

BIDDERS COMPANY NAME



REQUEST FOR PROPOSAL

6525

WEATHERIZATION PROGRAM

MECHANICAL CONTRACTING

FOR WASHTENAW COUNTY

2010 - 2012

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
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WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48107
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6525

February 12, 2010

Washtenaw County Purchasing Division on behalf of the Employment Training and Community Services Department is issuing a Sealed Request for Proposal (RFP) #6525 for the Weatherization Program Mechanical Contracting for Washtenaw County. **While the county estimates the number of vendors selected for this program will be 4, the county retains sole discretion to determine the exact number of vendors required for the program.**

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48107**

Due by Friday, March 12, 2010 at 3:00 pm.

This submission shall include the entire Request For Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6525".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter strietera@ewashtenaw.org at (734) 222-6749.
- Please direct specific technical questions regarding this RFP to Aaron Kraft krafta@ewashtenaw.org at (734) 544-2947.

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I. PROPOSAL

Definitions: "County" is Washtenaw County in Michigan.

"Bidder" an individual or business submitting a bid to Washtenaw County.

"Contractor" One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County, Michigan is accepting applications for mechanical contracting services for the Weatherization Program. The Weatherization Program performs furnace and water heater repairs and replacements, various energy saving related improvements and energy saving related home improvements for qualified low-income clients. Washtenaw County Weatherization Program services approximately 300 homes per year. Work may be minimal to extensive, i.e. (correcting gas leaks, venting combustion appliances, replacement of water heater and furnaces, etc.) Many of the dwelling units receiving services may be mobile homes.

Washtenaw County is having this RFP open until we meet the amount of vendors required for the program. While the county estimates the number of vendors for this program will be four (4), the county retains sole discretion to determine the exact number of vendors required for the program. A decision regarding which contractors will be selected based on their response to this RFP will be made within approximately three (3) weeks following the due date of this proposal. Contractors who submit a response to this RFP will be notified in writing regarding whether or not they will be offered a contract to work with our program. Contractors should review the appeal process on the following page for information on how to appeal a decision.

The successful contractor(s) will be responsible for such weatherization measures called for by program guidelines as outlined in the State of Michigan Department of Human Services Bureau of Community Action and Economic Opportunity guidelines.

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Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications, capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award contracts fully on the basis of any response made to the proposal. The County reserves the right to modify this RFP at any time before contracts are awarded. Negotiations would be undertaken with those contractors whose proposals are deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County.

C. This Request for Proposal must be signed by an official authorized to bind the contractor to its provisions for a period of at least 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. To be considered, one original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

F. Contractors wishing to be awarded a contract following closure of the bidding process may or may not be considered. These late contractors are required to provide all contractor information. They will not be allowed to submit unit costs for material and labor. They will be required to follow the already established pricing schedule.

G. Vendor Appeal Process

1. Unsuccessful bidders may appeal an award of contract, lease or purchase order to the County Administrator.

2. All appeals shall be made in writing to the County Administrator within five (5) days of the Notice to Award.

3. The County Administrator shall take necessary actions to review the appeals and respond to the individual submitting an appeal within five (5) days. This response shall be documented in writing in the bid file.

II. CONTRACTOR INFORMATION

The proposal shall include all of the following information. Separate pages titled: 'Addenda A, B, C, D and E' are included as part of this RFP. Please review and complete each Addenda by filling out the information requested. Please initial each separate Addenda page. Failure to include all the information could result in disqualification.

- A. Contractor's Qualifications - Detail:
(See attached "Contractor Information Questionnaire")
(Addenda A)

- B. **Equipment:** List furnace inspection related equipment, CO monitor, Combustion analyzer, gas leak detector. Also please list any Weatherization specific equipment, ie. Blower door kit, duct blaster etc.
(Addenda B)

- C. **References:** List weatherization program related experience; with whom, and length of time. (see attached "Weatherization Experience List.")
(Addenda C)

- D. Supply unit cost to complete performance, material and labor price (see attached "Unit Price Bid Form")
(Addenda D)

- E. Review requirements in **Requirements Section** (page 27) and concur that these requirements will be met. Review **Standard Provisions for Contract Section** (Pages 4-12) and concur that these provisions shall be met. Review Davis Bacon Act requirements and concur that these provisions will be met. (Pages 13-24)
(Addenda E)

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor agrees to provide residential Mechanical services to the Washtenaw County Weatherization Assistance Program participants in accordance with the terms and conditions of this contract. The dwelling units to be weatherized under this contract will be assigned to the Contractor by the County's Home Weatherization Program Coordinator. Requirements for Weatherization materials, documentation, etc are listed in the Department of Human Services Weatherization Manual, the Technical Weatherization Policies Manual and the Weatherization Policies and Procedures Manual.

