



Solicitation Information
October 9, 2009

RFP # 7323216

TITLE: WEATHERIZATION OF DWELLING UNITS USING DELIVERABLE FUELS

Submission Deadline: November 3, 2009@ 11:00 AM (Eastern Time)

Questions, in a MicroSoft Word format, concerning this solicitation must be received by the Division of Purchases at questions@purchasing.state.ri.us no later than **20 Oct 09 at 12:00 Noon** (Eastern Time). Please reference the LOI # on all correspondence. Questions received, if any, will be answered and posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED:

BOND REQUIRED:

Jerome Moynihan, C.P.M., CPPO
Administrator of Purchasing Systems

**Vendors must register on-line at the State Purchasing Website at
www.purchasing.state.ri.us.**

NOTE TO VENDORS:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

SECTION 1 – INSTRUCTIONS AND NOTIFICATIONS TO PROPOSERS:

The Rhode Island Department of Administration/Division of Purchases, on behalf of The Rhode Island Office of Energy Resources, is soliciting proposals from qualified respondents for services to assist with the weatherization and energy efficiency of dwelling units that use heating oil, propane, or other deliverable fuels as their primary means of home heating or water heating, and in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase. Funding for this activity is being provided from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (Recovery Act), through the State Energy Program (SEP). Special terms and conditions apply to the use of these funds; a general description of the special terms and conditions is provided in Section 5.

This solicitation, and subsequent award, is governed by the State's General Conditions of Purchase, which is available at www.purchasing.ri.gov

To access the State's General Conditions of Purchase, enter our website, click on RIVIP, then click on General Information and then click on Rules and Regulations. Once the Rules and Regulations are displayed, scroll to the bottom of the page and double click on Appendix A, which contains the State's General Conditions of Purchase.

The scope of services is described herein.

Potential respondents are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the respondent. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

Proposals misdirected to other State locations or which are otherwise not present in the Office of Purchases at the time of opening for any cause will be determined to be late and may not be considered.

It is intended that an award pursuant to this request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will be considered, and subcontractors are permitted, provided that their use is clearly indicated in the respondent's proposal, and that the joint venture partners and subcontractor(s) proposed to be used are identified in the proposal.

An original proposal plus four (4) copies, are required, including Standard Form 330 (available on the Purchasing Website on the Standard Forms page), as well as other details including personnel, experience, and qualifications data. The State reserves the right to make an award or to reject any or all proposals based on what it considers to be in its best interest.

Evaluation of proposals will be in accordance with the proposal evaluation criteria herein and will include consideration of competence and general experience to provide the required services; experience and qualifications of personnel; availability of personnel, equipment and facilities to perform expeditiously; past performance with respect to control of costs, quality of work, ability to meet deadlines; the submittal of a formal work plan; evidence of fiscal capacity, ability to meet Recovery Act requirements as set forth herein, and capacity to integrate this weatherization program with other programs to weatherize and to achieve energy efficiency in dwelling units.

Respondents are advised that reimbursable expenses, to include sub-consultant services, that may be included in the contract award resulting from this solicitation shall not exceed actual cost incurred x 1.06.

In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Office to do so from the Rhode Island Secretary of State (401-222-3040). *This is a requirement only of the selected vendor(s).*

Bidders are advised that all materials submitted to the State of Rhode Island for consideration in response to this Letter of Interest/Request for Proposal will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this LOI.

The respondent should be aware of the State's Minority Business Enterprise (MBE) requirements, which addresses the State's ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the MBE Administrator, at (401) 574-8253 or visit the website at <http://www.mbe.ri.gov>

Awards resulting from this Request will be subject to the State's General Conditions of Purchase, which are available through the Internet at www.purchasing.ri.gov.

SECTION 2 – PROJECT DESCRIPTION

Introduction and Background

The State of Rhode Island recognizes that there are job creation, energy cost savings, and environmental benefits of reducing energy consumption in dwelling units in the state.

