



Energy Outreach Colorado

Helping all Coloradans afford home energy.

www.EnergyOutreach.org

**REQUEST FOR PROPOSALS (RFP) FOR
PILOT PROGRAM
CHEMICAL SENSITIVITY PUBLIC EDUCATION
IN MULTIFAMILY PROPERTIES**

Energy Outreach Colorado

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Denver, CO 80203

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I. INTRODUCTION

1. OVERVIEW

Energy Outreach Colorado (EOC) is a non-profit organization that operates and administers the Colorado Governor's Energy Office (GEO) statewide Multi-Family Weatherization Program on behalf of the U.S. Department of Energy's (DOE) Weatherization Assistance Program. The Program reduces energy costs for low-income households by increasing the energy efficiency of their homes, while ensuring their health and safety. The Program prioritizes services to the elderly, people with disabilities, and families with children. Typical weatherization services may include: installing insulation; tuning and replacing heating and cooling systems; mitigating air infiltration; and reducing electric base load consumption. Energy-related health and safety issues may also be addressed through this program.

2. PURPOSE OF THIS REQUEST FOR PROPOSAL

Energy Outreach Colorado is soliciting for public education and outreach services to pilot a Client Chemical Sensitivity Notification program that will provide important information but will not cause undue alarm that could worsen a tenant's condition.

The multifamily program is unique from the single family program by the fact that the multifamily program serves no more than 15 properties each year reaching over 1,000 tenants. Due to the limited number of eligible properties and lengthy application process, EOC cannot easily replace a property if a significant portion of the tenants object to the installation of weatherization measures due to perceived dangers associated with the installation. In addition, EOC would be doing a disservice to the property if it was only able to install portions of the total weatherization package in response to tenant concerns.

Through the pilot program, EOC will find a balance between notifying and protecting tenants from real health concerns versus distributing suggestive information that could result in unfounded tenant distrust and stopping or temporally halting the installation of measures.

3. MAJOR OBJECTIVES OF REQUEST FOR THIS PROPOSAL

Energy Outreach Colorado is seeking a Consultant that will provide the following:

1. Coordinating with the Weatherization Vendor
 - a. The Consultant will ask each weatherization Vendor to review the products listed on Table A from the Chemical Sensitivity Statement(Appendix A) and indicate which products will be used during the installation; and the location in the building. The Vendor will provide MSDS for all products used on site as appropriate.
2. Tenant Focus Groups
 - a. The Consultant will share the Vendor results with the Housing Provider to develop an agenda and desired outcomes for tenant focus groups
 - b. The Housing Provider and Consultant will host a focus group(s) and determine channels and verbiage for how to inform the tenants about the identified

chemicals while following notification guidelines and rules for HUD or other governing entity.

- c. The Consultant will monitor how the tenants respond to the Housing Provider information about potential chemical sensitivities and products.
 - i. The Consultant will track (as determined to be appropriate for the pilot):
 1. tenant responses to notification
 2. tenant proximity thresholds for certain chemicals (for example, are tenants OK with certain chemicals used in common spaces vs. the tenant's unit)
 3. Tenant awareness of existing chemical sources prior to renovation
 4. proximity thresholds as compared to type of notification
 5. proximity thresholds as compared to demographics
 6. proximity thresholds as compared to disabilities
 7. time of year during which weatherization projects are scheduled
 8. presence of tenant controlled ventilation to outside areas (windows that open or other ventilation sources)
 9. trends in chemicals alarming tenants e.g. chemical name or placement on the list
 10. response time for tenants with chemical sensitivities to notify the Housing Provider
 11. cost of outreach per unit
- d. The Consultant will use data collected from the focus groups to develop communication plan for the Housing Provider and Vendors who might interact with tenants. The plan should be included in the Toolbox.

3. Creating a Toolbox

- a. The Consultant will use data collected during the pilot to develop a series of fliers, bullet points or concepts that can be applied in most multifamily properties.
- b. The Consultant will use data collected during the pilot to develop a communication plan for Housing Providers and Vendors to ensure that tenants receive uniform messaging
- c. Messaging will be translatable e.g. free of jargon and slang
- d. Messaging will emphasize how VOC odors will dissipate in time, and even faster with low VOC chemicals
- e. Messaging will be appropriate for both metropolitan and rural areas. This can be achieved by creating one piece with sections that can be modified to cover all Colorado e.g. insert a buildings name other local information. Or create multiple pieces from which a Housing Provider can choose.