The Contractor shall adhere to all requirements set forth in the Request for Proposal # 6525.

The Contractor will pull permits with the appropriate jurisdiction for all work performed under this contract requiring a permit i.e. furnace or water heater replacements. The Contractor shall provide information on how to arrange for inspections with appropriate local inspectors and inform the Home Weatherization Program Coordinator about these arrangements as appropriate. The County reserves the right to deny assignment of new jobs to Contractors who have not applied for necessary permits or Contractors with outstanding failed mechanical inspections.

The Contractor shall be responsible for the storage and safety of tools, equipment and materials. The owner of the dwelling unit and the County assume no liability whatever for any tools, equipment, or materials damaged or stolen on the premises.

The Contractor shall contact the Weatherization client within five (5) days of receipt of job assignment and commence work immediately upon receipt of the work order and shall satisfactorily complete the work within fifteen (15) business days. If the work assigned has time sensitive health and safety or 'no heat' status work must be started within one (1) business day of receipt of job assignment. Work assigned to be completed on the weekends will be infrequent. If weekend work is necessary the contractor will inform the County as to their willingness to complete work on weekends. If weather conditions or other causes beyond the Contractor's control prevent timely completion of work, extensions may be granted by requesting an extension in writing. It is the option of the County either to extend the completion date or to contract with others for completion of the work under contract; costs thereof will be deducted from the original Contractor payment.

The Contractor will submit product reports and or instruction manuals on all materials used.

The Contractor is responsible to report any work called for in the work order that they are not able to complete for any reason. The contractor is responsible to report any work called for in the work order that the homeowner refuses. Additionally, Contractor shall call the Weatherization program office for approval to complete any additional work needed or that

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may have been overlooked during the original Weatherization inspection or not included in the work order.

Warranty work performed (labor and materials)

The Contractor warrants to the County that labor, 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. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Period of Correction: All weatherization mechanical work including labor and materials. Coverage applies equally to all dwelling units served by the Weatherization program including, but is not limited to, to site built homes and mobile homes:

If, within eighteen (18) months after the date of final payment for the work, any of the work is found to be not in accordance with the requirements of the contract documents, the contractor shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the contractor a written acceptance of such condition. This obligation shall survive acceptance of the work under the contract and termination of the contract. The County shall give such notice promptly after discovery of the condition requiring correction.

The contractor understands and agrees that the determination of satisfactory completion of work required by, or as a result of this contract shall not be limited to compliance with construction standards enforced by local, state or federal building codes. The County reserves the right to determine what constitutes the satisfactory completion of the work performed by the Contractor under this contract, and to require corrections or additional work above and beyond that which might be required by governing building codes.

ARTICLE II - COMPENSATION

For the work done on each dwelling weatherized by the Contractor to the County's satisfactory inspection and upon receipt of all required Contractor paperwork and invoices, the County will compensate the Contractor per unit of service as set forth in the written work order for the dwelling unit. The contractor's invoicing shall include an itemized accounting of all costs. The contractor will be paid based on prices defined in this contract. The Contractor agrees to accept the sums set forth in the Work Orders as payment in full for services. Sources of funds and payment for services under this contract shall include, but not be limited to, the United States Department of Energy Weatherization Assistance for Low Income Persons Program and Michigan Public Service Commission funds.

The County guarantees no certain monetary contract amount for the contractor. Contract dollar amount is based upon availability of funds and work performed.

Any costs incurred by the Contractor for the replacement of substandard materials and/or work shall be at the Contractor's expense and shall not be charged to the County.

The Contractor shall provide the County a satisfactory release of liens or claims for liens by the Contractor, subcontractors, laborers, and material suppliers prior to partial or final payment of the contract.

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When the Contractor turns in the work order and invoice, all work must be complete. If after the first inspection the work is not satisfactory, the Contractor will be charged a reinspection fee of \$50.00 for the first reinspection \$100.00 for each inspection thereafter.

Representatives of the Washtenaw County, The Employment Training and Community Services department, the Michigan Department of Human Services, the Department of Energy, may review and inspect the Contractor's activities during and after the work is completed. Contractors will be reviewed periodically to assure contractual compliance.

Each Contractor shall be responsible for the satisfactory completion of work set forth in the work order. The Contractor shall provide, without charge, all incidental items required as part of the work, even though not particularly specified or indicated. If the Contractor has just reasons for objecting to the use of any materials, appliances, or methods of the construction as shown or specified, the Contractor shall provide a written report of such objections to the County and obtain proper approval before proceeding with work under this contract. Any adjustment in the materials or methods of construction necessary during the course of the Weatherization work must receive prior written approval of the County.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Tenda Rusher, ETCS Executive Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR).