The State of Rhode Island recognizes that are weatherization and energy efficiency programs supported by utility demand side management programs for dwelling units using natural gas or electricity for heating and for dwelling units of low income households; the purpose of this project is complement and augment these programs by providing weatherization and energy efficiency assistance for dwelling units that do not use electricity or natural gas for heating and that do not qualify for the Weatherization Assistance Program for LIHEAP eligible households. The goal of this project is to provide weatherization and energy efficient assistance for dwelling units where the primary source of heat is deliverable fuels and which are occupied by households that are not LIHEAP eligible.

Rhode Island has been awarded funding (Recovery Act-SEP) to accomplish the above purposes.

Recovery Act has the following purposes:

- 1) creation and retention of jobs,
- 2) realizing energy cost savings,
- 3) reducing dependence on imported fuels,
- 4) leveraging funds,
- 5) transforming markets, and
- 6) building program sustainability.

Program Description. The Office is seeking to establish, using Recovery Act-SEP funds, a program of weatherization assistance for dwelling units using deliverable fuels as the primary source of heat and are not occupied by LIHEAP eligible households that has the following characteristics:

- (1) An energy audit that identifies cost-effective measures that can, if implemented, increase energy efficiency in the dwelling unit by twenty-five percent (25%) or more.
- (2) Implementation by the owner of the dwelling unit or an authorized agent of the owner of home heating energy efficiency measures identified in the energy audit that increase energy efficiency in the dwelling unit by twenty-five percent (25%) or more.
- (3) Post-implementation measurement and verification to assure that the energy efficiency measures for home heating energy efficiency identified in the energy audit were implemented in a manner that will achieve an increase energy efficiency in the dwelling unit by twenty-five percent (25%) or more.
- (4) Rebate to the owner of the dwelling unit or an authorized agent of twenty-five percent (25%) of the total project cost or \$2,500, which ever amount is the lesser.

Scope of Services.

The State therefore seeks proposals from qualified firms or teams of firms to administer and implement weatherization services for dwelling units, the occupants of which are not eligible for LIHEAP, where deliverable fuels are used as the primary source of home heating and where energy efficiency improvements of twenty-five percent or greater can be achieved. Proposals must address each of items set forth in the program description and be consistent with the State goal and Recovery Act requirements as set forth in this RFP.

Proposed Contract Term: 2 years.

Total Amount of Award(s): \$ 2,298,476.00

SECTION 3 – DEFINITIONS

For the purposes of this request for proposals, the following terms shall have the meaning set forth below. Respondents shall use these terms, as applicable, in making proposals.

Base temperature means the temperature used to compute heating and cooling degree days. The average daily outdoor temperature is subtracted from the base temperature to compute heating degree days, and the base temperature is subtracted from the average daily outdoor temperature to compute cooling degree days.

Biomass means any organic matter that is available on a renewable or recurring basis, including agricultural crops and trees, wood and wood wastes and residues, plants (including aquatic plants), grasses, residues, fibers, and animal wastes, municipal wastes, and other waste materials.

Building Code means the most recent version of any applicable code which has been adopted by the Building Code Standards Committee, pursuant to RI General Laws 23-27.3-100.1.5, 23-27.3-100.1.5.4, or 23-27.3-100.1.5.3.

Capital-Intensive furnace or cooling efficiency modifications means those major heating and cooling modifications which require a substantial amount of funds, including replacement and major repairs, but excluding such items as tune-ups, minor repairs, and filters.

Contractor means a person who has entered into an agreement pursuant to this RFP to perform either energy audit services or measurement and verification services or both and to administer rebates for implementation measures consistent with the limitations set forth in the agreement.

Cooling Degree Days means a population-weighted annual average of the climatological cooling degree days for each weather station within a State, as determined by DOE.

Cost sharing or matching means that portion of project or programs costs not borne by the Federal Government.

Deliverable fuel means fuels, such as heating oil or propane, used for heating, including hot water heating, that are deliverable by vehicle to the premises of a dwelling unit.

