

DEPARTMENT OF ENERGY LOW-INCOME WEATHERIZATION ASSISTANCE PROGRAM TRI-CAP REQUEST FOR PROPOSAL (“RFP”) CONTENTS - DATED May 16, 2019

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I. GENERAL INFORMATION

A. Purpose

This Request for Proposal (“RFP”) is to contract for United States Department of Energy (“DOE”), Low Income Weatherization Insulation Services, administered by the Minnesota Department of Commerce (“DOC”), and delivered by TRI-COUNTY ACTION PROGRAM, INC., based and operating within the State of Minnesota and listed below in Section E (“TRI-CAP”).

Each applicant’s qualifications and all contracted services provided by or under the applicant must fully comply with all applicable DOE weatherization assistance and financial assistance program requirements and regulations (including but not limited to DOE 10 CFR Part 440 *et seq.* and CFDA 81.042), the Weatherization Assistance Program administered by the Minnesota Department of Commerce, the Weatherization Providers requirements referenced in this RFP, and any and all other applicable federal, Minnesota, county and municipal laws, statutes, ordinances, codes, building codes, orders, executive orders, decrees, rules, regulations, implementing rules and regulations, provisions, restrictions, directives, contracts and grant documents. And especially Appendix A material standards. This RFP is limited to contracted weatherization and insulation services specifically described in this RFP and the program requirements associated with them.

The DOE currently provides grants to states for distribution to low-income homes to purchase and install materials and implement other weatherization measures to improve energy efficiency under the Weatherization Assistance Program, 42 U.S.C. § 6861 *et seq.* DOE expanded the number of households eligible for assistance by increasing eligibility levels to households at or below 200 percent of the federal poverty level and increasing maximum assistance levels. This funding and subsequent workload has specific requirements that are discussed in this RFP and its attachments. We appreciate your diligence in assembling this information. In an effort to make that task easier, each applicant is required when responding to this RFP to complete and submit ATTACHMENT A and ATTACHMENT C – Proposer Package and the information and documentation requested in that Attachment.

TRI-CAP reserves the unqualified right to reject any or all offers submitted in response to this RFP, and TRI-CAP is, pursuant to this RFP and without qualification, under no obligation to let any contract or contracts to any party submitting an offer in response to this RFP. This RFP is a request for proposal only, and is not and shall not be understood to be an offer. The Secretary of the DOE, the Commissioner of the DOC, and their respective officials and representatives, or any of them, may impose reporting requirements on any party providing weatherization assistance-related services, weatherization and insulation services, financial assistance, or any of them, or on any party receiving funding pursuant to any such services or assistance.

B. Who May Respond

Only parties (a) currently licensed by the Minnesota Department of Labor and Industry as a Residential Building Contractor or Residential Remodeler, and (b) who meet the other requirements set forth in this RFP may respond.

C. Instructions on Proposal Submission

1. Closing Submission Date and Contents

Proposals must be submitted no later than 4:30 p.m. CDT on **Friday, June 7, 2019**. The entire proposer package consists of the following completed forms:

Certifications - ATTACHMENT A

Contractor's Technical Qualifications - ATTACHMENT C

2. Inquiries

To receive a copy of this RFP, please contact:

**Doris Washington, Program & Project Administrator
Tri-County Action Program, Inc.
1210 23rd Ave S - PO Box 683
Waite Park, MN 56387
Phone: (320) 251-1612**

Inquiries concerning this RFP should be directed in writing to Doris Washington, Tri-County Action Program, Inc., at the address above or by email at doris.washington@tricap.org. All responses must be in writing only and will be distributed to all parties requesting the information. Inquiries, communications or responses via telephone will not be considered.

3. Conditions of Proposal

Any and all costs incurred in the preparation of a proposal responding to this RFP shall be the sole responsibility of the responder and shall not under any circumstances be reimbursed by TRI-CAP.

4. Instructions to Prospective Proposers

Responses to this RFP shall be addressed as follows:

**Attention: Vendor Qualification Proposals
Tri-County Action Program, Inc.
1210 23rd Ave S - PO Box 683
Waite Park, MN 56387**

It is important that each proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

SEALED PROPOSAL

For Contracted Weatherization Insulation Services: 06/07/2019 - RFP Response

Failure to do so may result in premature disclosure of that proposal.

The responder is solely responsible for insuring that the proposal is received at the address and by the date and time specified above. Late proposals shall not be considered responsive to this RFP and shall not be given any consideration.

5. Right to Reject

Tri-CAP reserves the right to reject any and all proposals received in response to this RFP. Any contract or contracts offered or entered into by TRI-CAP, in response to any accepted proposal or proposals shall be based upon the factors described in this RFP.

6. Qualified Small Business/Women- and/or Minority-Owned Businesses

Tri-CAP will make efforts to include qualified small businesses and women- and minority-owned businesses on solicitation lists to assure that qualified small businesses and women- and minority-owned businesses are solicited with regard to this RFP whenever they are potential sources.

7. Notification of Award

It is expected that a selection of the pool of successful proposers will be made on or about **June 14, 2019**. Upon conclusion of final negotiations with the successful insulation contractors, all insulation contractor proposers submitting proposals in response to this RFP will be informed of the results. It is expected that contracts shall include a one (1) year window of eligibility, depending on contractor performance, with options for additional one year eligibility periods. Prices for services, labor, materials and improvements provided are fixed pursuant to this RFP and will be reviewed by TRI-CAP on an annual basis.

D. Participating in this RFP:

Tri-County Action Program, Inc.
1210 23rd Avenue S – PO Box 683
Waite Park, MN 56387-0683

E. Description of Services to be Provided

The Weatherization Assistance Program (WAP) uses energy conservation techniques to reduce the cost of home energy by an estimated percentage. Correcting health and safety hazards and potentially life-threatening conditions is the first consideration in WAP activities. Eligibility for participation in the WAP is based on one or more of the following factors:

- A dwelling unit occupied by a household who is determined eligible for the Minnesota Energy Assistance program.
- Households who are at or below 50 percent of the state median income.
- All homeowners and renters who are income eligible for the Minnesota Energy Assistance Program.
- Priority is given to households with at least one elderly or disabled member, and to households with the highest heating costs.

The WAP is funded through the U.S. Department of Energy and the Department of Health and Human Services.

Contractors are asked to provide:

- Exterior wall and attic insulation;
- Air infiltration and bypass sealing;
- Test, repair, and/or replace, as applicable, home mechanical systems to ensure efficiency and safety;
- Minor carpentry, wall patching and painting; and
- Other services as set forth in this RFP.

II. SPECIFICATION SCHEDULE

A. Scope of Services

Contractors to be selected shall perform weatherization and insulation-related services. All work performed will be in accordance with DOE-approved procedure, including the appropriate DOE-approved energy audit (single family, multifamily or mobile home) 10 CFR 440 Appendix A., and the recommendations and procedures of TRI-CAP. The Minnesota Weatherization Field Guide (the “Guide”) AND USDOE Standard Work Specifications (SWS) will be used as a guideline for the installation of weatherization measures, including all Official State and Federal Program Notices. The Guide and above mentioned requirements are available at:

<http://wxfieldguide.com/mn/>

http://wxfieldguide.com/mn/MNWxFg_Final_060115_Web.pdf

or

<http://mn.gov/commerce/industries/energy/service-providers/wap/>

or

<http://www.waptac.org/>

Detailed job book documentation and daily crew field notes are critical and are to be maintained by all selected contractors. All necessary paperwork must be filled out completely and accurately. TRI-CAP will, for each installation, provide to each selected contractor a job book containing the NEAT audit and any other relevant information necessary to complete each project. Each selected contractor shall, upon completion of the work, return the completed job book to Tri-CAP along with that contractor's invoice for Tri-CAP's review and payment. Incomplete job books will be returned to the contractor to complete, and no payment for any contractor invoice submitted shall be made until all relevant and fully completed job books have been accepted by Tri-CAP and that assigning Tri-CAP's review and acceptance of that invoice and work is complete, after it has been inspected.

Contractors are required to use lead-safe work practices. The contractor must be a Renovation, Repair and Painting (RRP) certified firm and all crew members must be certified.

B. Description of Services

Successful proposers will be required to furnish all services, labor, materials, improvements, equipment, tools, supplies, incidentals, supervision, and permits, as required. Successful proposers must have all necessary labor, equipment, materials and capacity to complete the work as assigned. All work is assigned at the discretion of TRI-CAP. The following are **illustrations only** of the types of work to be assigned:

- Infiltration Reduction - Major/Minor Air Sealing
 - Major/minor air sealing will be specified by the Energy Auditor ("Auditor") and priced in accordance with the agreed-upon payment scale.

- Attic Insulation
 - The Auditor will specify the settled density of all attic insulation in accordance with the NEAT Audit. Insulation contractors are expected to provide their own power for insulation blowers. Contractors will be responsible for any and all damage and repairs caused by using the client's electrical service. Any and all freezing of any home's water pipes caused by any insulation work performed by the contractor will be the responsibility of the contractor.

 - **Typically, unless specified differently by the Auditor, attics will be insulated as follows:**
 - *Open Blow* – Bypasses will be sealed prior to insulating, as specified in the job book. The contractor shall insulate the open attic to the depth specified in the job book. Blown cellulose primarily used. A target of R-49 is recommended. All insulation will be installed level with no fluffing and shall provide full area coverage. Height measure indicators shall be installed, one (1) for every three hundred (300) square feet of insulated space to demonstrate insulation height. A dated job label with work and product description visible from the opened attic access shall also be installed.

- *Side Attics* – Contractors will install blocking (sealed or foamed in) under the kneewall. If the area is not floored, the attic will be treated as an open blow. Existing batts stapled to joists must be pushed down tight to the ceiling of the heated space below and along the length of the eaves. This is also required for floored attics (approximately two (2) feet from the soffit).
- *Floored Attic* – The floor cavity shall be accessed either by removal of floorboards or by drilling access holes as needed, all as specified in the job book. Insulation will be installed to a density of between three-and-one-half (3.5) and four (4) pounds per square foot. Floorboards will be reinstalled and/or holes plugged, as applicable.
- *Attic Slants* – Slants should be insulated to between three-and-one-half (3.5) and four (4) pound density per cubic foot, whenever possible. Slant walls that cannot support that density will be blown but not dense packed. Insulation will be installed by tubing from the knee-wall or peak attic. Reinforcement of existing walls may be necessary.
- *Knee-walls* – Knee-walls will be insulated with fiberglass batts friction fitted tight to the studs. Existing batts need to be pushed tight to the knee-wall before installing additional insulation. If the savings-to-investment ratio permits, a second layer of R-19 insulation will be installed horizontally. Side attics used for storage will have house wrap installed over the batts. If the side attic is a heated space, poly iso, duct board or reinforced poly may as an alternative be installed on the roof rafters, and insulation blown to between three-and-one-half (3.5) and four (4) pound density per cubic foot behind the covering. Closet or built-in drawers will be air sealed prior to any insulation work.
- *Flat roofs* – Entry points, if drilled, will be repaired or patched. The roof will be restored to its original condition and made weather tight. Insulation will be installed to a density of between three-and-one-half (3.5) and four (4) pounds per cubic foot or as the ceiling permits without causing cracks, deflection or other damage.
- *Attic Access* – If entrances are cut or opened to allow access, repairs shall be made to restore the access points to no less than their original condition. Treatment of side attic doors shall include weather-stripping, sweep (on vertical accesses), fastening devices, and stop molding. All accesses will be insulated to an R-38 rating, or same as attic floor or knee-wall. Attic dams should be wood (1" x 12"), sufficient to retain the attic insulation, and allow an adult to get into the attic. Dams should be fastened to joists. New attic access shall have trim installed around it.
- *Attic Access Through Roof Shingles* – If no access for insulating is possible from inside the house, shingles may be removed and shall be reinstalled to no less than their original condition provided the contractor has the ability and necessary licensure to correctly repair that roof for function and appearance. Roof vents may be removed and reinstalled for this purpose. If the contractor lacks such ability and licensure, the contractor shall engage an independent, qualified and licensed roofing contractor to perform those services; the contractor shall be solely responsible for the work of that roofing contractor.
- *Recessed Lights* – Lights that are Type IC (Insulated Ceiling) rated fixtures shall be used. Where called for in the job book or by site conditions, light boxes for such fixtures shall be built from fire code gypsum or cement board and put around recessed lights to minimize air leakage. A three inch (3") clearance around the fixture and at least a twelve inch (12") clearance above the fixture shall be maintained, and contractors are to insulate over such light boxes. Under no circumstances shall non-IC rated fixtures be insulated over.
- *Chimneys* – The bypass must be sealed with sheet metal and high temperature caulk. Chimney dams must be constructed of metal, and insulation must be kept at a minimum of

