	\$ 0.40		\$ 0.40
70	R & R Metal/Aluminum Siding	\$ 0.80		\$ 0.80
71	R & R Asbestos Siding	\$ -		\$ -
72	R & R Blind-Nailed Asbestos Siding	\$ -		\$ -
73	R & R Asphalt Siding	\$ 3.50		\$ 3.50
74	Access Drill and Fill	\$ 1.00		\$ 1.00
75	Intentionally left blank			
76	Drill and Fill Stucco Siding	\$ 1.50		\$ 1.50
77	Drill & Fill, access through interior walls	\$ 1.00		\$ 1.00
78	Batt & cover open bump out	\$ 14.00	\$ 6.00	\$ 20.00
79	Block & Blow Closed Bump Out	\$ 2.50	\$ 2.00	\$ 4.50
80	Remove & Replace Existing Bath Fan	\$ 750.00	\$ 350.00	\$ 1,100.00

81	Vent Existing Bath Fan	\$ 100.00	\$ 200.00	\$ 300.00
82	Remove & Replace Existing Kitchen Fan	\$ 550.00	\$ 300.00	\$ 850.00
83	Vent Existing Kitchen Fan	\$ 100.00	\$ 200.00	\$ 300.00
83.1	Install New Kitchen Range Hood	\$ 550.00	\$ 300.00	\$ 850.00
83.2	Install a Humidistat Timer Switch	\$ 100.00	\$ 50.00	\$ 150.00
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$ 100.00	\$ 50.00	\$ 150.00
83.4	Install New Bath Fan	\$ 950.00	\$ 450.00	\$ 1,450.00
84	Furnish and Install Dryer Vent	\$ 100.00	\$ 100.00	\$ 200.00
85	Fresh Air 80	\$ 125.00	\$ 110.00	\$ 235.00
86	Jamb up Weatherstrip Kit	\$ 70.00	\$ 50.00	\$ 120.00
87	Threshold & Door Shoe	\$ 200.00	\$ 80.00	\$ 280.00
88	Retractable Sweep	\$ 80.00	\$ 40.00	\$ 120.00
89	R & R keyed alike Lockset	\$ 100.00	\$ 45.00	\$ 145.00
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank	\$ 300.00	\$ 200.00	\$ 500.00
92	R&R Pre-hung Door R-7	\$ 500.00	\$ 400.00	\$ 900.00
93	R&R Manufactured Home Door R-7	\$ 350.00	\$ 400.00	\$ 750.00
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent	\$ 3.00	\$ 3.50	\$ 6.50
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 3.00	\$ 3.80	\$ 6.80
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic )	\$ 3.75	\$ 3.50	\$ 7.25
98	R-21 Fiberglass Floor Blow	\$ 1.90	\$ 2.90	\$ 4.80
99	R-30 Fiberglass Floor Blow	\$ 2.10	\$ 3.10	\$ 5.20
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 2.00	\$ 3.00	\$ 5.00
101	Add Cold Air Return grille in furnace closet door	\$ 70.00	\$ 50.00	\$ 120.00
102	Seal Ducts Single Wide	\$ 600.00	\$ 200.00	\$ 800.00
103	Seal Ducts Double Wide	\$ 750.00	\$ 350.00	\$ 1,100.00
104	Seal branch duct connection (cut open where identified)	\$ 150.00	\$ 100.00	\$ 250.00
105	Replace existing crossover duct	\$ 200.00	\$ 285.00	\$ 485.00
106	Install Blue/Pink Board	\$ 2.00	\$ 2.00	\$ 4.00
107	Repair Belly Board	\$ 0.50	\$ 0.60	\$ 1.10
108	Insulate Water Heater Closet inc. Door	\$ 250.00	\$ 100.00	\$ 350.00
109	Insulate Water Heater Closet Door ONLY	\$ 100.00	\$ 50.00	\$ 150.00
110	Vinyl Replacement Window	\$ 27.00	\$ 18.00	\$ 45.00
111	Safety Glass	\$ 30.00	\$ 30.00	\$ 60.00
112	R & R Double Strength Glass, wood sash	\$ 30.00	\$ 20.00	\$ 50.00
113	R & R Glass Aluminum Sash	\$ 27.00	\$ 18.00	\$ 45.00
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)	\$ 50.00		\$ 50.00
117	Furnish & install by-pass grilles in door	\$ 50.00	\$ 45.00	\$ 95.00

