

EXECUTIVE DIRECTOR
Charlaine Mazzei

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**REQUEST FOR LETTER OF INTENT
WEATHERIZATION DIAGNOSTIC TESTING AND INSTALLATION SERVICES
AND
QUALIFYING MANAGING OFFICER (QMO) SERVICES
DEL NORTE SENIOR CENTER**

Release Date: July 12, 2019

Letter of Intent Due Date: July 26, 2019

Contact Person: Charlaine Mazzei, Executive Director
1765 Northcrest Drive
Crescent City, CA 95531
(707) 464-3812
cmazzei@dnsc1.org

Required Letter of Intent must be received by 4:00 p.m. Pacific Daylight Time on
Friday, July 26, 2019
at the above address or via e-mail to the above e-mail address.

I. LETTER OF INTENT SUBMISSION

The Del Norte Senior Center (DNSC) is conducting a procurement process for a licensed general contractor to assist with its low-income household weatherization program as described below. Any interested contractor must submit a letter of intent to submit a proposal (see Appendix A, Letter of Intent) by 4:00 p.m. on the due date of Wednesday, July 10, 2019. Only those submitting a letter of intent will be sent a full Request for Proposal (RFP) package to complete.

II. INTRODUCTION & BACKGROUND

DNSC is a 501(c)(3) private non-profit corporation designated by the State of California to operate as the Local Service Provider (LSP) for the federal Low-Income Household Energy Assistance Program (LIHEAP) in Del Norte County. The LIHEAP program assists qualifying households with utility and home heating fuel assistance; Energy Crisis Intervention Program Emergency Heating and Cooling System repairs, water heater repairs and home weatherization for health and safety and energy efficiency. These services are provided under annual contracts with the California Department of Community Services and Development (CSD). Pacific

Power, the local utility company in Del Norte County, also provides weatherization assistance to income-qualifying households under a private contract.

Since January 1, 2016, DNSC has provided weatherization services under one or more of the above programs to eligible households in Del Norte County. The provision of these services will be referred to in this document as the Weatherization Program. Households considered eligible for Weatherization Program services are those which meet income guidelines established by each funding contract and whose homes are considered eligible for weatherization services. Homes may be owner-occupied or rented by the qualifying household.

Allowable work activities under each funding contract are referred to as “measures” and may include attic and wall insulation; air sealing; weather-stripping; caulking; window repair; home heating appliance repair or replacement; water heater repair or replacement; kitchen appliance replacement; and other measures that may vary by contract. Each funding contract has specific requirements with respect to diagnostic testing and inspections; the number, type and cost for allowable measures; and training and qualifications for contractors and crews installing weatherization measures.

Once DNSC has determined a household’s eligibility and the allowable work to be done, DNSC desires to assign the work to a competent licensed contractor for completion. Once work is completed, DNSC will re-inspect, and the household must sign off that the work has been completed satisfactorily. This RLI is the first step in a multi-step process to select a contractor to perform installation of weatherization measures. The contractor selected pursuant to this process must agree to abide by the terms and conditions of the weatherization program funding contracts, regulations and guidelines, all of which will be incorporated into the final contract with DNSC.

III. SPECIFIC OPPORTUNITY

DNSC intends by this procurement process to seek a qualified licensed contractor to perform diagnostic air-infiltration testing and the installation of approved weatherization measures in homes receiving assistance through its Weatherization Program. DNSC also intends to seek a contractor willing and able to act as Qualifying Managing Officer (QMO) on its Class B contractor’s license.

The maximum amount of this contract will vary depending on federal and state funding levels. For planning purposes only, the amount of the 2019 LIHEAP Weatherization Program direct service allocation for Del Norte County is approximately \$250,000, some of which will be retained for DNSC administration and in-house staffing. An additional \$100,000 is available for qualifying households under the Pacific Power weatherization contract.

DNSC intends to issue a contract to at least one licensed contractor who is willing and evaluated as best qualified to install the weatherization measures as described in this RLI and the subsequent full Request for Proposals. DNSC reserves the right to reject any and/or all responses received as a result of this selection process.

The Contract Performance Period will be for one year plus four one-year options. Only the first year will be priced during the selection process. Pricing for future years will be negotiated by mutual agreement.

Contractors may use sub-contractors for HVAC, Electrical and Plumbing work. The sub-contractors must be in good standing with the state and carry all the same insurance coverage and certifications required of the contractor. Sub-contractors must be approved by DNSC and must obtain required CSD training, if any, applicable to the work to be performed.

IV. SCOPE OF WORK

Weatherization Installation: The successful contractor will be expected to perform specific air-infiltration diagnostic testing using blower door, duct blaster and monometers supplied by DNSC. The successful contractor will also be expected to install allowable weatherization measures and ancillary activities directly related to the installation of weatherization measures as defined by DNSC's Weatherization Program contracts. All work is to be performed according to pre-authorized scope of work documents that will be provided for each home by DNSC.

Measures must be installed within the time frames specified in DNSC's Weatherization Program contracts and the specific scope of work documents provided for each home. All work must be documented using the forms specified by DNSC's Weatherization Program contracts or pre-approved local equivalents.

The specific allowable diagnostic testing that must be performed and measures that may be installed under the Weatherization Program are included as Appendix B, 2019 Weatherization Measures. "Installation" means all necessary activities to fully complete the authorized weatherization work, including obtaining permits; setup; labor and materials; site cleanup; and proper disposal of waste materials. All costs for overhead; setup; labor and employment costs; insurance; materials; transportation; and site cleanup are to be included in per-measure pricing. Disposal costs, permits and other distinct fees required to complete specific jobs may be billed as separate costs as they are incurred. The final format of billing will be negotiated as part of the contract.