Dwelling Unit means a house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Energy Audit means a comprehensive assessment, prior to implementation of energy efficiency and/or weatherization measures, of conditions and systems in a dwelling unit by a person having the core competency of an auditor as set forth in the “Core Competencies for the Weatherization Assistance Program”, March 26, 2007, to ascertain the level of energy efficiency in the dwelling and to recommend energy efficiency or weatherization measures which could be undertaken to improve energy efficiency in the dwelling unit.

Heating Degree Days means a population-weighted seasonal average of the climatological heating degree days for each weather station within a State, as determined by DOE.

Home Heating Energy Efficiency means measures undertaken to using weatherization materials for (1) Caulking and weatherstripping, (2) Furnace efficiency modifications, and (3) Insulation.

Incidental Repairs means those repairs necessary for the effective performance or preservation of weatherization materials. Such repairs include, but are not limited to, framing or repairing windows and doors which could not otherwise be caulked or weather-stripped and providing protective materials, such as paint, used to seal materials installed under this program.

LIHEAP means the Low Income Household Energy Assistance Program administered by the Office.

Measurement and Verification means a comprehensive assessment, after implementation of energy efficiency and/or weatherization measures made pursuant to an energy audit, to determine the adequacy, quality and the effectiveness of such energy efficiency and/or weatherization measures in a dwelling unit, which is made by a person having the core competency of an auditor as set forth in the “Core Competencies for the Weatherization Assistance Program”, March 26, 2007.

Office means the Office of Energy Resources in the Rhode Island Department of Administration.

Owner means the owner of the dwelling unit or in case of condominiums, the owner of the structure and equipment, which would be or have been made more energy efficient by installation of home heating energy efficiency measures under this program.

Recovery Act means the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

Renewable energy system means a system which when installed in connection with a dwelling—

- (1) Transmits or uses solar energy, energy derived from geothermal deposits, energy derived from biomass (or any other form of renewable energy which DOE subsequently specifies through an amendment of this part) for the purpose of heating or cooling such dwelling or providing hot water or electricity for use within such dwelling; or wind energy for nonbusiness residential purposes; and
- (2) Which meets the performance and quality standards prescribed in §440.21 (c) of this part.

Total project cost means the combined cost of home heating energy efficiency measures implemented at a dwelling unit, an energy audit performed by a contractor, and measurement and verification performed by a contractor.

Weatherization Manual means “Guidelines For The Installation Of Energy Conservation Measures” issued by the Rhode Island State Energy Office—Weatherization Program.”

Weatherization Materials mean:

- (1) Caulking and weatherstripping of doors and windows;
- (2) Furnace efficiency modifications including, but not limited to—
 - (i) Replacement burners, furnaces, or boilers or any combination thereof;
 - (ii) Devices for minimizing energy loss through heating system, chimney, or venting devices; and
 - (iii) Electrical or mechanical furnace ignition systems which replace standing gas pilot lights;
- (3) Cooling efficiency modifications including, but not limited to—
 - (i) Replacement air conditioners;
 - (ii) Ventilation equipment;
 - (iii) Screening and window films;
 - (iv) Shading devices;
- (4) Insulation; and
- (5) Energy efficient windows and storm doors.

SECTION 4 – PROPOSAL REQUIREMENTS

Proposal Evaluation Premises

The State is seeking qualified proposers with a history, of not less than five years, of success in providing home heating energy efficiency services including energy audit and measurement and verification services and administration of rebate programs.

Consistent with State goals, proposals will be evaluated on the basis of the history and experience of the proposer, on the basis of the price proposal, and on the basis of the projected energy cost savings.