- three inches (3") away from all chimney areas. Two inch (2") clearances shall also be maintained for all class "B" chimneys. Unless otherwise noted.
- *Chutes* – Baffles and chutes must have a minimum of one inch (1") clearance and shall be installed to allow circulation of air in the attic area.
 - *Vents* – Roof vents shall be lapped under shingles and caulked in properly according to manufacturer's recommendations. Roof vents may be used as an alternative for access to the attic area. Gable end and soffit vents shall be screened to restrict pests and shall be fixed securely.
 - *Attic Stair Treatment* – Attic stairs, landings, and sidewalls shall be insulated to a density of between three-and-one-half (3.5) and four (4) pounds per cubic foot. All holes shall be plugged and finished accordingly.
- **Sidewall Insulation:**
 - *Applied from Exterior Wall Insulation* – Exterior siding shall be removed as necessary, and holes shall be drilled in sheathing as needed. In cases of homes which have house wrap conditions (water resistant membranes), the house wrap shall be sliced, lifted and re-taped. Insulation will be blown into the wall cavity to a density of between three-and-one-half (3.5) and four (4) pounds per cubic foot. Spray foam shall not be used on exterior walls to plug holes. Voids will not exceed ten (10) square feet of total wall area blown. Access holes will be plugged and sealed as needed to minimize air leakage. Siding will be replaced so as to retain the original appearance of the structure. Siding damaged by the contractor shall be replaced at the sole expense of the contractor. Stucco exteriors will be drilled and plugged to make it weather tight. The contractor will subcontract the stucco patching to a qualified stucco contractor. The contractor shall record in the job book the number of holes needing to be patched and shall submit the invoice from the stucco contractor together with the insulation services invoice. The contractor will be responsible to ensure that exterior wall cavities used as the ductwork of the heating system shall not be insulated. Any resulting costs and expense to correct any unapproved conditions shall be the sole responsibility of the contractor, which costs and expense may include professional duct and furnace cleaning.
 - *Applied from Interior Wall Insulation* – Interior walls shall be drilled as needed to install insulation to a density of between three-and-one-half (3.5) and four (4) pounds per cubic foot. Holes will be plugged and patched by the contractor with a first layer of joint compound. On pre-1978 homes, lead-safe work practices must be used.
 - **Miscellaneous Activities:**
 - *Sheetrock* – Sheetrock work will be site specific. Sheetrock will be fire taped with one coat of joint compound, and not finished for cosmetic use. Waterproof sheetrock shall be used in bath areas.
 - *Foundation Sealing* - as indicated by blower door readings.
 - *Crawl Space/Wetspray* – Treatment of crawl spaces should include 6 mil vapor barrier covering any exposed ground surface, overlapping seams by 16" and extend 6" up the sidewall. R-19 fiberglass batts shall contact floor boarding. Fiberglass should be snug and supported with fixing devices as necessary. In the instance where a wet spray is called for, the poly vapor barrier shall be installed as previously described. All exterior surfaces shall be coated with three inches of a glue/insulation mixture. Cleanup of all areas to be included. Cost will be based on square footage of wall area. If wet spray is not used, use 1 ½" – 2" fire-rated foil-faced rigid foam board insulation affixed to the foundation wall.

- Notch at floor joists as required. Seams will be taped with foil tape.
 - *Doors* – Door replacements of entire pre-hung entry or service doors are required at times. Thresholds, sweeps, locking passage handles, and similar materials are needed to make the door/door frame assembly be more air-tight. Prices will include labor and are subject to site-specific conditions.
 - *Hot Water Jacket* – Will be site specific.
 - *Smoke Alarms/Carbon Monoxide Detectors* – each shall be installed in accordance with manufacturer’s specifications and in compliance with local building codes. Smoke alarms shall be installed in every bedroom plus one for each floor of the dwelling. C.O. detectors will be installed no more than ten feet (10’) from each bedroom. The date of installation will be labeled on both smoke and C.O. detectors, and each unit shall be tested to ensure proper operation once installed.
 - *Exhaust Venting* – Bathroom/kitchen exhaust fans will be vented with the proper sized metal ducting, and insulated with R 8 duct wrap or R 8 fiberglass wrapped and sleeved around the duct. Exhaust fan roof caps will be properly installed and the damper will be checked to see that it opens under normal conditions. All connections will be sealed air tight to ensure proper operations of the exhaust fan. After any modification to venting system, the contractor will measure with a flow-box and record the exhaust flow in the job book.
 - *Exhaust Fans* – The type and run time of the fan will be specified in the job book. Exhaust fans will be installed to the manufacturer’s specifications and vented as previously stated. Kitchen exhaust fans will be installed and vented as specified by the Auditor. All installations will be made with consideration for the electrician to wire. Only a licensed electrician may wire fans. After the installation of a new fan, the contractor will measure with a flow-box and record the flow in the job book. Venting insulation must have a continuous vapor barrier on the outside of the insulation.
 - *Dryer venting* – All plastic flex ducts will be replaced with rigid metal venting, and a new exhaust hood shall, when necessary, be installed together with the replacement vent. If necessary, a new exit hole will be created to accommodate that installation. On new installations, the first three feet (3’) from the vent termination will be insulated. The length of new venting will not exceed code restrictions of twenty five feet (25’), including allowances for elbows.
 - *Combustion Air* – Combustion air, and makeup air, will be installed as instructed by Tri-CAP. Generally the system will consist of an intake hood and insulated flex duct. Install a ten inch (10”) diameter combustion air can assembly. Except as noted, the flex duct will be six inches (6”) in diameter. All combustion air assemblies must be installed as specified by Tri-CAP and in compliance with local building codes (i.e. distance from exhaust terminations, etc.) A “J” trap may also be used instead of a can, as applicable.
- **Diagnostics, Pressure Balancing, Ductwork Sealing**
 - *Ductwork Sealing* – To reduce air leakage, Duct sealers shall install duct mastic and fiberglass mesh to seal duct leaks. When they need reinforcement or temporary closure, the duct sealers use tape or sheet metal. Observe these three standards.
 1. Seal seams, cracks, joints, and holes, less than ¼ inch using mastic and fiberglass mesh.

2. Bridge seams, cracks, joints, holes, and penetrations, between $\frac{1}{4}$ and $\frac{3}{4}$ inch, with sheet metal or tape and then cover the metal or tape completely with mastic reinforced by mesh at seams in the sheet metal or tape.
3. Overlap the mastic and mesh at least One inch beyond the seams, repairs, and reinforced areas of the ducts. This includes re-attachment of disconnected ducts. Both supply and return ducting will be specified by Tri-CAP. When ductwork exists outside thermal boundary, a pressure pan must be used to test the air.

Contractors will conduct and document the tests listed below when applicable for each home. The result will be included with the job book.

Mechanical Contractors (Combustion safety testing requirements apply only to combustion appliances)

- Gas Pressure Test - on replacements, clean and tune, or repair (8.5 MN Weatherization Field Guide - SWS Aligned Edition) Gas pressure testing is required in cases where a mechanical contractor will go to the home as part of weatherization work. (USDOE approved variance to SWS 5.3003.14a).
- Combustion Analysis/CO in Flue - on replacements, clean and tune, or repair (8.1 MN Weatherization Field Guide - SWS Aligned Edition)
- CAZ Depressurization Test - at the end of each day on replacements, exhaust fan work, and any changes to building tightness. This test is not required in dwellings where all space and water heating plants are electric. (8.1 MN Weatherization Field Guide - SWS Aligned Edition)
- Combustion Spillage Test – at the end of each day on replacements, clean and tune, or repair (8.1 MN Weatherization Field Guide - SWS Aligned Edition)
- Heat Rise Test on replacements, clean and tune, or repair (8.3.1 MN Field Guide - SWS Aligned Edition)
- ASHRAE Fan Room Balancing Test - on fan installs in homes with non-forced air systems (9.2 MN Weatherization Filed Guide – SWS Aligned Edition)

Building Shell Contractors/Crews (Combustion safety testing requirements apply only to combustion appliances)

- Blower Door @ 50 Pa: pre and post (12.2 MN Weatherization Field Guide - SWS Aligned Edition)
- Attic Zonal Pressures: pre and post
- CAZ Depressurization Test: required at the end of each day. This test is not required for building shell contractors and crews in dwellings where all space and water heating plants are electric, sealed combustion, or power vented. (8.1 MN Weatherization Field Guide - SWS Aligned Edition)
- Combustion Spillage Test: required at the end of each day (8.1 MN Weatherization Field Guide - SWS Aligned Edition)
- Room-to-Room Pressure Balance: pre and post on homes with forced air systems (9.2 MN Weatherization Field Guide - SWS Aligned Edition)
- ASHRAE Fan Room Balancing Test - on fan installs in homes with non-forced air systems (9.2 MN Weatherization Field Guide - SWS Aligned Edition)

The Auditor may call for additional work not covered specifically by this document. Such work will be priced at an established rate according to the current pricelist or as agreed upon with the contractor.

Any changes in the original work order due to omissions, errors, or unknown or unexpected conditions found on the job site shall be reviewed by Tri-CAP's designated representative and a change order issued for these changes as authorized by Tri-CAP or its designated representative. Tri-CAP reserves the right to deny payment for any work not previously authorized by the designated representative of Tri-CAP.

C. Delivery Schedule

All work in homes must be completed within ninety (90) calendar days from the date of the initial Audit. In many cases, there is mechanical work that must be performed **prior to** any weatherization or insulation work. By the time a contractor receives the job book with the work order for weatherization, there may be only thirty (30) to forty-five (45) calendar days left of the 90 day period. Long or unscheduled delays or lead times create problems for everyone involved, so prompt turn-around times are essential.

Inspection must be arranged with Tri-CAP in advance of completion of the work. On-site inspections are preferred and are accomplished by the contractor and Tri-CAP's Quality Control Inspector (QCI) review of the work. In the event that on-site inspection cannot be arranged, Tri-CAP will arrange inspection without the contractor present. If the job fails initial inspection, a punch list of deficiencies will be provided by that QCI within a reasonable period of time to the contractor, and the contractor must arrange to correct those deficiencies promptly and in no more than ten (10) calendar days following such delivery of such punch list and solely at contractor's expense. Additionally, Tri-CAP may charge the contractor for re-inspections.

Once the job has fully passed inspection and all deficiencies have been corrected to the reasonable satisfaction of Tri-CAP's inspector, the contractor shall, within ten (10) business days after such inspection and correction, submit the job book and invoices to TRI-CAP for review and payment.

Job books returned to Tri-CAP must contain the following additional information in order for the contractor to receive payment:

- Start and completion dates of the work performed by the contractor;
- Pre and post blower door tests and zone pressures, as recorded by the contractor;
- Room to room pressure results and a detailed description of any and all corrective measures taken;
- Notes specifically describing any changes to the work, together with a copy of the change order as approved in advance by TRI-CAP's designated representative;
- A completion form as signed by the client and the contractor; and
- Any other requirement that may change during the course of this contract.

This scope of work does not include all possible project or site conditions, and is meant to provide guidelines under which the contractors are to operate. This scope does not cover mobile homes. The contractor and its agents shall at all times represent themselves in a proper, respectful and professional manner, pursuant to the conditions contained in ATTACHMENT B – REQUIRED WORKPLACE POLICIES.

