

The State of Connecticut

Office for Workforce Competitiveness

Request for Proposal

For

Weatherization and Building Analyst Training

ARRA Weatherization Assistance Program (WAP)

Deadline for Submission:

Thursday, November 19, 2009

4:30 p.m.

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Training under the ARRA Weatherization Assistance Program

I. STATEMENT OF OBJECTIVES

As a result of the American Recovery and Reinvestment Act of 2009 (ARRA), the State of Connecticut is designated as a grantee for the federal Weatherization Assistance Program (WAP) for low-income people. The ARRA WAP is a temporary three year stimulus program designed to assist low-income households to minimize energy-related costs and fuel usage in their homes and to create new jobs in the field of weatherization and green technology. The Department of Social Services (DSS) is the designated state agency to administer the Department of Energy (DOE) Weatherization Assistance Program, which includes the additional funding from the federal Department of Energy (DOE) to carry out the ARRA WAP.

The DOE-approved Connecticut ARRA WAP state plan authorizes the Office for Workforce Competitiveness and the Connecticut Community College System to assist DSS in the provision of weatherization training services with the involvement of the Regional Workforce Investment Boards and Jobs Funnel programs. The Office for Workforce Competitiveness (OWC) is seeking a training provider(s) to offer the following four training components:

- a. Provide the necessary classroom and field training to Connecticut residents and businesses utilizing the appropriate core competencies in weatherization installation to meet workforce requirements for Connecticut's ARRA Weatherization Assistance Program. OWC anticipates that up to two (2) rounds of training will be conducted in each of the five regional workforce investment areas in Connecticut from December 2009 through June 2010.
- b. Provide the necessary classroom and field training for one statewide Building Analyst/Energy Auditor course, if necessary.
- c. Provide a "Train-the-Trainer" program for the core competency-based curriculum above to meet the future needs of Connecticut's ARRA Weatherization Assistance Program. Up to twenty (20) staff persons representing Connecticut's Career Technical High Schools, Connecticut's Community College System and additional trainees as may be identified by DSS and OWC, will be trained to provide the same weatherization training as conducted under a. above.
- d. Provide a "Train-the-Trainer" program to prepare up to ten (10) staff persons representing Connecticut's Career Technical High Schools and Connecticut's Community College system to teach Building Analyst/Energy Auditor curriculum developed by the Building Performance Institute (or equivalent) and recognized by the U.S. Department of Energy.

A listing of the core competencies for Weatherization Installers and Building Analyst/Energy Auditor may be found at <http://www.waptac.org/si.asp?id=1259>. To be selected as a training provider, the prospective grantee will have designed their training

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curriculum reflecting these core competencies. In addition, the training provider must be familiar with the US Department of Energy Weatherization Assistance Program regulations that govern said program (10 CFR § 440) and must be up-to-date on residential energy conservation, including the DOE's residential energy audit requirements for the WAP. See Exhibit B for samples of training modules and components.

At the conclusion of the train-the-trainer portion of this project, OWC expects that staff persons representing the Connecticut's Career Technical High School System, the Connecticut Community College System, and additional trainees as may be identified by DSS and OWC will be able to effectively provide training to prospective ARRA Weatherization Installers and Building Analyst/Energy Auditors for the balance of the ARRA Weatherization Assistance Program in Connecticut.

II. SUBMISSION REQUIREMENTS

Proposals are due to OWC no later than 4:30 pm on Thursday, November 19, 2009. Proposals can be mailed or emailed, but must have a time and date stamp on or before 4:30 pm, November 19, 2009. Proposals must be submitted to the attention of the Official Agency Contact, Beth Trenchard, Office for Workforce Competitiveness, 100 Great Meadow Rd, Suite 401, Wethersfield, CT 06109, Beth.Trenchard@ct.gov.

Proposals must indicate readiness to deliver up to two rounds of the weatherization training component as described in Section I a., b., c and d. within the December 2009 through June 2010 timeframe or the proposal will be deemed ineligible for selection.