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

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Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the

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contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act. See attachment D.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;

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2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

DESCRIPTION OF WORK: Weatherization mechanical construction on existing residential structures to include minor mechanical insulation installation, ventilation piping, flue remodeling, furnace cleaning, tuning, or replacement, filter replacement, boiler replacement, domestic hot water replacement, thermostat replacement, miscellaneous duct work associated with remodeling or replacements, and caulking as needed. This also includes all necessary minor electrical or plumbing work for replacement of mechanical equipment or components.

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The Washtenaw County "HVAC, Furnace, Heating and Cooling Repair, Installation, Replacement Worker" Prevailing wage is: \$21.00 per hour plus \$4.44/hr in fringe benefits.

The Washtenaw County "Plumber Worker" Prevailing wage is: \$35.52 per hour plus \$15.65/hr in fringe benefits.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

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ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII- CRIMINAL BACKGROUND CHECK

The Contractor, their employees and subcontractors will be subject to background check screening as determined by the County. Any employee of the vendor will be subject to an approved criminal background check before entering County facilities or Weatherization Program Client homes.

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DAVIS BACON ACT

It is required that a minimum prevailing wage be paid to all workers no less than the amount established by the Department of Labor prevailing wage determinations for residential weatherization workers for each county. The rates for each county are as follows:

PREVAILING WAGE Rates for Washtenaw County

The contractor must pay all of its employees who perform work under Washtenaw County contract prevailing wages as determined by the US Department of Labor. All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of character similar in the locality. Prevailing wage consists of two parts, hourly wage and fringes. Fringes include life insurance, health, pension, vacation, holiday, and sick leave. All work performed in Washtenaw County the prevailing wage amounts and job duties are as follows:

DESCRIPTION OF WORK: Weatherization mechanical construction on existing residential structures to include mechanical insulation installation, ventilation piping, flue remodeling, furnace cleaning, tuning, or replacement, filter replacement, boiler replacement, domestic hot water replacement, thermostat replacement, miscellaneous duct work associated with remodeling or replacements, and caulking as needed. This also includes all necessary minor electrical or plumbing work for replacement of mechanical equipment or components.

The Washtenaw County "HVAC, Furnace, Heating and Cooling Repair, Installation, Replacement Worker" Prevailing wage is: \$21.00 per hour plus \$4.44/hr in fringe benefits.

The Washtenaw County "Plumber Worker" Prevailing wage is: \$35.52 per hour plus \$15.65/hr in fringe benefits.

Additional Data can be found here:

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

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by Grantees and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code.

Attachment D

29 CFR 5.5 language:

CLAUSE 1. DAVIS BACON ACT REQUIREMENTS

A. Definitions. For purposes of this Attachment D, Clause 1, Clause 2, Contract Work Hours and Safety Standards Act, and Clause 3, Recipient Functions, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(b) Painting and decorating; or

(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. This includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) *"Site of the work"*—

(a) Means--

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(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(1) They are dedicated exclusively, or nearly so, to performance of the project; and

(2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(b) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. This includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual

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relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) Applicable to Recipient Only: Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the

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Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

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(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of

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this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required

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by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the

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rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause) has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

CLAUSE 2. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient

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such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower- tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause 1, Davis- Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause 1, Davis Bacon Requirements.

CLAUSE 3. **RECIPIENT FUNCTIONS**

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
- (d) Address any Subrecipient' and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

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- (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
 - (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer;
 - (h) As part of maintaining the payroll records, it will not be necessary for the Recipient to forward a copy of payroll records to the Contracting Officer under Clause 1 (D)(2)(a);
and
 - (i) Provide copies of all records upon request by DOE or DOL in a timely manner.
- (2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.
- (3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

IV. CONSTRUCTION CONTRACTING Terms and Conditions

BACKGROUND INFORMATION

The Washtenaw County Weatherization Program is soliciting proposals from private contractors to provide weatherization services to clients of Washtenaw County. The program is financed by the U.S. Department of Energy, the Michigan Public Service Commission, and administered by the Michigan Department of Human Services.

Weatherization mechanical work includes but is not limited to mechanical insulation installation, ventilation piping, flue remodeling, furnace cleaning, tuning, or replacement, filter replacement, boiler replacement, domestic hot water replacement, thermostat replacement, miscellaneous duct work associated with remodeling or replacements, and caulking as needed. This also includes all necessary electrical work for replacement of mechanical equipment or components. This work is performed on existing residential structures.

Washtenaw County's Weatherization program is stringently monitored by Michigan Department of Human Services Weatherization Division. Labor and material technical requirements that must be followed are detailed in the Department of Human Services 'Weatherization Field Manual' and the newer 'Technical Policies Manual'. All materials supplied and installed must be in compliance with these requirements stated in these Manuals. Copies of these Manuals are available upon request.