The contractor will ensure that all of the contractor’s on-site personnel (including but not limited to the contractor’s employees, representatives, agents, subcontractors, suppliers, and independent contractors) have submitted a release to conduct a criminal background check, have received the necessary education and training, and possess the necessary licenses, to perform the duties necessary for the proper completion of the projects assigned, including DOE lead safe weatherization training. Tri-CAP will assist the contractor in obtaining this education and training; however, the contractor is solely responsible for insuring that all of the contractor’s on-site personnel shall receive all such education and training, and possess such licenses (all of the requirements contained in this paragraph, collectively, the “Education and Training Requirements”).

Tri-CAP reserves the right to dismiss a contractor and revoke any work order if:

- The contractor fails to maintain the proper education and training of all of its personnel; or
- The contractor fails to comply with the Required Workplace Policies contained in ATTACHMENT B; or
- The quality of the work performed is found to be of a level not acceptable by Tri-CAP ; or
- Funding for the programs is disrupted, limited, or is no longer available; or
- The contractor fails in any way to conform with the Weatherization Providers requirements referenced in this RFP or any other contractor-related requirements contained in this RFP; or
- The contractor’s performance, qualifications or services fail to fully comply with the requirements of all applicable DOE weatherization assistance and financial assistance program requirements and regulations, the Weatherization Assistance Program administered by the Minnesota Department of Commerce, and any and all other applicable federal, Minnesota, county and municipal laws, statutes, ordinances, zoning ordinances, codes, building codes, orders, executive orders, decrees, rules, regulations, implementation rules and regulations, provisions, restrictions, directives, contracts and grant documents (all of the these six bullet points, collectively, the “Performance Requirements”).

The contractor is expected to accept work orders of all dwelling types. The contractor has the option, without penalty, to refuse any project assigned prior to performance by that contractor, for good reason-approved by Tri-CAP-of any of the work (including but not limited to any services, labor, materials or improvements to be provided by the contractor) required for that project. However, failure by a contractor to complete a project, once accepted by the contractor, may result in loss by the contractor of any compensation for any services, labor, materials or improvements provided by the contractor for that accepted project, and may result in that contractor not being considered, in the sole and absolute discretion of Tri-CAP, for assignment by Tri-CAP of any other project.

D. Payment

Payment for completed project work performed in accordance with that project’s job book and specifications, which has fully passed inspection by Tri-CAP ’s QCI, with all deficiencies corrected to the satisfaction of Tri-CAP ’s QCI, with all invoices submitted, and so long as the contractor is fully in conformance with the Education and Training Requirements, the Performance Requirements, and all other contractor requirements and obligations referenced in this RFP -- will be tendered to that contractor after receipt of all such documentation and review and acceptance by Tri-CAP . Invoices will be paid within thirty (30) calendar days after all of the above conditions have been satisfied, and upon receipt of full and final lien waivers provided by the contractor (both with regard to the

Contractor’s services, labor, materials and improvements provided for or to that project, and for any and all services, labor, materials and improvements provided for or to that project by each and every sub-contractor and materials’ supplier of the contractor.

E. Work Product

All work product, including but not limited to job books, drawings, specifications, plans and studies, is the property of Tri-CAP and subject to program rules and all applicable Performance Requirements; provided, however, that contractors are solely responsible and liable for all services, labor, materials and improvements provided for or to each project by that contractor, each and every subcontractor of that contractor, or any of them.

F. Confidentiality

Each proposer shall comply with the Minnesota Data Practices Act and all other Performance Requirements with regard to all data provided by and to Tri-CAP, this RFP, the subject matter of this RFP, and any and all data created, gathered, generated, used, accessed or acquired with regard to this RFP, the subject matter of this RFP, or any of them.

G. Professional Standards

See ATTACHMENT B – REQUIRED WORKPLACE POLICIES.

III. CONTRACTOR’S TECHNICAL QUALIFICATIONS

Note: Two (2) complete copies of the;

**Contractor’s Technical Qualifications - ATTACHMENT E,
Certifications - ATTACHMENT A**

as completed by the contractor, shall be included with and shall be considered a part of the contractor’s proposal submitted in response to the RFP and will be attached as part of any contract Tri-CAP may execute with Contractor.

IV. PROPOSAL EVALUATION

A. Submission of Proposals

All proposals to be submitted shall be submitted in the form of ATTACHMENT E – PROPOSER PACKAGE, a blank copy of which is attached to this RFP. Each such proposal shall include the following as part of ATTACHMENT E – PROPOSER PACKAGE:

1. Two (2) complete copies of a signed Contractor’s Technical Qualifications questionnaire, a blank copy of which is as ATTACHMENT E, together with all statements, information and attachments included therein and therewith; and

D. Review Process

Tri-CAP will open and record all responses for this RFP. Each response will be assigned a number. All responses will be evaluated and scored according to the criteria set forth in this RFP. The responsive proposals will be ranked according to score. After reviewing the results, the successful pool will be announced and the unsuccessful proposers will be notified.

Tri-CAP will begin the contract process at that point. Contractors should be prepared to provide services as requested by Tri-CAP. Each contractor in the pool may not be offered a contract by Tri-CAP. If during contract negotiations Tri-CAP and the contractor are unable to reach agreement, it is possible that an initially successful proposal will not result in a contract for services. Entry by Tri-CAP and contractor into a binding contract does not guarantee that any project or work shall be assigned to that contractor.

ATTACHMENT A – CERTIFICATIONS

_____, the individual signing this Attachment A – Certifications, represents and certifies, on behalf of the Contractor identified below, that:

1. He/she is authorized to represent and bind the Contractor with respect to all matters contained in this Attachment A – Certifications, and that Tri-CAP may fully rely upon such authorization in all matters with regard to this Attachment A – Certifications, the Master Construction Agreement by and between the Contractor and Tri-CAP, the “RFP”, as defined in Paragraph 2 herein below, and any and all matters related thereto.
2. There has been no attempt or effort made by or on behalf of the Contractor to discourage, limit or interfere with any potential contractor from submitting a proposal or offer in response to the Funding Request for Proposal dated **May 16, 2019** and issued by Tri-CAP identified therein (collectively, the “RFP”).
3. He/she has read and understands the RFP and all attachments to that RFP.
4. The Contractor’s qualifications and all contracted services to be provided by the Contractor shall fully comply with all applicable DOE weatherization assistance and financial assistance program requirements and regulations (including but not limited to DOE 10 CFR Part 440 *et seq.* and CFDA 81.042), the Weatherization Assistance Program administered by the Minnesota Department of Commerce, the Weatherization Providers requirements referenced in this RFP, and any and all other applicable federal, Minnesota, county and municipal laws, statutes, ordinances, codes, building codes, orders, executive orders, decrees, rules, regulations, implementing rules and regulations, provisions, restrictions, directives, contracts and grant documents.
5. The Contractor does and shall during the entire time when Contractor provides any services, labor, materials, improvements, or any of them, to or for any project, home, dwelling or property, pursuant to the terms and conditions of the Master Construction Agreement, (a) carry and maintain casualty, liability and Workers’ Compensation insurance coverages adequate and sufficient for Contractor’s business purposes, (b) provide a certificate of insurance, pursuant to the terms and conditions of the Master Construction Agreement, naming Tri-CAP and Tri-CAP’s client(s) as additional insured, (c) be fully in compliance with Minn. Stat. § 176.181, subd. 2 pertaining to workers’ compensation insurance coverage, and (d) fully and strictly comply with all other insurance requirements contained in the Master Construction Agreement.
6. The Contractor will at all times comply with Executive Order 11246, as amended, as supplemented by regulations at 41 CFR Part 60 (collectively, the “E.O.”), which is administered by the Employment Standards Administration’s Office of Federal Contract Compliance Programs within the U.S. Department of Labor, which E.O. prohibits federal contractors, subcontractors and federally-assisted construction contractors and subcontractors which generally have contracts that exceed \$10,000.00 from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin, and also requires covered contractors to take affirmative action to

ensure that equal opportunity is provided in all aspects of their employment.

7. The Contractor will comply at all times with the Copeland Anti-Kickback Act, 18 U.S.C. 874, as amended, and as supplemented by U.S. Department of Labor regulations (29 CFR Part 3, “Independent Contractors and Sub Contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract.
8. Neither the Contractor nor its principal employees are excluded from federal procurement or non-procurement programs (Executive Order 12549, Debarment and Suspension, 3 CFR 1986 Comp. p. 189), and that the Contractor and any individuals to be assigned by or on behalf of the Contractor to any project as assigned by any Tri-CAP do not have a record of substandard work.
9. The Contractor, when delivering services, labor, materials, improvements, or any of them, pursuant to a fully executed Master Construction Agreement, shall work under the broad supervision of Tri-CAP weatherization staff.
10. The Contractor has the ability to meet the standards and policies of Tri-CAP as set forth in ATTACHMENT B – REQUIRED WORK PLACE POLICIES.
11. The Contractor warrants and agrees that no employee, representative or agent of Tri-CAP is participating directly or indirectly on the Contractor’s behalf in the procurement process or shall, as a result of the Contractor’s entry into the Master Construction Agreement, become or accept employment as an employee or independent contractor of the Contractor. For any breach or violation of this warranty, Tri-CAP shall have the sole and absolute right and discretion to terminate the Master Construction Agreement without liability to Tri-CAP.
12. Each of the above statements and certifications are true, correct and complete, and shall continue at all times to be true, correct and complete during the term of the Master Construction Agreement. The Contractor further understands that Tri-CAP will use reasonable efforts to keep all information provided with regard to the RFP confidential, and shall use information to verify the qualifications of the Contractor as a weatherization vendor, provided, however, that the contractor understands and agrees that Tri-CAP shall have no liability to the Contractor or any party acting through, on behalf of or with regard to the Contractor for any claimed or actual failure relating in any way to such confidential treatment.
13. The Contractor hereby authorizes the Community Development Director to obtain a credit report on the Contractor. The Contractor’s federal tax identification number is
_____.
14. The Contractor hereby authorizes and requests that any individual, firm, partnership, corporation, limited liability company, other entity, or any other third party contacted by Tri-CAP or any of them, furnish to Tri-CAP, or any of them, any information requested by Tri-CAP, or any of them, for due diligence purposes and with regard to any of the information provided by the Contractor in

any submission, proposal, documentation, response, disclosure or data with regard to the RFP, that the Contractor agrees to accept and assumes any and all liability and responsibility for any and all such furnishing of information by any such third party to Tri-CAP , or any of them, and the Contractor warrants and covenants to indemnify and hold Tri-CAP , and each of them, harmless from any and all liabilities and expenses incurred by Tri-CAP , or any of them, as a result of any act or omission of the Contractor or its employees, subcontractors, independent contractors, agents, representatives, suppliers or vendors with respect to such due diligence.

15. The Contractor agrees and covenants to execute and provide, on an expedited basis, to Tri-CAP, or any of them, any release, authorization, waiver or similar form, as requested by Tri-CAP, or any of them, authorizing that any such information so requested by Tri-CAP , or any of them, from any third party, as described in Paragraph 14 immediately above, be provided by such third party to Tri-CAP , or any of them.

Dated this _____ day of _____ 2019

“Contractor”

By: _____

Its: _____

ATTACHMENT B – REQUIRED WORK PLACE POLICIES

Contractor Site Access Policy

Purpose:

In order to provide and maintain a safe, secure workplace, promote the health and welfare of their employees, protect their public image and physical assets, and preserve a good relationship with their clients and customers, TRI-CAP has established access requirements for all contractors, subcontractors, and their respective employees, representatives, agents, independent contractors, vendors and suppliers.

Definitions

- “Tri-CAP” – The weatherization staff.
- “Contractor” – Any contractor, including that contractor’s subcontractors.
- “Employee” – Any employee, independent contractor, representative, agent, vendor or supplier of a Contractor or Contractor’s subcontractor, respectively.