4. MANAGEMENT AND INQUIRIES

In no case shall oral communications take precedence over written communications. Only written communications shall be binding on this RFP. During the procurement process, all inquiries concerning this RFP shall be submitted in writing to:

Luke Ilderton
Director of Energy Efficiency Programs
720-237-4719
lilderton@energyoutreach.org

Energy Outreach Colorado assumes no responsibility for representations concerning conditions made by its Officers or Staff prior to the execution of an agreement, unless such representations are specifically incorporated into the RFP by subsequent official written Addendum(s). Oral conversations pertaining to modifications or clarifications of the RFP shall not be considered part of the RFP unless confirmed in writing by official written Addendum(s).

II. PROJECT SPECIFICATIONS

1. PROPERTY DESCRIPTION

EOC has identified three properties in the Denver-area properties that serve tenants with special needs and a staff that are willing to pilot the program.

Clayton Apartments

1455 Clayton St, Denver, CO, 80206

8 Units

Edgewater Apartments

2250 Eaton St, Edgewater, CO, 80214

82 Units

Twin Fountains Apartments

2135 S. Depew St, Denver, CO, 80227

96 Units

III. ENERGY OUTREACH COLORADO PROPOSAL REQUIREMENTS

1. PROPOSAL SUBMISSION

Submission of a signed proposal is acknowledgment and acceptance of all terms and conditions of this solicitation. Energy Outreach Colorado reserves the right to reject all proposals including but not limited to proposals containing misleading and/or inaccurate information at any stage in the procurement process.

It is the sole responsibility of prospective Consultants to take notice of the date and time that proposals are due, and to ensure their submittals are received prior to the due date and time. Late submissions will not be accepted. Proposals will not be accepted in person, by courier service, US Mail or facsimile. All proposals must be emailed to:

Luke Ilderton
225 E.16th Ave, Suite 200
Denver, CO, 80203
lilderton@energyoutreach.org

Proposals Due Date/Time: **December 14th, 2011 at 5pm**

a. The Proposal Package

Additional promotional materials not in response to a specific requirement shall not be included in the proposals response package.

- i. In the event the Consultant proposes to subcontract for the services to be performed under the terms of the contract award, s/he shall state so in their bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.
- ii. **Minimum Consultant Requirements:** Proposals must address and meet each of the minimum Consultant requirements outlined in this RFP:
 1. All contractors' federal project eligibility will be verified through federal debarment and suspension list. The Consultant shall not be under suspension or debarment by the State of Colorado, any other state, or federal government. The list of ineligible Consultants can be accessed through www.epls.gov. Please be sure you are in good standing with the State of Colorado, any other state, or federal government before submitting a bid proposal.
 2. Consultants must demonstrate ability and specific approaches that best meet the project needs, including but not limited to:
 - i. Compensation for services (cost)
 - ii. Understanding of the project
 - iii. Recent experience with this type of work
 - iv. Personnel assigned to this project have experience working with property management and tenants, including seniors and disabled.
 3. Each company must to submit references and experience for similar services provided in Colorado. The provided references and experience must pertain specifically to the Consultant who will execute the contract.

2. AFFIDAVIT OF PROPOSALS

a. Cost for Preparation of Proposal

No payments shall be made to cover costs incurred by any Consultant in the preparation or submission of proposals, nor any other associated costs.

b. Certification of Independent Price Determination

By submission of a response to this RFP, the Consultant certifies that in connection with this procurement:

- i. Prices in the proposals have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
- ii. He or she is the person, or the person authorized to act as agent for the person(s) in the Consultant's organization responsible for the decision as to any prices being offered herein, and that he or she has not participated in, and shall not participate in, any action contrary to the requirements of this document.
- iii. Any offer made in the submitted proposals, and any clarifications to the proposals shall be signed by an officer of the Consultant's organization or a designated agent empowered to bind the firm in an agreement.

c. Integrity of Proposals

By signing a proposal(s), a Consultant affirms that s/he has not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an Energy Outreach Colorado member in connection with the submitted proposals. Failure to sign the proposals, or signing it with a false statement, shall void the submitted proposals or any resulting agreements, and the Consultant shall be removed from all supplier/Consultant lists.

i. Conflict of Interest Statement:

It is the policy of the Organization to identify conflicts of interest involving the Organization and related parties as well as situations which may give rise to an appearance of a conflict of interest, and to address such conflicts in a manner that will fully protect the integrity and reputation of the Organization as well as individuals serving as officers, directors and Grants Advisory Committee members. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest.

ii. Prohibited Transactions

While in most circumstances the determination of a conflict of interest is decided by disinterested members of the board of directors or Grants Advisory Committee, there are certain situations listed below in which a conflict of interest is absolutely prohibited.