All measures must be installed according to the most recent version of the CSD Weatherization Installation Standards (WIS) manual, the CSD Weatherization Field Guide, state and local building codes and all applicable environmental regulations. CSD training in the WIS manual and Field Guide will be provided to the successful Contractor.

Documentation: The Contractor selected pursuant to this RFP will be expected to complete various forms and provide documentation of work performed and billable costs incurred. A list of forms expected to be used in the Weatherization Program is included with this RFI as Appendix C, 2019 Weatherization Forms.

In addition to the required Weatherization Program forms, the successful contractor will be required to provide, and keep copies of all permits issued for work that requires permitting; all subcontractor invoicing; and any other documentation that may be necessary to substantiate work

performed and funds expended. All invoicing, including that of subcontractors, will be in a format as agreed upon by Contractor and DNSC and may differ from Contractor's normal billing or invoicing formats.

License Qualification: DNSC requires a QMO for its current Class B contractor's license in order to remain in compliance with state law. A contractor acting as the qualifier for DNSC's license would be required to provide training, technical support and spot-checks of work for weatherization crew members as needed to insure compliance with building codes and industry best practices. The time required for this work will vary depending on the final structure of weatherization installation activities:

1. If DNSC is not successful in selecting a qualified contractor willing and able to perform weatherization installation work, an in-house crew may be hired. In this case, more training and oversight would be required.
2. If a qualified contractor is selected to perform weatherization installation work, less oversight would be required, especially if the selected installation contractor is the same as the selected qualifier.

Please note that an individual acting as DNSC's QMO is not required to surrender his or her license and may continue to use the licensing in his or her own business activities.

V. MINIMUM QUALIFICATIONS

Licensing: At a minimum, contractor must possess a Class "B" General Building Contractor's licensed issued in the applicant's name by the Contractors' State License Board (CSLB)

Contractor may possess or engage one or more subcontractors who possess, the following active licenses in good standing (or proof of exemption from licensing):

- C20 (heating and air) license.
- All applicable licenses as required by the CSLB to carry out the installation and/or repairs of central HVAC systems, furnaces, and boilers; including any special licensing required for the installation and/or repair of evaporative cooler, oven and range, vented space heater, air conditioning, and gas and electric water heaters
- C-10 Electrical license for electrical wiring grade/replacement and knob and tube wiring certification.
- C-36 plumbing license to perform water heater repair or replacement services, or provide proof of any licensing exemptions.
- C-2 Insulation/Acoustical license to perform attic insulation installation or replacement services.
- C-17 Glazing license to perform glass repair or replacement services, or provide proof of any licensing exemptions.

Experience: Demonstrated experience in performing home energy audits, weatherization and repair services and working with Combustion Appliance Safety (CAS) health and safety codes and ordinances related to home weatherization and repair is desirable.

Training: DNSC will pay the initial costs for Contractor's crew and approved subcontractors to acquire and/or attend training required by its Weatherization Program contracts. CSD training is outlined in Appendix D, Training Requirements Matrix and consists of web-based training and three, one-week training center courses held in Stockton, California. In addition, EPA Renovator certification will be required prior to performing work on homes build prior to 1979. A one-year retention requirement will be included in the contract regarding any training costs paid for by DNSC.

VI. CONFLICT OF INTEREST

Contractor warrants that no official or employee of the DNSC, nor any business entity in which an official of the DNSC has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the DNSC.

VII. INSURANCE REQUIREMENTS

The successful Contractor must provide Certificates of Insurance indicating current insurance coverage prior to a final contract being executed. Insurance coverage required is as follows:

- i. Workers compensation insurance.
- ii. Fidelity Bond to include Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud or their equivalents.
- iii. General Liability insurance in an amount not less than \$500,000 per occurrence.
- iv. Vehicle insurance in an amount not less than \$500,000 for each person and each accident for bodily injury and in an amount not less than \$500,000 for each person and each accident for property damage. Insurance should include non-owned and non-hired coverage if employees are allowed to drive their own vehicles for work purposes.

General liability and auto insurance will name DNSC as an additional named insured.

VIII. INDEMNIFICATION

Any contract resulting from this RFP will contain the following indemnification provisions:

1. Company agrees to hold harmless and to indemnify the DNSC from every claim or demand which may be made for any injury or death, or damage to property caused by Company in the performance of the proposed agreement.

2. Such duty shall be irrespective of the date upon which the claim or demand is asserted.
3. If any judgment is rendered against DNSC for any injury, death or damage caused by contractor in the performance of this contract, Company shall, at its own expense, satisfy and discharge any judgment.
4. None of the foregoing paragraphs shall be applicable if the injury, death or damage is caused solely by DNSC's negligence.
5. Company agrees that it shall immediately notify DNSC and Company's insurance carriers of any incident occurring during performance of this agreement which may result in a claim of liability.
6. As used above, the term "DNSC" means the Del Norte Senior Center, or their officers, agents or employees.
7. As used above, the term "Company" includes the Company and its officers, agents or employees.

IX. ASSIGNMENT

Any contract resulting from this selection process and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of DNSC, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

X. ACKNOWLEDGMENT OF CONDITIONS AND REQUIREMENTS

The submission of a proposal will be conclusive evidence that the Proposer has investigated and understands, to its own satisfaction, the conditions to be encountered, the character, quality and scope of work to be performed, the requirements of the DNSC Weatherization Program, and the applicable CSD and other regulations as set forth in the RLI and subsequent RFP documents.

XI. INQUIRY

- A. Direct all inquiries regarding this process to:

Charlaine Mazzei, Executive Director
1765 Northcrest Drive
Crescent City, CA 95531
(707) 464-3812
cmazzei@dnsc1.org