Pre-Access Requirements

Contractors and their Employees requiring access to Tri-CAP’s property or assets, or to any property or asset of any client or customer of Tri-CAP , or any of them, whether the Contractors, Employees, or any of them, are acting as a representative of Tri-CAP (which representation is subject to the prior, written approval of Tri-CAP , which approval may be withheld, delayed or denied at the absolute and sole discretion of Tri-CAP), or otherwise, and/or who have been provided prior, written approval by Tri-CAP for access to Tri-CAP’s respective confidential and proprietary information, must complete and pass a background check and drug test prior to being granted physical or electronic access via any specified medium to Tri-CAP , pursuant to the following conditions:

- Contractor Responsibilities
 - It is the Contractor’s responsibility, at the Contractor’s sole expense, to arrange and provide for all necessary background checks and drug tests for their Employees, through the vendor of their choice.
 - All costs and expenses associated or incurred, directly or indirectly, with regard to these site access requirements will be the responsibility of the Contractor, including but not limited to any wages or other payments which may be part of a collective bargaining agreement.
 - The Contractor will determine, and certify in writing to Tri-CAP, the eligibility of Employees to perform work for Tri-CAP, consistent with the parameters of this policy.
- Criminal Background Check
 - Background checks will include:
 - a Social Security Number (SSN) verification;
 - a national criminal scan; and
 - county criminal searches to include the county of each Employee’s current residence and the county of current or most recent employment.
 - A repeat background check is required when an Employee leaves his or her employment and is re-hired after an absence of no less than six (6) months.

- A Contractor is responsible for re-evaluating an Employee’s site access when the Contractor becomes aware that an Employee has been involved in criminal activity that could potentially disqualify the Employee’s access status. If the Employee is determined to pose an unacceptable risk, the Contractor shall immediately remove that Employee from the site.
- The following factors are of particular concern to Tri-CAP and shall be closely scrutinized and monitored by the Contractor in determining the eligibility of each Employee for site access:
 - Drug use, manufacturing, trafficking, sale or intent to sell/distribute, or any of them;
 - Significant honesty issue (e.g., extortion, embezzlement, perjury, theft, forgery);
 - Serious violent behavior (e.g., rape, sexual assault, aggravated assault, armed robbery, arson, manslaughter);
 - Any employment-related criminal misconduct; and/or
 - Any criminal conviction for any behavior, activity or issue which in any way relates to or involves one or more sites or access to any site.
- Drug Testing
 - At a minimum, a five (5) panel drug test will be completed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified testing facility.
 - Drug testing parameters will follow Department of Transportation (“DOT”) guidelines.
 - Any Employee testing positive or any test deemed to be positive, pursuant to DOT guidelines, shall be ineligible to perform any future work under any contract or agreement with any Tri-CAP.
 - A repeat drug test is required when an Employee leaves his or her employ and is rehired after an absence of no less than six (6) months.

Working Visitor Access

Contractors and trade unions shall adhere to the Pre-Access Requirements as stated above, and each Contractor shall be responsible for any violation by any Employee of that Contractor, by any trade union official, employee, representative or agent involved in any matter regarding that Employee, that Contractor, or both. It may be necessary under certain conditions, determined in the sole and absolute discretion of Tri-CAP, to allow access to a site under these Working Visitor access provisions. Tri-CAP will consider requests for Working Visitor access based on the circumstances of the request, site conditions, and any and all other factors as determined by Tri-CAP, and in the sole and absolute discretion of that TRI-CAP. Working Visitor access may be revoked at any time and for any or no reason, in the sole and absolute discretion of Tri-CAP.

- Working Visitor – Allows an individual to perform work on a site, whether scheduled or unscheduled, for either, as determined in the sole and absolute discretion of Tri-CAP, a period of no more than five (5) consecutive workdays or while awaiting any background check and drug test to be completed and approved.
 - Working Visitor access is appropriate in situations such as, but not limited to, short notice call to work, emergency repair, a manufacturer’s representative’s need, or the need for a mechanic for vehicle repair.

- Tri-CAP is responsible for ensuring that a Working Visitor is escorted at all times while on site by a Contractor or that Tri-CAP's employee or representative. The Contractor has primary responsibility for escorting their Employees who are under a Working Visitor status. An Employee who has been issued a picture keycard may act as an escort for that Contractor's Employees. Any Employee may also act as an escort, provided, however, that the Contractor is solely responsible for all actions and omissions of that Employee and of all of its Employees with regard to Working Visitor matters and for any third party designated as a Working Visitor with regard to that Contractor.
- When work unexpectedly has to extend beyond the five (5) day limit, which extension is subject to the sole and absolute discretion of Tri-CAP, a background check and drug test must be initiated by the Contractor. Working Visitor access status will remain in effect for the affected individual(s) until the background check(s) and drug testing have been completed and approved as described above.

Post Access Drug Testing Requirements

- Reasonable Suspicion Testing
 - When there is reasonable suspicion to believe an Employee is in possession of or under the influence of alcohol or any illegal drug while working under an assigning Tri-CAP's Master Construction Agreement, the Contractor shall evaluate the Employee's behavior and conduct all necessary drug and alcohol tests, and the Contractor shall in writing immediately notify Tri-CAP of such behavior and testing, and shall immediately following the availability to the Contractor of the results of such testing notify Tri-CAP in writing of such results and of the actions taken by the Contractor with regard to such results. "Reasonable suspicion" is a belief based on behavioral observations or other evidence sufficient to lead a reasonable person to suspect that an individual is under the influence of alcohol or any illegal drug, and that that individual presents exhibiting traits such as but not limited to slurred speech, inappropriate behavior, decreased motor skills or restricted ability to understand requests, directives, speech or writings.
 - All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or any other payments that are part of a collective bargaining agreement.
 - Any Employee or other individual who has at any time been removed from Tri-CAP's property, a work site, a job site, or any of them, for such reasonable suspicion testing will not be eligible to return to such property, work site or job site until the Contractor certifies in writing that that Employee or other individual tested negative for drugs and alcohol.
 - Any Employee or other individual who tests positive for alcohol or illegal drug use shall be ineligible for any further work with or for any of Tri-CAP, and shall, except as otherwise determined by Tri-CAP and in the sole and absolute discretion of Tri-CAP, not be permitted onto or into any Agencies' property or on any work site or job site.

Post Incident Testing

Employees will be required to undergo drug and alcohol testing when involved in or believed to cause, by action or omission, a work-related accident while working under contract with Tri-CAP, where the Contractor was operating or assisting in the operation

of machinery, equipment, or vehicles involved in a work-related accident which resulted in medical care or treatment, property/equipment damage, or both, and the Contractor shall in writing immediately notify Tri-CAP of such incident and testing, and shall immediately following the availability to the Contractor of the results of such testing notify Tri-CAP in writing of such results and of the actions taken by the Contractor with result to such results.

- All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or other payments that are part of a collective bargaining agreement.
- Any Employee or other individual involved in such an incident may continue working (except in those cases where reasonable suspicion testing is, in the sole and absolute discretion of Tri-CAP , warranted), but such Employee or individual will require escorted access until the Contractor certifies that that Employee or individual tested negative for alcohol and illegal drugs.
- Any Employee or other individual who tests positive for alcohol or illegal drug use shall be ineligible for any further work with any of Tri-CAP, and shall, except as otherwise determined by Tri-CAP and in the sole and absolute discretion of that Tri-CAP , not be permitted onto or into any Agencies' property or on any work site or job site.

Special Project Considerations

When the needs of a project warrant, in the sole and absolute discretion of Tri-CAP, modification to these testing parameters, where a Project Labor Agreement (“PLA”) or other collective bargaining agreement exists or is negotiated, or any of them, a project specific policy, to be determined in the sole and absolute discretion of Tri-CAP, shall determine the applicable site access requirements.

Enforcement:

Contractors will maintain background and drug testing records in accordance with all applicable federal and state regulations.

Tri-CAP reserves the right, in their respective sole and absolute discretion, to refuse site access to anyone, and to audit, interview and investigate any and all Contractors, subcontractors, Employees, and their respective records, documentation and data, whether in written or electronic form, and however stored or maintained, with regard to compliance with the terms and conditions of policies addressed or referenced in this Attachment B – Contractor Site Access Policy.

Failure by the Contractor to strictly adhere and conform to the terms and conditions of this Policy, including any violations of the Policy, may result in the termination by Tri-CAP , in the sole and absolute discretion of that Tri-CAP , of a Contractor’s Master Contractor Agreement.

Contractor Standards of Conduct

By accepting any work with TRI-CAP, contractors have a responsibility to Tri-CAP and their respective employees, customers and clients to adhere to certain rules governing the behavior and conduct of contractors and their employees, independent contractors, subcontractors, representatives, agents, vendors and suppliers (collectively, the “Parties”). The purpose of these rules is not to restrict contractors’ rights, but rather to be certain that contractors and the Parties understand what conduct is expected and required of and by them.

Unacceptable Activities:

Tri-CAP expects that each Party act at all times in a mature, respectful and responsible way and manner. To avoid any possible confusion, some of the more obvious unacceptable activities and behaviors which violate such expectations are noted below. Parties’ avoidance of these activities will be to their benefit and to the benefit of Tri-CAP and Tri-CAP’s employees, representatives, customers and clients, respectively. If any Party has any questions concerning any work or safety rule, or any unacceptable activities, whether listed below or otherwise, that Party is to consult the appropriate Agency’s manager for an explanation.

No attempt has been made here to establish an exhaustive list of unacceptable activities. The following are provided for illustration purposes only. Should there arise instances of unacceptable conduct not listed below, Tri-CAP may find it necessary to take appropriate action in accordance with Tri-CAP’s respective policies and procedures.

Behavior Violations:

- Willful violation of any Tri-CAP rule; any deliberate action that is extreme in nature and is obviously detrimental to the efforts of Tri-CAP to operate efficiently.
- Willful violation of security or safety rules, or failure to observe safety rules or Tri-CAP’s respective safety practices; failure to wear required safety equipment; tampering with any Tri-CAP equipment, including but not limited to safety equipment.
- Sharing or giving security cards, ID badges, security codes to the building’s alarm system and parking gate, or any other information or data regarding or involving any security issue or matter, to any unauthorized party.
- Negligent, careless or willful action or inaction which endangers or may endanger the life, health, safety or well-being of another person, or which action or inaction threatens to harm, damage or destroy any property or any property interest.
- Unauthorized possession of firearms, weapons, explosives or any dangerous material or equipment by any individual while on Tri-CAP, customer or client property or premises, on any work site or job site, or any of them.
- Threatening, intimidating or coercing any employee, representative, customer or client of any Tri-CAP, whether on or off any Tri-CAP, customer or client property or premises, whether or not on any work site or job site, and at any time and for any purpose or reason, or no purpose or reason.
- Engaging in criminal conduct or acts of violence, making threats of violence or criminal activity toward or involving any person while on any Tri-CAP, customer or client property

or premises, whether or not on any work site or job site, and whether or not the targeted person is representing TRI-CAP or any of them; fighting, horseplay or provoking a fight on any Tri-CAP, customer or client property or premises, or on or off any work site or job site.

- Theft of any Tri-CAP, customer or client property; unauthorized possession or removal of any Tri-CAP, customer or client property, including but not limited to documents, from any Tri-CAP's, customer's or client's premises or property without prior permission from Tri-CAP; unauthorized use of Tri-CAP, customer or client equipment, property or data; use of Tri-CAP, customer or client equipment or other property for profit or personal gain.
- Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another contractor or with any employee, independent contractor, representative, agent, subcontractor, vendor or supplier of any contractor; willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency whether or not on any Tri-CAP, customer or client property or premises, or on any work site or job site.
- Conducting any lottery, gambling or gaming action on any Tri-CAP, customer or client property or premises, whether or not on any work site or job site.
- Any act of harassment, whether sexual, racial or other; telling sexist or racial or sexual- or racial-type jokes; making racial or ethnic slurs.
- Creating or contributing to any unsafe or unsanitary condition on any Tri-CAP, customer or client property or premises, whether or not on any work site or job site.
- Obscene or abusive language toward any manager, supervisor, employee, client, customer, independent contractor, subcontractor, vendor or supplier; indifference or rudeness towards a client, customer or fellow employee; any disorderly/antagonistic conduct on any Tri-CAP, client or customer property or premises, whether or not on any work site or job site.
- Being intoxicated or under the influence of illegal drugs or controlled substances while working for or on behalf of any of Tri-CAP; use, possession or sale of any quantity or amount of illegal drugs or controlled substances while on any Tri-CAP, client or customer property or premises, with the exception of pharmaceutical medications, as prescribed by a physician, which do not impair work or job performance.
- Sleeping on the job; loitering or loafing during working hours.