- a) No Interested Person shall participate in the selection, award or administration of a contract to be paid with federal funds if a real or apparent conflict of interest is present.
- b) No Interested Person shall receive a loan from the Organization.

- c) No Interested Person shall receive Compensation for exercising their duties as an officer, director, or Grants Advisory Committee member except for the reimbursement of expenses.

IV. INSURANCE, BONDS, LICENSING, PERMITS

1. INSURANCE

- a. The Consultant shall obtain and maintain insurance as specified here at all times during the term of the contract with EOC. All policies evidencing the required insurance coverage shall be issued by insurance companies satisfactory to EOC and GEO.
- b. Automobile Liability Insurance with a minimum limit of \$1,000,000 each accident combined single limit. The policy shall name as additional insured and include a waiver of subrogation in favor of Property Owner, EOC and GEO.
- c. Workers' Compensation Insurance with the statutory limits to cover full liability under Colorado's Workers' Compensation laws. Consultant shall obtain and maintain \$1,000,000 per occurrence Employer's Liability or Stop-Gap coverage. The policy shall include a waiver of subrogation in favor of EOC, Property Owner and Tenant.

2. LICENSES

Consultants shall maintain in status all federal, state, and local licenses and permits required for the operation of business conducted by the Consultant.

V. SUBCONTRACTORS & PAYROLL REQUIREMENTS

1. SUBCONTRACTORS

If the Consultant seeks to hire sub-contractors to perform the weatherization services, the Consultant shall comply with the Weatherization Assistance Program procurement regulations, including ARRA §1554 and Title 30, Chapter 20, Colorado Revised Statutes, including Davis-Bacon Act wages when applicable. Subcontractors will be held to all terms, conditions and requirements outlined within the text of this RFP.

VI. PROPOSALS EVALUATION AND AWARD(S)

1. EVALUATION PROCESS

Energy Outreach Colorado will determine the most suitable Consultant(s) to complete the services described in the bid specifications. Proposals must be complete according to Attachment A in order for the proposals to be evaluated. Consultants will be evaluated based on the content of the proposal package with considerations made for solid financial

responsibility, integrity, experience and quality of work, record of completing projects on time, and the capacity and ability to do the work according to the plans and specifications. Preference will be given to the following: a) minority firms; b) Women Business Enterprises; and c) Labor Surplus Area Firms.

Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by Energy Outreach Colorado without further discussion. Energy Outreach Colorado reserves the right to accept or reject any part of any proposals, and to accept or reject any or all proposals without penalty. Energy Outreach Colorado reserves the right to waive minor deficiencies and informalities if, in the judgment of Energy Outreach Colorado, the best interests of EOC shall be served.

In addition bids may be re-evaluated against the DOE Audit software to evaluate cost effective benefit. Bids exceeding this benefit may be rejected by EOC without further discussion.

2. APPEAL OF AWARD

Solicitations are awarded based on several conditions, price being just one of the elements. Please check the Proposal Evaluation criteria to see what elements the award will be based on. Consultants may appeal the Proposal Award Notice decision by submitting, **in writing**, to Energy Outreach Colorado, a request for reconsideration within 5 days after the Proposal Award Notice sent to all participating Consultants via email, provided that the appeal is sought by the Consultant prior to EOC finalizing a contract with the selected Consultant. Consultants who were deemed non-responsive are ineligible to participate in the appeal of award process.

VII. PAYMENT FOR SERVICES

1. CONDITION PRECEDENT FOR PAYMENT

Passing the EOC inspection is a condition precedent for payment. Accordingly, no payment shall be made to Consultant if Consultant fails to meet the scope of work. Further, EOC may withhold payment until corrections in Consultant's performance are satisfactorily made and completed, and no payment shall be made to Consultant if Consultant cannot satisfactorily perform the work.

2. PAYMENT

EOC will review payment requests upon receipt. If Consultant has satisfied all conditions for service, and if payment request complies with this agreement, subject to amounts retained, as described below, EOC shall issue payment to Consultant within 15 days of the day EOC determines the payment request complies with this agreement.