The Washtenaw County Weatherization program will establish unit costs for construction measures based on costs bid thru this RFP process. The amount of work assigned to any one contractor will be determined through negotiations between the agency and the contractor and based on the capacity of the contractor to produce quality work in a timely manner. The agency intends to issue contracts only to those contractors willing and able to perform the Weatherization construction measures as outlined in this document.

TIME PERIOD FOR COMPLETING WORK ON WEATHERIZATION PROJECTS:

A. The contractor shall contact the Weatherization customer within five (5) days and begin work within fifteen (15) days after receiving the work called for detailed in the Inspection/Work Order Document (IWC) from the Weatherization Coordinator. The Weatherization coordinator understands that time must be allowed for ordering of materials, gaining access to home, etc. The IWC will identify the property to be weatherized, and will include a specific work write up and descriptions of mechanical work being required.

B. The Contractor shall contact the Weatherization client within five (5) days of receipt of job assignment and commence work immediately upon receipt of the work order and shall satisfactorily complete the work within fifteen (15) business days. If

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the work assigned has time sensitive health and safety or 'no heat' status work must be started within one (1) business day of receipt of job assignment. Work assigned to be completed on the weekends will be infrequent. If weekend work is necessary, the contractor will inform the County as to their willingness to complete work on weekends. If weather conditions or other causes beyond the Contractor's control prevent timely completion of work, extensions may be granted by requesting an extension in writing. It is the option of the County either to extend the completion date or to contract with others for completion of the work under contract; costs thereof will be deducted from the original Contractor payment. In the event the Contractor can not complete all scheduled work within the required time period, the Contractor shall advise the Weatherization Coordinator. The Contractor must explain the reasons for the delay and explain the additional time required to complete the work. The Weatherization Coordinator has the option to grant the Contractor an extension for time to complete the required work, upon receipt of valid reasons, only in this manner shall an extension be reviewed by the Weatherization Coordinator and extension granted. Failure to complete projects within this time frame will result in fewer projects being assigned, current projects being reassigned, and or termination of contract. The contractor shall contact the weatherization coordinator and inform them of a time that they will be at the work site just prior to completing the required work.

AWARD:

Washtenaw County reserves the right to reject any and/or all proposals received as a result of this RFP. Contractors shall be selected as outlined earlier in this RFP under "Selection Criteria" (Page 30). The County will also consider the Contractors' qualifications, capabilities to provide the specified service, "Terms and Conditions", and other factors which the County may consider. The County does not intend to award contracts fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with those contractors whose proposals are deemed to best meet the County's specifications and needs.

TERM OF CONTRACT:

The contract term will end on approximately 06/30/2012. No pricing changes are allowed during the first year of the contract. For the 2nd year, no price changes will be allowed without agreement of all the parties. For price changes to be considered for the 2nd year, information justifying a price increase must be submitted to the Weatherization Coordinator and the Purchasing Division. At the discretion of Washtenaw County the contract may be extended.

REQUIREMENTS / SCOPE OF SERVICES

1. Participating contractors must hold a current Michigan Mechanical, Plumber's, and Boiler contractor's license. Please include a copy of your licenses with submission of this RFP.
2. All insurance requirements outlined in this RFP must be met at time of contract signing.
3. The Contractor will apply for and obtain permits with the appropriate jurisdiction for all work performed under this contract requiring a permit i.e. mechanical, plumbing, boiler, or electrical. The Contractor shall arrange for inspections with appropriate local inspectors and inform the Weatherization Program Coordinator as to the date and time of the inspection.
4. The Contractor will comply with the State of Michigan Bureau of Community Action and Economic Opportunity (BCAEO) 'Weatherization Field Manual' and the BCAEO's Technical Division's 'Technical Weatherization Policies'. Copies of these manuals are available upon request.
5. Any necessary corrections found during post-inspection are the responsibility of the contractor. Any fees associated with a failed inspection or need for reinspection by either the Local Weatherization Coordinator or other inspector, are the responsibility of the contractor.
6. The contractor when requested shall submit product reports on any materials used. The contractor will provide a copy of Operations & Maintenance manuals for new mechanical equipment installed at each residence.
7. Participating contractors and all of their crew members must attend training and receive certification in Lead Safe Work Practices (LSWP), EPA Certified Renovator or other eligible training. Individuals who are not certified will not be permitted to inspect, supervise and/or work on the homes to be weatherized. Washtenaw County reserves the right to require recertification of LSWP of any of the Contractors employees. Contractors will be required to attend this training and gain certification within 90 days of being awarded contracts.
8. Participating contractors and all of their crew members must attend training and receive certification in the state of Michigan Weatherization Mold / Indoor Air Quality Training. When dates for the Mold / Indoor Air Quality Training are available, Washtenaw County will inform contractors when this training will be required and offered. Contractors will be required to attend this training and gain certification within 90 days of being awarded contracts.