Contractor Sexual Harassment Policy

It is the policy of Tri-CAP that sexual harassment of any of Tri-CAP's employees, customers, clients, representatives, agents, contractors or independent contractors is forbidden. Sexual harassment increases hostilities, creates an offensive and hostile working environment, decreases productivity, adversely affects positive working relationships and positive work environments, unnecessarily increases operating costs and expenses of Tri-CAP , and tarnishes the image of Tri-CAP in the communities they serve and among their stakeholders (collectively, the "Policy").

For purposes of this Policy, sexual harassment is defined as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when such conduct is directed at or related to one's gender and includes any one or more of the following: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or working or business relationship, 2) submission to or rejection of such conduct by an individual is used as a basis for employment or working or business relationship decisions affecting such individual, or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile working environment.

Sexual harassment is a violation of the Minneapolis Civil Rights Ordinance, the Minnesota Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, and other applicable federal, state and municipal laws, statutes, ordinances, rules, regulations, and codes. Any occurrence of sexual harassment may further result in liability to Tri-CAP and their respective employees, officers, representatives, agents, contractors, independent contractors, vendors, suppliers, or any of them. Sexual harassment occurring in the work place, including in the homes of any of Tri-CAP's customers or clients, or at any work site or job site, is unacceptable and will not be condoned or tolerated; nor will sexual harassment be condoned or tolerated in any Tri-CAP's employment environment or arena, including but not limited to recruiting, testing, hiring, transfer, promotion, discipline, termination, or any other area of employment.

Any instance or occurrence of sexual harassment arising anywhere and at any time within any of Tri-CAP's work places (including but not limited to in the homes of any of Tri-CAP's customers or clients), business environments, work sites, or job sites is to be reported immediately to the involved Tri-CAP or Agencies, and as applicable to the involved contractor.

Contractor Data Privacy Policy

Tri-CAP expects and requires that their contractors respect the privacy of Tri-CAP's respective clients, customers, employees, and other independent contractors and subcontractors (individually or collectively, the "Clients"), and that TRI-CAP's contractors take seriously their respective responsibilities regarding the security of information held on data subjects which in any way concerns or relates to Tri-CAP, the Clients, or any of them. This Data Privacy Policy (the "Privacy Policy") has been created to generally describe the way in which Tri-CAP requires that their contractors strictly comply with and adhere to this Contractor Data Privacy Policy (the "Privacy Policy").

This Privacy Policy applies to all of Tri-CAP's contractors (individually or collectively, the "Contractors") and to the Contractors' respective employees, shareholders, members, partners, directors, governors, representatives, agents, subcontractors, independent contractors, vendors and suppliers (those last twelve categories, collectively, the "Employees").

The Contractors and their respective Employees shall comply with the Minnesota Data Practices Act and any and all other applicable federal, state, county and municipal laws, statutes, ordinances, codes, orders, executive orders, decrees, rules, regulations, restrictions, directives, contracts and grant documents with regard to all data provided by, or regarding Tri-CAP, the Clients, or any of them, this RFP, the subject matter of this RFP, and any and all data created, gathered, generated, used, accessed or acquired with regard to Tri-CAP, the Clients, this RFP, the subject matter of this RFP, or any of them; provided, however, that each Contractor receiving or responding in any manner to this RFP, whether by submitting a proposal, entering into a construction agreement with Tri-CAP, or otherwise, and who has at any time authorized or requested that any individual, firm, partnership, corporation, limited liability company, other entity, or any other third party contacted by Tri-CAP, or any of them, furnish to Tri-CAP, or any of them, any information requested by Tri-CAP, or any of them, for due diligence purposes and with regard to any of the information provided by the Contractor in any submission, proposal, documentation, response, disclosure or data with regard to the RFP, shall accept and assume any and all liability and responsibility for any and all such furnishing of information by any such third party to Tri-CAP, or any of them, and the Contractor warrants and covenants to indemnify and hold Tri-CAP, Clients, and each of them, harmless from any and all liabilities and expenses incurred by Tri-CAP, Clients, or any of them, as a result of any act or omission of the Contractor or Employees with respect to such due diligence.

Contractors and their Employees shall only use personal data of any kind, type or nature which the Contractors, the Employees, or any of them, have collected in relation to Tri-CAP, the Clients, or any of them, where the Contractors and the Employees have the consent of Tri-CAP or the Clients, as applicable, when it is lawful to do so, and only so long as such data are limited to use for matters directly concerning the work performed or to be performed by that Contractor and the Employees, or any of them, for that Client or Clients, as specified in the Contractor's fully-executed Master Construction Agreement with the applicable Tri-CAP. No information, whether personal data or otherwise (which information shall include, but not be limited to, access to any Client or Tri-CAP real or personal property, Client or TRI-CAP contact information or directories, benefit or compensation administration or workforce management, performance management, performance reviews, Client eligibility for any Tri-CAP administered or related program, development, training, budgeting, planning, security, security management, transaction process, or financial administration), with regard to any Client or Tri-CAP shall be used by the Contractors, the

Employees, or any of them, for any other purpose absent the prior, express, written consent of the Client and Tri-CAP, as applicable.

Contractors and their Employees shall not collect, store, access, disseminate, distribute, publish or otherwise use personal data about any Client or Tri-CAP without those parties' respective prior, express, written consent. Only authorized Contractors and their Employees with valid work-related needs may, at the sole and absolute discretion of the applicable Agencies, which discretion may be withheld, delayed or denied, be granted access to such data.

Tri-CAP may update this Privacy Policy from time to time. All material changes to this Privacy Policy shall be disseminated to Contractors (who shall be solely responsible for disseminating such changes to their Employees) through correspondent from the applicable Tri-CAP at least thirty (30) calendar days prior to the implementation of any such changes.

What is covered in this Privacy Policy?

This Privacy Policy is divided into the following sections:

- What is Personal Data;
- Transfer of Personal Data;
- Security of Personal Data;
- Rights of a Data Subject to Personal Data Held by Contractors; and
- Enforcement of this Privacy Policy.

What is Personal Data?

Personal data is any information that allows a specific individual to be identified. The type of personal data which Tri-CAP may collect include an individual's name, title, address(es), household income, phone number(s), and social security number.

Sensitive personal data is information relating to a data subject's racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership in a trade union, physical or mental conditions, sexual life, commission or alleged commission of any illegal or criminal act, offense or any proceeding for any offense committed or alleged to have committed by a data subject, the disposal of such proceeding, or the sentence of any court in any such proceeding.

Transfer of Personal Data

Contractors shall insure that they shall not under any circumstances transfer to or provide access to their Employees or any third parties with any personal data or sensitive personal data held by any Tri-CAP with regard to any Client, absent the prior, express, written consent of that Tri-CAP and that Client, and Contractors and their Employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy.

Security of Personal Data

Contractors shall maintain in place appropriate technical and security measures necessary to prevent unauthorized or unlawful access to or accidental loss, destruction or damage of any personal data or

sensitive personal data with regard to any Client, Tri-CAP, or all of them, and shall insure that their Employees receive all relevant training with regard to fulfilling the respective Contractor's requirements and obligations under this Privacy Policy. These measures shall seek to ensure that the appropriate level(s) of security, consistent with this Privacy Policy, are maintained with regard to the use, handling, and processing, and the nature, of the personal data and sensitive personal data to be protected. Securely held personal data and sensitive personal data will only be accessible by authorized members of the Contractors' respective Employees, and each Contractor and its Employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy. Contractor shall insure that those Employees of Contractor with access to personal data or sensitive personal data are informed of their responsibility to protect the security of such data and fully and strictly adhering to and complying with this Privacy Policy. Contractors shall insure that their Employees' respective access to such data is controlled through data networks that use technologies such as password protection to restrict access only to authorized users.

Rights of a Data Subject to Personal Data Held by Contractors

Contractors will only keep such personal data and sensitive personal data for so long as such data are permitted by law to be kept, and only as directly relevant for the purpose(s) for which such data were collected. During such period of time, any Client or Tri-CAP who is such a data subject may in writing contact the applicable Contractor at any time to request any and all information, copies of such data and related documents, or any of them, concerning the personal data, sensitive personal data, or all of them, in Contractor's possession or control, regarding him, her or its Clients, as applicable, all information in the possession, use or control of such Contractor as to the source of such personal data, the purposes for which such data are being used, and all other relevant information, and the Contractor shall provide to such data subject all such data and documents requested and in the possession, use or control of Contractor within ten (10) calendar days following such request. Additionally, any data subject may request in writing that the Contractor correct, update, supplement or delete such personal data held regarding them, together with the basis for such correction, updating, supplementation or deletion, as applicable, and any documentation supporting or regarding any such correction, updating, supplementation or deletion, as applicable. Contractor shall abide by such request(s) to the greatest extent possible, and Contractor shall, in no more than ten (10) calendar days following such request, confirm in writing to such data subject and in sufficient detail the nature and extent of Contractor's addressing such request.

Enforcement of This Privacy Policy

Tri-CAP is responsible for and shall have jurisdiction over the enforcement – as determined by Tri-CAP and with regard to any Contractor with whom Tri-CAP has any relationship pursuant to this RFP, the Master Construction Agreement, or either of them -- regarding this Privacy Policy. If any data subject has a question or enquiry about this Privacy Policy or a complaint about the way any Contractor may have used his, her or its Clients' respective personal data or sensitive personal data, he, she or it should contact Tri-CAP for assistance.

ATTACHMENT C – Contractors Technical Qualifications

All responses and data must be clear and concise. Separate pages may be used when the length of the response requires it. A contractor may submit any additional information desired in support of its responses below to this Section III.

_____ Small Firm (1 crew) _____ Large Firm (2 or more crews) _____ Minority Owned
_____ Women Owned _____ Small Business

1. Occupational License Numbers: (Please include the name of the issuer of each applicable state, county or municipal license, and the license number)

2. Company Name: _____

3. Entity:
Corporation Partnership Other entity (specify) _____

Principal Company Owner(s)/Partners:

Years in business: _____ Federal tax ID Number: _____

4. Business Address:
Street: _____

City: _____ State: _____ Zip Code: _____

Business Telephone: (____) _____ Fax: (____) _____ Cell: (____) _____

5. Address of principal owner(s)/partners listed in item 3 above:

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____ Cell: (____) _____

6. Date Organized or Incorporated: _____

7. If this entity is a corporation, nonprofit, partnership, limited liability company, or other legal entity, please indicate the State of organization or incorporation: _____

Attach a copy of each of the following for this entity, as applicable:

A. Current certificate of good standing from Minnesota if corporation or limited liability company.

- B. Current certificate of authority to transaction business in the State of Minnesota, if incorporated or organized in another State.
- C. Corporate resolution verifying those persons authorized to represent this entity and the signatures of those persons.
- D. The names and addresses of the members of the Board of Directors or the Board of Governors
- E. The names and titles of the duly elected or appointed officers and representatives of this entity, and their respective years of experience in providing weatherization or insulation services, labor, materials and improvements.