3. MAXIMUM PAYMENT AMOUNT

Regardless of the cost of the work, total payments made to Consultant shall not exceed the funding amount, unless amended by change order. Further, Consultant shall not be entitled

to any additional compensation for repairs performed as a result of failed inspection, Consultant's negligence, or defects in the work.

4. INTERIM FUNDING

EOC shall have no obligation to fund progress payments.

5. TAXES & FEES

If not included in bid submission, Consultant shall be responsible for costs associated with taxes and duties however designated, including all sales, use, rental, receipt, value added, personal property, and other taxes, that may be levied or assessed in connection with the Consultant's possession, receipt, or use of the specified services.

6. PAYMENT REQUEST

Once Consultant has passed the EOC inspection, Consultant may submit to EOC a payment request.

a. Payment Request Submission

- i. ALL INVOICES MUST INCLUDE: an itemized list of all labor and materials; labor hours; Consultants zip +4; and a current W-9.
- ii. EOC may request documentation necessary to demonstrate Consultant's cost of the work, which may include invoices, statements, receipts, subcontractor contracts or payments and timecards.
- iii. When the Consultant has completed the requested service(s), the Consultant shall submit payment request to EOC. The payment request shall contain invoices, statements, receipts, timecards and other backup necessary to demonstrate the Consultant's cost of the weatherization services.

VIII. SCHEDULE KEY DATES

Following are the key dates in the schedule for this procurement:

- Request for Proposals Issued 12-06-2011
- Proposals due by 5pm 12-14-2010
- Anticipated Contract(s) Signed 12-20-2011
- Anticipated Project Start Date 01-03-2012

Energy Outreach Colorado reserves the right to proceed under a revised version of this schedule.

IX. RFP MODIFICATIONS

Energy Outreach Colorado shall prepare written Modifications(s) if needed. All modifications to this RFP shall be prepared by Energy Outreach Colorado and formally issued to all holders of RFP documents on record and verified as “in attendance” at the mandatory bidder’s conference. Addenda shall be issued not later than the date specified in the schedule. Written addenda shall serve to amend the RFP documents accordingly.



CLIENT CHEMICAL SENSITIVITY STATEMENT

In performing our weatherization services, we strive to use the safest materials possible. All products used in Weatherization Services must be approved by the Department of Energy. It is recognized that some products used in the Weatherization Services may have an odor (VOC or Volatile Organic Compound) that some people may find objectionable or to which some people may experience sensitivity. If any family member believes that they may be hypersensitive to, or otherwise objects to the use in your home of any of the common commercial building materials listed in Table A below, please indicate with a check mark next to the item:

NO household occupant(s) have known hypersensitivities, allergies or objection to the use in my home of the commercial building products listed in Table A below, and I hereby agree to hold harmless and release EOC, its officers, agents and employees, from any liability that may result from the use of these products.

YES at least one household occupant is hypersensitive, allergic or objects to certain types of commercial building products.

If you answered "Yes" above, please fill out the section below.

Please indicate the products that may **NOT** be used in your home. Be aware that there may be some products for which there are no reasonable or acceptable substitutions. Checking off some items on this list may mean that we are unable to perform some energy-saving measures for your home. If there are any questions about the products, please ask for more information about how the product may be used before checking an item as unacceptable:

Table A	
<input type="checkbox"/> latex acrylic or silicone caulk or sealant	<input type="checkbox"/> adhesive tape products
<input type="checkbox"/> spray-on adhesives	<input type="checkbox"/> duct sealant
<input type="checkbox"/> wall spackle patch	<input type="checkbox"/> gas pipe sealant, pvc primer or glue
<input type="checkbox"/> interior latex paint or primer	<input type="checkbox"/> exterior paint, primer or roof sealant
<input type="checkbox"/> vinyl or plastic products or sheeting	<input type="checkbox"/> rigid foam insulation or spray foam
<input type="checkbox"/> fiberglass insulation (rigid, blanket, loose)	<input type="checkbox"/> cellulose insulation (loose fill)
<input type="checkbox"/> fluorescent light bulbs	<input type="checkbox"/> Other (Please list below)
<input type="checkbox"/> Any product with VOC or odor	

The products checked above may not be used in the weatherization of my home. It is understood that some energy conservation measures may not be completed due to the restrictions requested based upon possible health concerns.

Client Signature

Date

Auditor Review with Client

Date