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9. The contractor understands and agrees that the determination of satisfactory completion of work required by, or as a result of this contract, shall not be limited to compliance with construction standards enforced by local, state or federal building codes. The County reserves the right to determine what constitutes the satisfactory completion of the work performed by the Contractor under this contract, and to require corrections or additional work above and beyond that which might be required by governing building codes.
10. When the Contractor turns in the work order and invoice, all work called for must be complete. If after the first inspection the work is not satisfactory, the Contractor will be charged a reinspection fee of \$50.00 for the first reinspection \$100.00 for each inspection thereafter. These reinspection fees shall be deducted from the total payment for that particular work order.
11. Each Contractor shall be responsible for the satisfactory completion of work set forth in the work order. The Contractor shall provide, without charge, all incidental items required as part of the work, even though not particularly specified or indicated. If the Contractor has just reasons for objecting to the use of any materials, appliances, or methods of the construction as shown or specified, the Contractor shall provide a written report of such objections to the County and obtain proper adjustment before proceeding under this contract. Any adjustment in the materials or methods of construction necessary during the course of the Weatherization work must receive prior written approval of the County.
12. It is recommended that the contractor have onsite at each Weatherization Job site the following equipment necessary to complete Weatherization work as applicable for testing, monitoring, cutting, patching, and cleaning operations: a blower door machine (est. cost \$2,800), a carbon monoxide gauge (est. cost \$300) a HEPA vacuum (est. cost \$500), a combustion analyzer (est. cost \$1,000).
13. The contractor will be required to comply with the reporting requirements of the Davis Bacon Act. These requirements include submission of certified payroll on a weekly basis among other requirements, specific requirements are listed in this RFP.

PAYMENT TERMS / INVOICING / WARRANTY AND CORRECTION PERIOD

For satisfactory work completed by the Contractor on dwelling units and upon receipt of Contractor paperwork and invoices, the County will compensate the Contractor on a per unit basis. The Contractor's invoicing shall include a written account of all work completed. The contractor will be paid based on prices listed in this RFP. Payment will be made by the County in a timely manner not to exceed thirty days from date of original invoice. Payments will be issued prior to final inspection of work.

Warranty work performed (labor and materials)

The Contractor warrants to the County that labor, 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. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Period of Correction: All weatherization mechanical work including labor and parts and materials. Coverage applies equally to all dwelling units served by the Weatherization program including, but is not limited to, to site built homes and mobile homes:

If, within eighteen (18) months after the date of final payment for the work, any of the work is found to be not in accordance with the requirements of the contract documents, the contractor shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the contractor a written acceptance of such condition. This obligation shall survive acceptance of the work under the contract and termination of the contract. The County shall give such notice promptly after discovery of the condition requiring correction.

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Selection Criteria

Point system for Weatherization Contractor Applicants

**To be completed by Washtenaw County*

- ____ of 20 points Current Mechanical contractor for Washtenaw County Weatherization Program.
- ____ of 10 points Prior experience with the Davis Bacon Act
- ____ of 10 points IAQ certification- certificate included
- ____ of 10 points Lead Safe Work certification- certificate included
- ____ of 10 points Years of Experience with mechanical equipment (1 pt. per year up to 10)
- ____ of 5 points Years of Experience with ventilation duct and pipe
- ____ of 5 points Years of Experience with plumbing
- ____ of 5 points Blower Door experience
- ____ of 5 points Blower Door available
- ____ of 5 points Owns Carbon Monoxide Detector & Combustion Analyzer
- ____ of 10 points Small business, Female or Minority Owned
- ____ of 15 points Competitive Pricing
- ____ of 10 points Completed entire price sheet and turned in all materials required.

Total points _____ out of 120 available

Contractor selected as: _____ Primary Contractor _____ Alternate Contractor

ADDENDA A

Contractor initials

Contractor Qualifications

Name of Contractor: _____

Employer Tax ID No.
Or Social Security No: _____

Contractor Address: _____

Business Telephone: _____

Principal Officer: _____

Builders License #:
Builders License No.: _____

Insurance Company:
(Name and address) _____

Lead Safe Work Practices, EPA Certified Renovator, Lead Abatement contractor
etc.

Certification for Employees
See Page 27, Requirement #7

Certification
Received?

List Employee Names: _____	Circle: yes/no
_____	yes/no
_____	yes/no
_____	yes/no
_____	yes/no

ADDENDA C

Contractor initials

Customer References

Name: _____

Name: _____

Telephone: _____

Telephone: _____

Type of Work: _____

Type of Work: _____

Name: _____

Telephone: _____

Type of Work: _____

Please estimate the number of times your company has installed specific Weatherization measures in the last year:

Install insulation on duct work _____	Install ventilation piping/flues _____
Replacement of Furnaces _____	Cleaning and Tuning of Furnaces _____
Replacement of Boilers _____	Installation of duct work _____
Replacement of Hot Water Tanks _____	

Have you ever worked for another community action agency as a weatherization contractor? _____

List the years you worked for that agency _____

If yes, please indicate the agency, contact person and phone number.