8. List how many years you have been contracting business under your present firm or trade name:

9. List the names and addresses of each other firms under which the principal owner(s) or partners listed have operated or otherwise provided weatherization or insulation services, labor, materials and improvements, and the dates of such operations:

Name: _____ Address: _____

Dates: _____

Name: _____ Address: _____

Dates: _____

Name: _____ Address: _____

Dates: _____

10. List your current contracts in hand:

Contract Project	Contract amount	Type of work	Completion Date
------------------	-----------------	--------------	-----------------

11. The following questions involve your rating or standing with projects and/or insurance.

A. Have you ever failed to complete any work contracted by you? Yes: _____ No: _____

If yes, list each reason why such work was not completed, along with name, address and telephone number of the Customer/client: _____

B. Have you ever had any commercial property, liability, casualty, Workers' Compensation, or any other commercial or business insurance coverage or policy denied or canceled?

Yes _____ No _____

If so, state in each case of denial or cancellation the reason(s) for such denial or cancellation and the name and full contact information for the insurer who issued such denial or cancellation:

C. Are you now or have you or your company ever been the subject of any reorganization, appointment of receiver, voluntary or involuntary bankruptcy, foreclosure, or tax lien?

Yes _____ No _____

If yes, identify, for each matter, the action (by court file number or otherwise), and describe the nature of the action, the dates/time frame of such action, the type and nature of the legal proceeding(s), the names and addresses of the creditors involved, and the resolution of the matter.

Our payment process requires an on-site inspection by our staff. This means there is an average waiting period of sixty (60) calendar days between our receipt of invoice and the issuance of the payment for that invoice. Failure to pass inspection extends this period. Would this process pose a problem for your company's cash flow? Yes ___ No ___ If yes, state reasons why.

12. List the most representative weatherization/insulation or other construction-related projects completed by your company. (0-2pts each, depending on how closely related)

Address	Owner	Amount	Completion Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. List names and addresses of references:

A. Bank Names Address Contact Person Telephone

B. Material Supplier Names Address Contract Person Telephone

C. Subcontractor Names Address Contact Person Telephone

D. Please list three (3) customer references for completed jobs:

Name	Address	Telephone	Date job completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

14. Describe your company and its general experience in weatherization. (0-5pts)

15. A. List the number of staff currently working for your company, their length of service with your company, their weatherization or insulation-related construction experience with your company, and the number of years collectively of that experience. (0-5pts)

B. Identify staff members currently working for your company who will be assigned to this project, and for each staff member, list their weatherization or insulation-related construction experience with your company, and the number of years of that experience. (0-5pts)

B. List dates, places, and trainers (or institutions) where on-site staff have received weatherization training, carpentry training, related certificates, or any of them. (0-5pts)

C. List which of your on-site staff have received weatherization training. Include dates, certificates and experience. (0-5pts)

16. Describe your company's experience in carpentry and residential home rehabilitation. Include staff currently working for your company who possess such experience and identify such staff who will be assigned to this project. (0-5pts)

17. A. Based on the Minnesota Weatherization Field Guide, how much training will you need to perform at the standards set by the guide and TRI-CAP as set forth in this RFP? (0-5pts)

B. Based on the Minnesota Weatherization Field Guide, describe your on-the-job training for your staff. (0-7pts)

18. Do you have:

A. Form-fitted respirators for employees? Yes _____ No _____ (0-1pts)

B. A workplace accident and injury reduction (AWAIR) program for your staff? Yes _____ No _____
If yes, please describe. (0-3pts)

C. Please describe the lead-safe policies your company uses for customers and employees: (0-3pts)

- D. Do you perform criminal or credit background checks of people in your employ?
Yes_____No_____(0-1pts)
- E. Do you have a drug testing policy and procedure? Yes_____ No_____(0-1pts)
19. Do you have a recent model Blower Door? Yes_____ No_____ How many? _____(0-1pts each)
List equipment used to perform pressure diagnostics, worst case draft, and air sealing (Magnehelic gauges are not acceptable).

20. Does your staff have experience working with Blower Door equipment? Yes_____No_____(0-5pts)
If yes, please describe the length and type of experience:

21. Describe the quantity, age and type of insulation equipment that will be used for this project. Has it passed the manometer 80 PSI test? (0-5pts)_____

22. Describe what your service vehicle(s) will typically contain to perform weatherization/insulation services for this project. (0-5pts)

23. Describe your tool/equipment/truck maintenance policies. (0-5pts)

24. Who will be your company's contact person responsible for customer service for the projects described in this RFP? (0-3pts)_____
Describe your customer service procedures and policies._____

25. These questions concern your capacity: (0-20pts)
A. What is the largest job your company has performed? Please describe._____

B. How many jobs can you typically complete in one week and what is the average price charged for each job? Please describe: _____

C. What resources would your company need to double the amount described in item 26(B) above? Please describe: _____

D. Please describe your scheduling and tracking systems: _____

26. List any subcontractors and suppliers that will participate in this project with your company.

Subcontractor Names	Address	Contact Person	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

27. Indicate whether you have performed weatherization projects for any of entities from the following list. (1pt each)

XCEL Energy	Yes _____	No _____
Central Minnesota Housing Partnership	Yes _____	No _____
St. Cloud Housing & Redevelopment Authority	Yes _____	No _____
Tri-CAP	Yes _____	No _____
Stearns County Housing & Redevelopment Authority	Yes _____	No _____
Central Minnesota Habitat for Humanity	Yes _____	No _____
Morrison County Habitat for Humanity	Yes _____	No _____
USDA Rural Development Minnesota	Yes _____	No _____
CenterPoint Low-Income Weatherization Project	Yes _____	No _____
Clean Energy Resource Team	Yes _____	No _____
Tri-County Community Action Program Inc.	Yes _____	No _____
Lakes & Pines Community Action Council, Inc.	Yes _____	No _____
Anoka County Community Action Program	Yes _____	No _____
West Central Minnesota Community Action, Inc.	Yes _____	No _____

28. Please list each construction project you have completed for any nonprofit, government or neighborhood agencies not listed in item 29 above. (1pt).

The contractor, by and through the undersigned, hereby certifies that the above statements, information and attachments are true and complete. The contractor further understands that Tri-CAP will use reasonable efforts to keep the information provided by the contractor in and with this Contractor's Technical Qualifications questionnaire confidential, and shall use such information to investigate and verify the qualifications of the contractor as a weatherization vendor.

The contractor, by and through the undersigned, hereby authorizes Tri-CAP to obtain a credit report on the individual, firm, partnership, corporation, limited liability company or other entity which is submitting this Contractor's Technical Qualifications questionnaire.

The contractor, by and through the undersigned, hereby authorizes and requests that any individual, firm, partnership, corporation, limited liability company, other entity, or any other third party contacted by Tri-CAP, to furnish to Tri-CAP any information requested by Tri-CAP for due diligence purposes and with regard to any of the information provided in and with this Contractor's Technical Qualification's questionnaire, any other submissions, proposals, information, documentation, or data provided by the contractor with regard to this RFP, or any of them, that the contractor agrees to accept and assumes all liability and responsibility for any and all such furnishing of information by any such third party to Tri-CAP, and the contractor warrants and covenants to indemnify and hold Tri-CAP, and each of them, harmless from all liabilities and expenses incurred by Tri-CAP as a result of any act or omission of the contractor or its employees, representatives, agents, subcontractors, independent contractors or suppliers with respect to such due diligence.

The contractor, by and through the undersigned, agrees and covenants to execute and provide, on an expedited basis, to TRI-CAP any release, authorization, waiver or similar form, as requested by Tri-CAP authorizing that any such information so requested by Tri-CAP from any third party be provided by such third party to Tri-CAP .

This Contractor's Technical Qualifications questionnaire, together with all statements, information and attachments hereto, has been prepared and executed this _____ day of _____, 2019.

Name of Company

By: _____

Printed name

Title

Tri-County Action Program, Inc.**2019-2021 HVAC Price List**

Price includes all labor, materials, equipment, permits, electrical and incidentals necessary to accomplish residential weatherization activities.

Items	Units	Price
Gas Furnace / 2 Stage / ECM		
95% Gas Furnace	/each	4371.00
Vented Gas Space Heater with blower	/each	2733.00
Gas Boiler		
95% Gas Boiler	/each	8064.00
84% Gas Boiler	/each	5589.00
84% Oil Boiler	/each	4570.00
Oil Furnace / ECM		
84 % Oil Furnace	/each	5004.00
Mobile Home / 2 Stage / ECM (All new installments must include-complete venting assembly) vent pipe/ ceiling collar, seal all penetration areas / roof hood/ rain cap		
95% Natural Gas	/each	4253.00
95% LP	/each	4253.00
Electric	/each	1850.00
HRV (Heat Recovery Ventilation) - 200 cfm	/each	2100.00
ERV (Energy Recovery Ventilation) - 200 cfm	/each	2050.00
Tune and Clean		
Tune & Clean – gas furnace	/each	307.00
Tune & Clean – oil furnace	/each	307.00
Tune & Clean – gas boiler	/each	365.00
Tune & Clean – oil boiler	/each	381.00
Tune & Clean kitchen gas oven	/each	135.00
Tune and Clean gas water heater	/each	156.00
Tune and Clean oil water heater	/each	306.00
Tune & Clean A/C	/each	206.00
Re install a/c a-coil	/each	487.00
EC Motors		
ECM Motor - ½ HP- 95% AFUE N/G fired forced air furnace	/each	794.00
ECM Motor – forced air oil fired furnace	/each	783.00
ECM Motor – 95% AFUE mobile home furnace	/each	816.00
Site Built- Water Heater Repair or Replacement for .68 AFUE		
Back Flow Preventer	/each	310.00
Potable Thermal Expansion Tank for Water Heaters	/each	205.00
Power Vent Gas Water Heater 40 gallon	/each	2715.00
Power Vent LP Water Heater 40 gallon	/each	2865.00
Electric Water Heater 40 gallon	/each	1420.00
Direct Vent Gas Water Heater 40 gallon	/each	2768.00
Direct Vent LP Water Heater 40 gallon	/each	2920.00
Power Vent Gas Water Heater 50 gallon	/each	3075.00

Items	Units	Price
Power Vent LP Water Heater 50 gallon	/each	3015.00
Electric Water Heater 50 gallon	/each	1445.00
Direct Vent Gas Water Heater 50 gallon	/each	2950.00
Direct Vent LP Water Heater 50 gallon	/each	2990.00
Tankless Gas	/each	4300.00
Tankless LP	/each	4450.00
Tankless Electric	/each	1880.00
Water Heater Floor Pan 4" Height	/each	82.00
Mobile Home- Water Heater Repair or Replacement - (All new installments must be .68 AFUE and include-complete venting assembly) Vent pipe/ Ceiling collar, caulked		
Electric Water Heater 40 gallon	/each	1445.00
Direct Vent Gas Water Heater 40 gallon	/each	250.00
Direct Vent LP Water Heater 40 gallon	/each	2768.00
Electric Water Heater 50 gallon	/each	1445.00
Direct Vent Gas Water Heater 50 gallon	/each	2968.00
Direct Vent LP Water Heater 50 gallon	/each	2968.00
Water Heater Floor Pan 4" Height	/each	82.00
Duct seal register boot	/each	23.00
Register replacement	/each	18.00
Plenum sealing with A-Coil	/each	154.00
Plenum sealing without A-Coil	/each	139.00
Cross Over/End Cap Sealing	/each	48.00
Sheetrock-tape, two coats mud, sand	/sq. ft.	4.00
Sheetrock- high temperature caulk	/sq. ft.	3.00
Venting		
4" Rigid Pipe	/lin. ft.	5.00
5" Rigid Pipe	/lin. ft.	6.00
6" Rigid Pipe	/lin. ft.	6.00
4" Metal Hard Flex Pipe	/lin. ft.	5.00
Wall or Roof Hood with damper	/each	62.00
Cut access-ceiling / roof / wall / rims / cabinet / floor	/cut	66.00
R-8 Insulate fiberglass / poly sleeve 3' from exterior termination conditioned areas	/each	48.00
R-8 Insulate fiberglass / poly sleeve unconditioned areas	/lin. ft.	13.00
Dryer –Vent Sealing- <u>Conditioned</u> areas - Tape UL181B / UL181B-M allowed for sealing all seams, joints, elbows and connections.	/lin. ft.	5.00
Dryer Vent Sealing - <u>Unconditioned</u> areas – Seal all seams, joints, elbows and connections using duct sealant	/lin.ft.	5.00
Exhaust Venting Complete <u>Conditioned</u> area- 4" rigid pipe, R-8 insulated fiberglass / poly sleeve must cover pipe at minimum of 3' from exterior duct termination. Seal all seams, joint and connections with duct sealant, hood.	/lin.ft.	191.00