Proposal Elements

At a minimum, proposals shall contain the following elements:

1. A completed and signed three-page RIVIP generated bidder certification cover sheet (downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov)
2. A completed and signed W-9 Form downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov by clicking on RIVIP, then General Information and then Standard Forms.
3. Qualification statement for the firm or team, including, but not necessarily limited to:
 - a. The experience of the firm or, for a team, the experience of each team member in performing energy audit and measurement and verification services
 - b. The experience of key firm or team members in performing energy audit and measurement and verification services
 - c. An organization chart for the project team indicating the name of the team member, the team reporting structure and a narrative describing the responsibility of the team member.
 - d. Financial information demonstrating the capability of the firm or team to complete the project successfully. Audited financial statements are not required for this proposal, but will be prior to the beginning of final price negotiations. Significant deviation in the audited financial statements from information submitted with the proposal will be cause for termination of final negotiations.
 - e. Other information at the discretion of the proposer that will demonstrate the firm or team's ability to meet the State's goals for this project.
4. Price Proposal for energy audit services, measurement and verification services, and administration of rebates to owners who have implemented home heating energy efficiency measures that are consistent with an energy audit and have been verified.
5. A project schedule including all major activities from notice to proceed to project operation.
6. A Recovery Act compliance proposal proposal, including:
7. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CDRom, Diskette, flashdrive). Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested. This CD or diskette should be included in the proposal marked "original".

Proposal Evaluation Criteria

Criterion	Weight	Considerations
Experience	30%	<ol style="list-style-type: none"> 1. Level of experience in energy audits and measurement and verification, (20%) 2. Level of experience in administering rebates, (5%) 3. Ability to integrate home heating energy efficiency measures with other energy efficiency programs. (5%)
Price Proposal	20%	<ol style="list-style-type: none"> 1. Lowest price for energy audit, measurement and verification, and rebate administration services.
Recovery Act Benefits	50%	<ol style="list-style-type: none"> (1) creation and retention of jobs, (10%) (2) realizing energy cost savings, (10%) (3) reducing dependence on imported fuels, (5%) (4) leveraging funds, (10%) (5) transforming markets, and (5%) (6) building program sustainability (10%).

SECTION 5 -- SPECIAL TERMS AND PROVISIONS APPLICABLE TO RECEIPT OF RECOVERY ACT FUNDS

The Recovery Act was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, energy efficiency and renewable energy and other infrastructure that will provide long-term economic benefits, and stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

Contractors shall use funds in a manner that maximizes job creation and economic benefit.

The Contractor shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in the Act itself and as discussed below, and shall require its contractors and subcontractors to comply, as appropriate.

The Contractor and the Office understand that the following provisions may be changed and additional requirements may be added and that each agrees to be bound by such changes, additions, and guidance as may be issued with respect to, and as required under, the Recovery Act or by the State.

I. Reporting Requirements

The Contractor agrees to obtain, retain, prepare, and provide to the Office or the Federal Office of Management and Budget, as requested by the Office, without limitation, the information required by the Recovery Act including but not limited to:

1. Monthly reports setting forth the percentage of the Project having been completed.
2. Monthly reports providing a description of the employment impact of Recovery Act funded work.

The report should include:

- (i) a brief description of the types of jobs created and jobs retained;
- (ii) an estimate of the number of jobs created and jobs retained;
- (iii) an estimate of the number of hours worked in the jobs created and retained.

3. Contractor's nine digit Data Universal Numbering System (DUNS) number and Central Contractor Registration plus four extended DUNS number.
4. Amount awarded to Contractor.
5. Amount received by Contractor.
6. Contractor type.
7. Date of award.
8. Projected period of performance.
9. Place of performance and area of benefit.
10. The names and compensation of the five most highly compensated officers of the Contractor if the Contractor in the preceding fiscal year received:
 - (i) 80 percent or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross revenues from Federal awards; and (iii) the public does not have access to information about the compensation of the senior executives of the Contractor through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), or 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USCS 6104].
11. List of Vendors awarded contracts and their DUNS number or name and zip code of headquarters.

Contractor shall provide the foregoing reporting information on forms prescribed by the Office within five (5) business days of the end of the month unless otherwise required by the Office. Contractor further agrees to provide any additional information deemed necessary in the sole discretion of the Office, to enable the Office to comply with its reporting requirements under the Recovery Act and to respond to any Federal or State inquiry regarding the Work (as defined in Exhibit B).