Length of time having worked for the other agency: _____

Please list below any additional information you feel is important regarding your company (please feel free to attach separate informational documents):

ADDENDA D

Contractor initials

Unit Price Bid Form

All bids in response to this request for proposal (RFP) must comply with the following instructions failure to do so may result in disqualification. All work shall comply with the DHS BCAEO Technical Division's 'Weatherization Field Manual' and 'Technical Weatherization Policy Manual', copies available upon request.

Please provide prices below. Please split unit costs into labor and materials. These prices will be used to set the County's final pricing for each measure.

Weatherization General Contractor Unit Price List

Furnace Measures:

1. All furnace repairs or new installations are to be performed in accordance with the most recent Universal Mechanical Code, local building code, and manufacturers' instructions. Permits will be included in unit pricing below and/or related fees associated. A copy of the permit must be submitted with invoice for payment.
2. Contractor must place on the appliance (in plain view) a sticker indicating the name and phone number of the contractor, date of installation, and a certification that the system is installed in accordance with governing code requirements.
3. Contractor is to supply post-installation test values for efficiency, draft including water heater (if applicable), ambient and air-free CO, and acceptable heat rise.
4. Pricing below must include brand names and models for all new furnaces. New furnace installations are to include condensate pumps and drain piping, when necessary. New furnaces are to contain heat exchanger with 16 gauge 409 stainless steel primary with a 29-4C stainless secondary (secondary heat exchanger for 90+ AFUE furnaces) Pricing is also to include all final pipe, duct, plenum, vent, control wiring, and electrical connections to new furnace.
5. Warranty information and Operation and Maintenance Manuals must be provided to the occupant and/or homeowner indicating a minimum eighteen (18) month labor and material warranty. Contractor will also provide training to occupant and/or homeowner in operation and maintenance of new furnace and components including but not limited to thermostats, de-humidification equipment, filter replacement, etc.
6. Furnace replacements or repairs are to include removal of existing furnaces and/or associated components and proper disposal of all materials off-site.
7. An existing furnace cleaning and tuning shall include:
 - inspection of gas, oil, and/or water leaks.
 - Inspection for leaks in the heat exchanger; pre-testing and post-testing carbon monoxide test,
 - efficiency test,
 - draft test, and a smoke test (for oil)
 - Inspection of venting system,
 - Inspection of ducts/pipes (supply and return),
 - adequate fuel supply to control valve,
 - oil pressure gas pressure regulator,
 - Inspection of power supply wiring,
 - Inspection of safety factors (i.e. clearance from combustibles, automatic fuel shut-off controls, etc.).

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- Cleaning of the fire tubes, burner ports, heat exchanger, squirrel cage, combustion chamber, cabinet, blower housing, and motor.
- Adjust burner and gas input (set manifold pressure to manufacturer's recommendations) as well as burner air shutters.
- Adjust the pilot light and/or adjust the combustion blower (for power blower). Replace orifice if unit is over or under fired.
- Replace filters if necessary.
- Lubricate fans, motors, and pumps. Inspect, adjust belts as required.
- Check and adjust thermostat, blower, and high limit controls.
- Use a combustion analyzer for verification of furnace efficiency.
- Check temperature rise to verify the rise is within the range listed on the furnace rating tag.
- Adjust heat anticipator.
- The above cleaning and tuning operation is to result in furnace performance within 5 percent of the manufacturer's AFUE rating or a minimum of 70 percent steady state efficiency, whichever is greater.

Description	Unit	Material	Labor	Total
35-49 kBTU Furnace 80%+ efficiency (NG or propane) Brand: Model:	Install Each			
50-69 kBTU Furnace 80%+ efficiency (NG or propane) Brand: Model:	Install Each			
70-100 kBTU Furnace 80%+ efficiency (NG or propane) Brand: Model:	Install Each			
101-130 kBTU Furnace 80%+ efficiency (NG or propane) Brand: Model:	Install Each			
35-49 kBTU Furnace 90%+ efficiency (NG or propane) Brand: Model:	each			
50-69 kBTU Furnace 90%+ efficiency (NG or propane) Brand: Model:	each			
70-100 kBTU Furnace 90%+ efficiency (NG or propane) Brand: Model:	each			
101-130 kBTU Furnace 90%+ efficiency (NG or propane) Brand: Model:	each			
35-49 kBTU Furnace 80%+ efficiency (oil fired) Brand: Model:	each			
50-69 kBTU Furnace 80%+ efficiency (oil fired) Brand: Model:	each			
70-100 kBTU Furnace 80%+ efficiency (oil fired) Brand: Model:	each			
101-100 kBTU Furnace 80%+ efficiency (oil fired) Brand: Model:	each			