Items	Units	Price
Exhaust Venting Complete <u>Unconditioned</u> area- 4" rigid pipe, R-8 insulated fiberglass / poly sleeve must cover entire duct, seal all seams, joints and connections with duct sealant, hood	/lin.ft.	204.00
Duct insulation: Insulate with R-13 fiberglass sleeve-unconditioned areas	/sq. ft.	6.00
Duct Sealant –Seal all seams, joints, cracks, holes and connections -supply /return ducts)	/lin.ft.	3.00
Duct Sealant w/ Fiber Mesh –Install fiber mesh / cover mesh w/ duct sealant- sealing all seams, joints, cracks, holes and connections -supply /return duct	/lin.ft.	4.00
Miscellaneous		
Add fresh air (2"PVC) pipe furnace system	/lin. ft.	12.00
Add fresh air (3"PVC) pipe furnace system	/lin. ft.	15.00
Add fresh air (4"PVC) pipe furnace system	/lin. ft.	19.00
Adding additional duct runs	/lin. ft.	157.00
Adjust hot water heater temperature	/each	57.00
Blow Down Pipe 1/2"	/lin. ft.	66.00
Blow Down Pipe 3/4"		73.00
Blow Down Pipe 1"	/lin. ft.	79.00
Cap abandoned chimney / safety tag	/each	160.00
Condensate line- floor cord protector 5'	/each	21.00
Condensate line- floor cord protector 15'	/each	62.00
Condensate pump	/each	180.00
Cut access – ceiling / roof / wall / rims /cabinet / floor	/each	71.00
Door vent 12''x12'' installed	/each	122.00
Door vent 14''x14'' installed	/each	117.00
Drip Leg- furnace / water heater / range	/each	87.00
Duct insulation: R-13 fiberglass/ poly sleeve <u>unconditioned</u> areas	/lin. ft.	6.00
Duct Sealant – Seal all seams, joints, cracks, holes, elbows and connections -supply /return ducts) minimum nickel thickness.	/lin. ft.	2.00
Duct Sealant w/ Fiber Mesh –Install fiber mesh / cover mesh w/ duct sealant- sealing all seams, joints, cracks, holes, elbows and connections -supply /return ducts) on the first 10' from the air handler- minimum nickel thickness	/lin. ft.	4.00
Furnace filter cover (magnetic/sheet metal)	/each	39.00
Furnace filter rack –construct / resize / replace	/each	195.00
High Temperature Caulk	/lin. ft.	2.00
Paintable Caulk	/lin. ft.	2.00
Silicone	/lin. ft.	2.00
Spray Foam	/lin. ft.	2.00
Install / replace chimney rain cap – one story	/each	121.00

Items	Units	Price
Install / replace chimney rain cap – two story	/each	151.00
Install ceiling collar on furnace or water heater/seal high temperature caulk	/each	89.00
Install combustion /make-up air / J-loop / 4’’rigid pipe, R-8 fiberglass poly sleeve entire pipe, wall or roof hood screen maximum opening 1/4’’or less.	/unit	269.00
Install combustion /make-up air / J-loop / 6’’rigid pipe, R-8 fiberglass poly sleeve entire pipe, wall or roof hood screen maximum opening 1/4’’or less.	/unit	294.00
Install non –programmable thermostat	/each	136.00
Install programmable thermostat	/each	141.00
Pressure Relief Valve	/each	169.00
Re-locate existing thermostat (existing)	/each	150.00
Remove and repair floor- Includes sheathing, glued, screwed	/sq. ft.	5.00
Remove register on return plenum/seal using flashing/duct sealant	/each	76.00
Replace expansion tank on boiler	/unit	274.00
Seal existing chimney access (pie plate) w/duct sealant or temperature caulk	/each	44.00
Water Heater / Furnace Closet- sheetrock / high temperature caulk	/sq. ft.	3.00
Water Heater / Furnace Closet- sheetrock/ tape & mud	/sq. ft.	3.00
Water Heater -Secure draft diverter	/each	62.00
Water Heater Blanket- 40 gallons	/each	126.00
Water Heater Blanket- 80 gallons	/each	157.00
Pipe Wrap 1/2" (per 3’ stick)	/each	14.00
Pipe Wrap 3/4" (per 3’ stick)	/each	15.00
Pipe Wrap 1" (per 3’ stick)	/each	17.00
Floor Repair- Replace sheathing, glued, screwed	/sq. ft.	5.00
GFI-ground fault interrupter	/each	65.00
Diagnostic Testing		
ASHRAE-Fan Room Balancing Test	/unit	29.00
Combustion Spillage Test	/unit	45.00
CAZ Depressurization Test (combustion appliance zone)	/unit	85.00
Labor		
Contractors labor	/hour	89.00
Electrician labor	/hour	224.00
Permit	/each	67.00
ALL OTHER MECHANICAL REPAIRS AND REPLACEMENT PRICES WILL BE DETERMINED ON A CASE BY CASE COMPETITIVE BIDDING PROCESS		

Tri-County Action Program, Inc.
2019-2021 LED Bulbs Price List
All bulbs must be installed by the Contractor

Items	Units	Price
General Purpose	4/40 watt	/each 7.00
General Purpose	8/60 watt	/each 8.00
General Purpose Dimmable	8/60 watt	/each 12.00
Decorative Small Base	4/40 watt	/each 13.00
Decorative Small Base	8/60 watt	/each 14.00
Decorative Small Base Dimmable	8/60 watt	/each 14.00
Decorative Regular Base	4/40 watt	/each 13.00
Decorative Regular Base	8/60 watt	/each 13.00
Decorative Regular Base Dimmable	8/60 watt	/each 14.00
Globe Small Base	4/25 watt	/each 13.00
Globe Small Base	8/40 watt	/each 13.00
Globe Small Base Dimmable	8/40 watt	/each 14.00
Globe Regular Base	4/25 watt	/each 13.00
Globe Regular Base	8/40 watt	/each 13.00
Globe Regular Base Dimmable	8/40 watt	/each 15.00
3-Way Regular Base	8/16/22-40/60/75 watt	/each 18.00
Flood / Reflector Regular Base	13/65 watt	/each 16.00
Track 2 Pin Base	4/40 watt	/each 15.00
Track 2 Pin Base	8/60 watt	/each 15.00
Track 4 Pin Base	4/40 watt	/each 15.00
Track 4 Pin Base	8/60 watt	/each 15.00
Tube Fluorescent 2'	T12	/each 16.00
Tube Fluorescent 4'	T12	/each 17.00
Tube Fluorescent 6'	T12	/each 20.00
Tube LED 2'	T8	/each 22.00
Tube LED 4'	T8	/each 24.00
Tube LED 6'	T8	/each 26.00
Specialty / Edison / Vintage -Light Sensitivity		/each 24.00

Tri- County Action Program, Inc.		
2019-2021 Weatherization Mobile Home Price List		
Price includes all labor, materials, equipment, permits, electrical and incidentals necessary to accomplish mobile home weatherization activities.		
Items	Units	Price
Belly /Floor System		
Duct seal register boot	/each	23.00
Duct Sealant –Seal all seams, joints, cracks, holes, elbows and connections -supply /return ducts) minimum nickel thickness	/lin.ft.	3.00
Duct Sealant w/ Fiber Mesh –Install fiber mesh / cover mesh w/ duct sealant- sealing all seams, joints, cracks, holes, elbows and connections -supply /return ducts	/lin.ft.	4.00
Floor / Belly holes – fiberglass, flex mend, bottom board, laths. Includes:		
a. 100 sq. ft. or less	/sq. ft.	7.00
b. 100 - 400 sq. ft.	/sq. ft.	7.00
c. 400 - 800 sq. ft.	/sq. ft.	7.00
d. Over 800 sq. ft.	/sq. ft.	6.00
Doors		
Manufactured Door - with glass	/unit	792.00
Manufactured Door – no glass	/unit	650.00
Manufactured Water Heater Door-no glass	/unit	447.00
Windows		
Window single pane glass replacement	/unit	93.00
Handles/Cranks	/unit	39.00
Install/replace interior storm window	/unit	170.00
Install/replace primary window	/unit	390.00
Miscellaneous		
Cross Over / End Cap Sealing	/each	48.00
Blow Down Pipe (installed through floor & belly to ground, caulked penetration)	/each	97.00
Water Heater / Furnace Closet- sheetrock / tape / mud	/each	3.00
Water Heater / Furnace Closet- sheetrock/ high temperature caulk	/each	3.00
Water Heater / Furnace Closet- sheetrock/ tape & mud / floor repair / replacement- sheathing, glued, screwed	/each	275.00
Water Heater / Furnace Closet- sheetrock/ high temperature caulk / floor repair / replacement- sheathing, glued, screwed	/each	275.00

Tri-County Action Program, Inc.

2019-2021 Weatherization Site Built Price List

Price includes all labor, materials, equipment, permits, electrical and incidentals
necessary to accomplish residential weatherization activities.

Items	Units	Price
Exterior Sidewalls - A 3 1/2" cavity blown with cellulose to minimum of 3.5 pounds density per cubic foot and using tube method. Includes cost of drilling, patching and sealing.		
Exterior Blow		
Aluminum / Steel	/sq. ft.	3.00
Wood	/sq. ft.	3.00
Slate	/sq. ft.	3.00
Stucco	/sq. ft.	4.00
Vinyl	/sq. ft.	2.00
Adjustment if 2 x 6"	/sq. ft.	1.00
Adjustment for 2 nd floor walls only	/sq. ft.	1.00
Side Attic Knee Walls- 2x4 dense pack / tyvek / lath	/sq. ft.	2.00
Side Attic Knee Walls- 2x6 dense pack / tyvek / lath	/sq. ft.	3.00
Side Attic Floor Joist- Including sealing bypass below wall / floor area	/sq. ft.	14.00
Interior Blow –Includes plugs, tape, two coats mud, sand	/sq. ft.	4.00
Seal Tight House		
Plumb Stack / Chimney / Exhaust Fan	/each	25.00
Major Air Sealing		
Rim Joist /Top Plates– spray foam (fire rated)	/sq. ft. per 1"	7.00
Rim Joist /Top Plates– spray foam (fire rated)	/sq. ft. per 2"	7.00
Rim Joist /Top Plates– Thermax complete	/sq. ft.per 1 1/2"	8.00
Rim Joist /Top Plates– Thermax complete	/sq. ft.per 2"	8.00
Treated Plywood / Seal abandoned wood or coal chutes	/unit	132.00
Foundation/Basement Crawlspace		
Crawl Space- Install 6 mil black poly to all exposed ground, overlap and seal all seams, secure to foundation walls, support beams etc.	/sq. ft.	1.40
1 1/2" Thermax	/sq. ft.	6.00
2" Thermax	/sq. ft.	7.00
R-13 Fiberglass Batt	/sq. ft.	2.00
R-19 Fiberglass Batt	/sq. ft.	2.00
Tyvek / Tape all seams	/sq. ft.	1.40
Poly 6 Mil / Tape all seams	/sq. ft.	1.00
Two Part Spray Foam (Must be fire rated and be covered with a thermal barrier) Thermal barrier must meet – UL1715 Thermal Barrier & NFPA (AC377) Attic Crawl Space Ignition Barrier testing requirements.	/sq. ft.per 1"	7.00
Two Part Spray Foam (Must be fire rated and be covered with a thermal barrier) Thermal barrier must meet – UL1715 Thermal Barrier & NFPA (AC377) Attic Crawl Space Ignition Barrier testing requirements.	/sq. ft.per 2"	8.00