II. Buy American

With respect to Work performed on public buildings or that constitutes a public work, the Contractor acknowledges to and for the benefit of the Office that it understands the Work being financed herein is being funded with monies made available by the Recovery Act and that such law contains provisions commonly referred to as "Buy American" requiring all iron, steel and manufactured goods used in the Work to be produced in the United States ("Buy American Requirements") and used by the Contractor or its contractors and subcontractors. The Contractor hereby represents and warrants to and for the benefit of the Office that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the Work will be or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the Requirements is approved by an appropriate Federal agency, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Office, including from each contractor and subcontractor which has a contract financed with Recovery Act funds. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Office to recover any Recovery Act funds paid and any damages against the Contractor including any loss, expense or cost (including without limitation attorney's fees) incurred by the Office resulting from any such failure (including without limitations any impairment or loss of funding, whether in whole or in part, from the U.S. Department of Energy ("DOE") or the State or any damages owed to DOE or the State by the Office). The Office and the Contractor agree that DOE and the State are third party beneficiaries and may enforce the requirements of this Agreement.

A waiver may be provided, if an appropriate Federal agency determines that (1) applying these requirements would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall Work by more than 25 percent. The Contractor must obtain any waiver(s) directly. All requests for waivers shall be provided to the Office for review prior to submission. Copies of any waivers granted to the Contractor must be provided to the Office. Additional guidance on the Buy American Requirements and waiver process can be found on www.recovery.gov.

III. Wage Rate Requirements

In accordance with the Recovery Act and other Federal requirements and Rhode Island labor law, all laborers and mechanics employed by contractors and subcontractors providing construction related services on the Work shall be paid wages at rates not less than those prevailing on Works of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, and as required by the Rhode Island State Department of Labor and Training.

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits therefore will be approved only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, is required to approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contractor or will notify the Contractor within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Office. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Office or the Wage and Hour Division of the Federal or State Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Office.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information described under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code and other Rhode Island State statutes, rules and regulations.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Office or the State or Federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, after written notice to the Contractor, sponsor, applicant, or owner, the Office and other Federal and State agencies may take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

(4) *Apprentices and trainees* -- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, 29 CFR part 30, and the Rhode Island State Human Rights Law.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Agreement.

(6) *Subcontracts.* The Contractor or subcontractor shall insert this section in any subcontracts and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these requirements.

(7) *Contract termination: debarment.* A breach of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12 and in this Agreement.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR parts 5, 6, and 7 or the Rhode Island State Department of Labor and Training. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Office, the U.S. Department of Labor, the Rhode Island State Department of Labor or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this Agreement, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

Contractor shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any contract in excess of \$2,000 for construction, alteration or repair (including painting and decorating) being paid with Recovery Act funds.

Due Date and Contact Information

Proposals to provide the required services must be received by the Division of Purchases **on or before November 3, 2009 @ 11:00 AM (Eastern Time)**. Responses (**a clearly marked original** plus four (4) copies) should be mailed or hand-delivered in a sealed envelope marked "RFP 7323216: Weatherization of Dwelling Units " to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time may not be considered. Proposals must be presented to the Purchasing Receptionist for check-in and time stamp prior to the bid opening date and time. Proposals misdirected to other State locations or which are otherwise not presented in the Division of Purchases by the scheduled due date and time will be determined to be late and may not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The "official" time clock is located in the reception area for the Division of Purchases. **(Please be advised that Fedex/UPS do not always arrive by 10:30 am, you would be smart to send your submission to arrive at least one day early)**

A Selection Committee will evaluate submitted proposals on the basis of the above criteria items. Consultant Teams may be invited to appear before the Committee for in-person presentations. The Committee will then make a qualifications based recommendation for final selection to the Rhode Island State Purchasing Agent, or his designee, who will make the final award decision.

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all responses, and to award in its best interest.

Responses found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The State reserves the right to reject any or all responses submitted and to waive any informalities in any vendor's submission

END