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Mobile Home 20-35 kBTU Furnace 80%+ efficiency (natural gas or propane) Brand: Model:	each			
Mobile Home 36-49 kBTU Furnace 80%+ efficiency (natural gas or propane) Brand: Model:	each			
Mobile Home 50-69 kBTU Furnace 80%+ efficiency (natural gas or propane) Brand: Model:	each			
Mobile Home 70-100 kBTU Furnace 80%+ efficiency (natural gas or propane) Brand: Model:	each			
Chimney Liner	Inft			
Roof Jack Replacement	each			
Gas-line	Inft			
Programmable Thermostat including control wiring	each			
Condensate Pump Replacement on existing furnaces	each			
Return Retrofit with filter cover	each			
Metal Venting	Inft			
Air Filter cabinet, removable air-tight cover, and typical 1 month filter	each			
PVC Venting	Inft			
Tune and Clean existing furnace (natural gas or propane)	each			
Tune and Clean existing furnace (oil fired)	each			
Supply Duct Run including insulation	Inft			
Return Duct Run including insulation	Inft			

Boiler Furnace Measures

1. All boiler repairs or new installations are to be performed in accordance with the most recent Universal Mechanical Code, local building code, and manufacturers' instructions. Permits will be included in unit pricing below and/or related fees associated. A copy of the permit and final inspection approval must be submitted with invoice for payment.
2. Contractor must place on the appliance (in plain view) a sticker indicating the name and phone number of the contractor, date of installation, and a certification that the system is installed in accordance with governing code requirements.
3. Contractor is to supply post-installation test values for efficiency, draft including water heater (if applicable), ambient and air-free CO, and acceptable heat rise.
4. Pricing below must include brand names and models for all new boilers. Pricing for new boiler is also to include all final pipe, vent, control wiring, and electrical connections.
5. Warranty information and Operation and Maintenance Manuals must be provided to the occupant and/or homeowner indicating a minimum eighteen (18) year labor and material

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warranty. Contractor will also provide training to occupant and/or homeowner in operation and maintenance of new boiler and components including but not limited to thermostats, safety information, etc.

6. Boiler replacements or repairs are to include removal of existing boilers and/or associated components and proper disposal of all materials off-site.
7. An existing boiler cleaning and tuning shall include:
 - inspection of gas, oil, and/or water leaks.
 - Inspection for leaks in the heat exchanger;
 - pre-testing and post-testing including carbon monoxide test,
 - efficiency test, draft test, and a smoke test (for oil).
 - Inspection of venting system, pipes (supply and return), adequate fuel supply to control valve,
 - oil pressure gas pressure regulator,
 - power supply wiring
 - safety factors (i.e. clearance from combustibles, automatic fuel shut-off controls, etc.).
 - Clean the fire tubes, burner ports, heat exchanger, combustion chamber, cabinet, blower housing, and motor.
 - Adjust burner and gas input (set manifold pressure to manufacturer's recommendations) as well as burner air shutters.
 - Adjust the pilot light and/or adjust the combustion blower (for power blower).
 - Lubricate fans, motors, and pumps.
 - Inspect, adjust, belts as required.
 - Check and adjust thermostat, water pressure, aquastat, pressure reducing valve, backflow preventer, blower, and high limit controls.
 - Drain system complete including radiant heat panels and refill with water and boiler aid.
 - Adjust heat anticipator.
 - The above cleaning and tuning operation is to result in boiler performance within 5 percent of the manufacturer's AFUE rating for steady state efficiency.

Description	Unit	Material	Labor	Total
30-80 kBTU Boiler 80%-86% efficiency (NG or propane) Brand: Model:	each			
81-130 kBTU Boiler 80%-86% efficiency (NG or propane) Brand: Model:	each			
131-180 kBTU Boiler 80%-86% efficiency (NG or propane) Brand: Model:	each			
40-70 kBTU Boiler 90%+ efficiency (NG or propane) Brand: Model:	each			
71-100 kBTU Boiler 90%+ efficiency (NG or propane) Brand: Model:	each			
101-140 kBTU Boiler 90%+ efficiency (NG or propane) Brand: Model:	each			
141-180 kBTU Boiler 90%+ efficiency (NG or propane) Brand: Model:	each			
50-100 kBTU Boiler 80%-86% efficiency (oil fired) Brand:	each			

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Model:				
101-150 kBTU Boiler 80%-86% efficiency (oil fired)	each			
Brand:				
Model:				