Items	Units	Price
Attics		
Blown- in Cellulose – 3.75 R-value/inch		
R-value 11 (2.93")	/sq. ft.	1.00
R-value 19 (5.067")	/sq. ft.	1.00
R-value 30 (8.00")	/sq. ft.	1.30
R-value 38 (10.133")	/sq. ft.	2.00
R-value 49 (13.067")	/sq. ft.	2.00
Blown- in Fiberglass – 3.09 R-value/inch		
R-value 11 (3.56")	/sq. ft.	1.00
R-value 19 (6.15")	/sq. ft.	1.00
R-value 30 (9.71")	/sq. ft.	1.00
R-value 38 (12.30")	/sq. ft.	2.00
R-value 49 (15.86")	/sq. ft.	2.00
Attic Hatch Door Complete-Box out / rigid foam board / foam tape /Latch	/unit	178.00
Attic Hatch Door	/unit	130.00
Attic Hatch Box Out - Rigid material (OSB, Plywood) etc.	/unit	90.00
Attic Hatch Cut In New -Trim finish around opening / ceiling	/unit	157.00
Attic Hatch- Foam tape	/unit	27.00
Attic Dam-Rigid material (OSB, Plywood) etc.	/lin.ft.	6.00
Attic Hatch Door - Eye hook / knob /handle	/each	5.00
Chimney Dam	/unit	70.00
R-61 Roof Vent	/unit	68.00
R-61 Roof Vent & Cut New Access	/unit	100.00
Gable Vent 12" x 12"	/unit	62.00
Gable Vent 12" x 18"	/unit	77.00
Gable Vent 18"x 24"	/unit	90.00
Gable Vent & Cut New Access	/unit	142.00
Soffit Vented -Aluminum 12"	/sq. ft	4.00
Soffit Vent Under Eave- Aluminum 4" x16"	/each	34.00
Soffit Vent Under Eave- Aluminum 6" x16"	/each	38.00
Soffit Vent Under Eave- Aluminum 8" x16"	/each	39.00
Soffit Vent Under Eave & Cut New Access	/each	68.00
Fascia Aluminum 6"	/lin.ft.	3.00
J Channel Aluminum	/lin.ft.	2.00
J Channel Vinyl	/lin.ft.	2.00
Baffle / Chutes 14" - 16"OC	/each	9.00
Baffle / Chutes 22" - 24"OC	/each	10.00
Attic slants		
4" Cavity - Dense pack	/sq. ft.	2.00
6" Cavity - Dense pack	/sq. ft.	2.00
Side Attic Door - Extruded polystyrene / match R-value to existing wall /	/unit	155.00
Box Out Recess Light	/unit	83.00

Items	Units	Price
Windows/Storms		
Sash locks	/unit	14.00
Single Pane Glass Replacement	/sq. inch	30.00
Repair or Replace Sash	/sq. inch	1.00
Repair or Replace Jamb	/sq. inch	1.00
Repair or Replace Sill	/sq. inch	1.00
Door		
Steel Door Insulated with glass	/unit	708.00
Steel Door Insulated without glass	/unit	630.00
Replace Jamb	/sq. inch	1.00
Sweep	/unit	31.00
Weather-Strip	/unit	73.00
Under Cut Door	/each	60.00
Keyed Lock / Knob Set	/unit	68.00
Dead-Bolt	/unit	71.00
Threshold / Sill Installed	/unit	75.00
Threshold / Sill Adjustment	/unit	30.00
Realign Storm or Prime Door	/unit	67.00
Adjust Strike Plate	/unit	26.00
Kitchen Exhaust Range Hood / Electrician Costs Included		
30" Kitchen Range Exhaust Fan with LED light-including 4" / 6" rigid venting to the exterior -seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve entire duct in conditioned or unconditioned space, hood	/unit	717.00
Continuous Ventilation Exhaust Fans / Electrician Costs Included		
Continuous Ventilation Exhaust Ceiling Mount Fan -Energy Star Rated 50/80/110 CFM- No Light.	/each	625.00
Continuous Ventilation Exhaust Ceiling Mount Fan -Energy Star Rated 50/80/110 CFM- With Light.	/each	667.00
Continuous Ventilation Exhaust Ceiling Mount Fan -Energy Star Rated 50/80/110 CFM- No Light - Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve 3' from termination / hood. conditioned areas	/each	890.00
Continuous Ventilation Exhaust Ceiling Mount Fan -Energy Star Rated 50/80/110 CFM- With Light - Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve 3' from termination / hood. conditioned areas	/each	940.00
Continuous Ventilation Exhaust Ceiling Mount Fan -Energy Star Rated 50/80/110 CFM- No Light - Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve entire duct / hood. unconditioned areas	/each	945.00
Continuous Ventilation Exhaust Ceiling Mount Fan -Energy Star Rated 50/80/110 CFM- With Light - Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve entire duct / hood. unconditioned areas	/each	978.00

Items	Units	Price
Continuous Ventilation Exhaust Low Profile Ceiling or Wall Mount Fan - Energy Star Rated 50/80/100 CFM- No Light.	/each	740.00
Continuous Ventilation Exhaust Low Profile Ceiling or Wall Mount Fan - Energy Star Rated 50/80/100 CFM- With Light.	/each	790.00
Continuous Ventilation Exhaust Low Profile Ceiling or Wall Mount Fan - Energy Star Rated 50/80/100 CFM- No Light. Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve 3' from termination / hood. conditioned areas	/each	955.00
Continuous Ventilation Exhaust Low Profile Ceiling or Wall Mount Fan - Energy Star Rated 50/80/100 CFM-With Light. Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve 3' from termination / hood. conditioned areas	/each	997.00
Continuous Ventilation Exhaust Low Profile Ceiling or Wall Mount Fan - Energy Star Rated 50/80/100 CFM- No Light - Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve entire duct / hood. unconditioned areas	/each	993.00
Continuous Ventilation Exhaust Low Profile Ceiling or Wall Mount Fan - Energy Star Rated 50/80/100 CFM- With Light - Complete Installment- 4" rigid pipe, seal all seams, connections on duct using duct sealant, R-8 insulated fiberglass poly sleeve entire duct / hood. unconditioned areas	/each	1035.00
GFI-ground fault interrupter	/each	242.00
Timer switch	/each	133.00
Electric Base Board Heaters Replacement / Electrician Costs Included		
2' Electric Base Board Heater	/each	207.00
4' Electric Base Board Heater	/each	220.00
6' Electric Base Board Heater	/each	232.00
8' Electric Base Board Heater	/each	273.00
Combustion / Make Up Air		
Install Combustion / Make-Up Air - 4" rigid pipe, R-8 fiberglass poly sleeve, wall or roof hood	/unit	269.00
Install Combustion / Make-Up Air - 6" rigid pipe, R-8 fiberglass poly sleeve, wall or roof hood	/unit	294.00
Health and Safety / Electrician Costs Included		
Smoke Alarm – Battery 1 year	/unit	32.00
Smoke Alarm – Battery Sealed 10 year lithium	/unit	57.00
Smoke Alarm – Hard Wire / Battery Sealed 10 year lithium	/unit	92.00
CO Alarm- Battery 1 year	/unit	76.00
CO Alarm -Battery Sealed 10 year lithium	/unit	74.00
CO Alarm– Hard Wire / Battery Sealed 10 year lithium	/unit	108.00
CO/Smoke Alarm Combo– Battery 1 year	/unit	77.00
CO/Smoke Alarm Combo - Battery 10 year lithium	/unit	98.00
CO/Smoke Alarm Combo– Hard Wire / Battery Sealed 10 year lithium	/unit	125.00

Items	Units	Price
Miscellaneous		
Sheetrock- tape, two coats mud, sand	/sq. ft.	4.00
5/8" Sheetrock- tape, two coats mud, sand	/sq. ft.	5.00
Mud / Tape	/lin.ft.	3.00
Patch Wall / Ceiling 1" Test Hole- tape, two coats mud, sand	/each	29.00
Water Heater / Furnace Closet- sheetrock / high temperature caulk	/sq. ft.	3.00
Water Heater / Furnace Closet- sheetrock/ tape & mud	/sq. ft.	3.00
Floor Repair / Replacement- sheathing, glued, screwed	/sq. ft.	5.00
Water Heater / Furnace Closet- sheetrock/ tape & mud / floor repair / replacement- sheathing, glued, screwed		275.00
Water Heater / Furnace Closet- sheetrock/ high temperature caulk / floor repair / replacement- sheathing, glued, screwed		275.00
Paintable Caulk	/lin.ft.	2.00
High Temperature Caulk	/lin.ft.	2.00
Spray Foam	/lin.ft.	2.00
Silicone	/lin.ft.	2.00
A/C Insulated Hard Shell Wall Cover	/each	305.00
Blow Down Pipe 1/2"	/each	66.00
Blow Down Pipe 3/4"	/each	73.00
Blow Down Pipe 1"	/each	79.00
Pipe Wrap 1/2" (per 3' stick)	/each	14.00
Pipe Wrap 3/4" (per 3' stick)	/each	15.00
Pipe Wrap 1" (per 3' stick)	/each	17.00
Water heater blanket –40 gallon	/each	126.00
Water Heater Blanket- 80 gallons	/each	157.00
Sump Pump Cover	/each	113.00
Venting		
4" Rigid Pipe	/lin. ft.	5.00
5" Rigid Pipe	/lin. ft.	6.00
6" Rigid Pipe	/lin. ft.	6.00
4" Metal Hard Flex Pipe	/lin. ft.	5.00
Wall or Roof Hood with damper	/each	62.00
Cut access-ceiling / roof / wall / rims / cabinet / floor	/cut	66.00
R-8 Insulate fiberglass / poly sleeve 3' from exterior termination -conditioned areas	/each	48.00
R-8 Insulate fiberglass / poly sleeve unconditioned areas	/lin.ft.	13.00
Dryer Vent Sealing- <u>Conditioned</u> areas –Tape UL181B / UL181B-M allowed for sealing all seams, joints, elbows and connections.	/lin.ft.	5.00
Dryer Vent Sealing - <u>Unconditioned</u> areas – Seal all seams, joints, elbows and connections using duct sealant	/lin.ft.	5.00

Items	Units	Price
Miscellaneous Continued		
Venting		
Exhaust Venting Complete <u>Conditioned</u> area- 4” rigid pipe, R-8 insulated fiberglass / poly sleeve must cover pipe at minimum of 3’ from exterior duct termination. Seal all seams, joint and connections with duct sealant, hood.	/lin.ft.	191.00
Exhaust Venting Complete <u>Unconditioned</u> area- 4” rigid pipe, R-8 insulated fiberglass / poly sleeve must cover entire duct, seal all seams, joints and connections with duct sealant, hood	/lin.ft.	204.00
Duct insulation: Insulate with R-13 fiberglass sleeve in unconditioned areas	/sq. ft.	6.00
Duct Sealant –Seal all seams, joints, cracks, holes and connections -supply /return ducts)	/lin.ft.	3.00
Duct Sealant w/ Fiber Mesh –Install fiber mesh / cover mesh w/ duct sealant-sealing all seams, joints, cracks, holes and connections -supply /return duct	/lin.ft.	4.00
Duct seal register boot	/each	23.00
Register Replacement	/each	18.00
Plenum sealing with A-Coil	/each	154.00
Plenum sealing without A-Coil	/each	139.00
Diagnostic Testing		
Blower Door / Zonal Pressures Test w/ reference to the outside	/unit	131.00
Room-to-Room Pressure Balancing Test (on forced air heating plant)	/unit	34.00
ASHRAE-Fan Room Balancing Test	/unit	29.00
Pressure Pan Test	/each	14.00
CAZ Depressurization Test (combustion appliance zone)	/each	85.00
Combustion Spillage Test	/unit	45.00
Labor		
Contractor labor	/hour	89.00
Electrician labor	/hour	224.00
Permit	/each	67.00