118	Furnish & install by-pass grilles in wall	\$ 65.00	\$ 85.00	\$ 150.00
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 100.00	\$ 100.00	\$ 200.00
120	Add fresh air to return (1)	\$ 200.00	\$ 175.00	\$ 375.00
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 45.00	\$ 45.00	\$ 90.00
122	Lead Safe Weatherization, hourly labor rate	\$ 50.00		\$ 50.00

**ATTACHMENT A  
SITE BUILD SAMPLE WORK ORDER**

SF - Site Built - Sample Work Order

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	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

**INFILTRATION MEASURE**

6	Seal Chimney Chaseway (basement & attic)	1	each	150	150	-	-
7	Seal Plumbing Penetrations	1	each	150	150	-	-
86	Jamb Up Weatherstrip Kit	2	each	70	50	-	-

Your total for these Infiltration line items should be equal to or below \$950

- <\$950 Maximum Budget for Infiltration measures

**CEILING MEASURE**

9	R38 Blown-in Fiberglass	321	sq ft	.87	.71	-	-
10	R27 Blown-in Fiberglass	468	sq ft	.82	.63	-	-
24	Roof Vent with 92 NFA	4	each	70	40	-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

**WALL MEASURE**

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	.60	1.00	-	-
31	Repair or Replace Knee Wall Access Door	2	each	100	50	-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft	1.10	.80	-	-
67	R&R Shakes	108	sq ft	.30		-	-
68	R&R Wood Siding	1154	sq ft	.40		-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr	50		-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

**FLOOR MEASURE**

41	R30 Faced Fiberglass Batts	796	sq ft	.90	1.20	-	-
44	Extra fee: Floor with Ducts	796	sq ft	.10		-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

**DUCT INSULATION MEASURE**

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	.70	1.00	-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	.80	1.10	-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

**DUCT SEALING MEASURE**

56	Duct Seal Entire System (Site Built Homes)	1	system	550	150	-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

**HEALTH & SAFETY MEASURES**

83	Vent Existing Kitchen Fan	1	each	100	200	-	-
83.1	Install New Kitchen Range Hood Fan	1	each	550	300	-	-
84	Furnish & Install Dryer Vent	1	each	100	100	-	-
116	Undercut Door (per door)	3	each	50		-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

**Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures**



**ATTACHMENT B  
MANUFACTURED HOME SAMPLE WORK ORDER**

<b>SF - Mobile Home - Sample Work Order</b>				<b>ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE</b>				
Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
<b>FLOOR MEASURE</b>								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	1.90	2.90	0.00	0.00	<\$4,500 Maximum Budget for Floor measure
<b>DUCT SEALING MEASURE</b>								Your total for this Duct Seal line item should be equal to or below \$1,000
100	Seal Ducts of a Single Wide MH	1	system	600	200	0.00	0.00	<\$1,000 Maximum Budget for Duct Sealing measure
<b>WINDOW MEASURE</b>								Your total for these Windows line items should be equal to or below \$6,900
111	Vinyl Replacement Window	141	sq ft	27	18	0.00	0.00	0.00 <\$6,900 Maximum Budget for Window measures
123	Lead Safe Weatherization (hrly rate)	10	hr	50		0.00	0.00	
<b>Grand Total Of 3 "Bundles"</b>							<b>0.00</b>	<b>\$12,400 Maximum Budget for All Measures</b>