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151-200 kBTU Boiler 80%-86% efficiency (oil fired) Brand: Model:	each			
201-250 kBTU Boiler 80%-86% efficiency (oil fired) Brand: Model:	each			
Electrical Service from nearest junction box	Inft			
Gas-line	Inft			
Programmable Thermostat including electrical supply and control wiring	each			
Circulating Pump Replacement	each			
Backflow Preventer Replacement	each			
Aquastat Replacement	each			
Vent Pipe	Inft			
Expansion Tank Replacement	each			
Pressure Reducing Valve Replacement	each			
Blower motor replacement	each			
Tune and Clean existing boiler furnace	Inft			
Boiler Aid	gallo n			
Roof Jack Replacement	each			
Service Call	Hour			

Domestic Water Heater

1. All domestic water work is to be performed in accordance with the most recent Universal Mechanical/Plumbing Codes, local building code, and manufacturers' instructions. Permits will be included in unit pricing below and/or related fees associated. A copy of the permit and final inspection approval must be submitted with invoice for payment.
2. Contractor must place on the appliance (in plain view) a sticker indicating the name and phone number of the contractor, date of installation, and a certification that the system is installed in accordance with governing code requirements.
3. Contractor is to supply post-installation test values for efficiency, draft, ambient and air-free CO, and acceptable heat rise.
4. Pricing below must include brand names and models for all new domestic water heaters. All pipe, vent, control wiring, and electrical final connections shall be included in the pricing.
5. Warranty information and Operation and Maintenance Manuals must be provided to the occupant and/or homeowner indicating a minimum eighteen (18) month labor and material warranty. A ten year water heater tank warranty is also required. Contractor will also provide training to occupant and/or homeowner in operation and maintenance of new domestic water heater.
6. Water heater replacements or repairs are to include removal of existing furnaces and/or associated components and proper disposal of all materials off-site.

Description	Unit	Material	Labor	Total
Water Heater 30 gallon atmospheric (NG or propane) Brand: Model:	each			
Water Heater 40 gallon atmospheric (NG or propane) Brand: Model:	each			
Water Heater 30 gallon power vented (NG or propane)	each			

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Brand: Model:				
Water Heater 40 gallon power vented (NG or propane) Brand: Model:	each			
Water Heater 30 gallon sealed combustion (natural gas or propane) Brand: Model:	each			
Water Heater 40 gallon sealed combustion (natural gas or propane) Brand: Model:	each			
Water Heater 30 gallon (electric) Brand: Model:	each			
Water Heater 40 gallon (electric) Brand: Model:	each			
Mobile Home Water Heater 30 gallon atmospheric (NG or propane) Brand: Model:	each			
Mobile Home Water Heater 40 gallon atmospheric (NG or propane) Brand: Model:	each			
Mobile Home DWH 30 gallon sealed combustion (NG or propane) Brand: Model:	each			
Mobile Home DWH 40 gallon sealed combustion (NG or propane) Brand: Model:	each			
Safety Inspection of Combustion Appliance	each			
Safety Inspection of Combustion Appliance	each			
Chimney Liner	Inft			
Roof Jack Replacement	each			
Gas-line	Inft			
Vent Duct/Pipe	Inft			

Exhaust Fan

1. Exhaust fan replacements or repairs are to include removal of existing exhaust fans and/or associated components and proper disposal of all materials off-site.

Description	Unit	Material	Labor	Total
Exhaust fan - 60 cfm (includes wiring, switch, and duct to exterior)	each			

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Exhaust fan – 75 cfm (includes wiring, switch, and duct to exterior)	each			
Exhaust fan – 90 cfm (includes wiring, switch, and duct to exterior)	each			

Additional Miscellaneous Items

Duct Sealing with a pre-approved butyl backed foil tape or with mastic (per lin ft)

Labor: \$_____ Materials: \$_____

Duct Insulation R-3 minimum, Reflectix or equivalent (per lin ft)

Labor: \$_____ Materials: \$_____

Install pipe wrap any size (per lin ft)

Labor: \$_____ Materials: \$_____

Run Blower door test:

Running a blower door test includes calculating the Air Changes per Hour (ACH) in the field. Sealing the house to a level allowed by the blower door ACH calculation and performing a final blower door test to confirm the appropriate tightness level of the house.

Labor: \$_____

ADDENDA E

Contractor initials

I have reviewed the Requirements Section of this RFP and concur that these requirements will be met. (Page 26)

I have reviewed the Standard Provisions for Contracts Section and concur that these provisions will be met. (Pages 4-24)

I have reviewed the DAVIS BACON ACT requirement and Prevailing Wage amounts for workers and concur that these provisions will be met. (Pages15-26)

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City County, St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address
_____ Purchase Order Email Address	

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.