III. SUBMISSION COMPONENTS

OWC is requesting that only training providers with the requisite experience and certifications apply to deliver these training components. Proposers must follow this sequence and must include responses to all six components in their submission:

1. Training Provider Qualifications (25%): The proposal must clearly identify the specific staff providing the training and their qualifications and certifications; in particular the BPI (or equivalent) certified trainers. The proposal must discuss specific partnerships or agreements with the construction/weatherization industry and employers or unions. The training provider(s) must be a legally recognized entity with appropriate state licensing prior to the proposal being submitted.
2. Training Component Descriptions (25%): The proposal must describe in detail the elements of each of the four training components, as outlined in Section I a.,

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b., c and d., The proposal must identify any student pre-requisites for each training program. The proposer must discuss the length of training, training site needs including labs and field work, class size, and hours of training per day. The proposal must also describe how competencies in the topics will be assessed and any nationally recognized certifications that will be awarded to successful students.

3. Training Support (5%): The proposal must describe any supports that will be made available to trainees to ensure success, including tutoring, mentoring, practice testing, post training placement assistance and/or retention support.
4. Training Availability (20%): The proposal must describe its ability to deliver all four components of the training program beginning in December 2009.
Proposals may be deemed ineligible for selection if this condition cannot be met.
5. Budget (20%): The proposal must:
 - a. Identify class size and unit (per participant) costs for each of the programs it is proposing;
 - b. Separate costs must be given for each of the four training components.
 - c. The two sessions of weatherization training must be broken out separately;
 - d. Cost of training, training materials, site license costs, textbooks and any additional requirements for the curriculum being proposed;
 - e. Any additional application or testing fees associated with each program and those required for certification of the trainees; and
 - f. Any costs for the rights for use and reproduction of the Weatherization Installer core competency-based curriculum and the Building Analyst/Energy Auditor curriculum.
6. Equipment and other specifications (5%): The proposal should provide a list of equipment necessary to conduct each training component in Section I a., b., c and d., and any site-related specifications for classroom, lab and field training.

IV. EVALUATION PROCESS

A screening committee consisting of representatives of the Department of Social Services, the Office for Workforce Competitiveness, the Connecticut Community College System, and the Workforce Investment Boards will review all proposals received. If at least three qualified proposals are received, the committee shall rate and rank the proposals submitted based on the weighted award criteria noted above. The

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committee shall create a ranked list using the point values noted above and provide the names of the top three potential contractors to the Director of OWC who shall decide which contractor(s) receives the contract to do weatherization training. The approved contract will then be executed between the contractor and the Department of Administrative Services, on behalf of the OWC.

V. PROPOSAL FORMAT

Proposals should be submitted as follows:

1. All proposals must be submitted in sealed envelopes or packages;
2. All proposals must be addressed to the Official Agency Contact shown in Section II;
3. The name and address of the respondent must appear in the upper left hand corner of the envelope or package;
4. An original (clearly identified as such) and four (4) conforming copies of the proposal must be submitted;
5. The proposal must be signed by the respondent;
6. Unsigned proposals will be rejected;
7. Proposals must be no longer than five, single-spaced pages (not including transmittal letter and attachments) using 12-point font.
8. All materials must be tabbed by section and placed in the same order as they appear in the proposal. Each tabbed section must include all relevant materials for that section, including proposal exhibits;
9. Respondents are advised not to include in their proposals any proprietary information. The Connecticut Freedom of Information Act generally requires the disclosure of documents in the possession of the state upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by statute (C.G.S. 1-19(b) (5)). If the information is not readily available to the public from other sources and the respondent submitting the information requests confidentiality, then the information provided is "given in confidence." Confidential information must be isolated from other material in the proposal and labeled CONFIDENTIAL.
10. Proposals transmitted by facsimile will not be accepted or reviewed.

VI. MINIMUM SUBMISSION REQUIREMENTS

At a minimum, proposals must be:

1. Submitted on or before the deadline;
2. Follow the required format;

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3. Satisfy the packaging and labeling requirements;
4. Be complete;
5. Proposals that fail to meet these minimum submission requirements may be disqualified and not reviewed further.

VII. GENERAL CONDITIONS

Important Note: All applicants must be willing to adhere to the following conditions and must positively state this in the proposal.

1. All qualifications in response to this RFP are to be the sole property of the State. Applicants are encouraged not to include in their qualifications any information, which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable to the State, developed under a contract awarded as a result of the RFP, is to be the sole property of the State.
3. The applicant agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
4. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate, or otherwise in the best interests of the State.
5. Any costs and expenses incurred by the applicant in preparing or submitting qualifications are the sole responsibility of the applicant. An applicant, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
6. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification of qualifications may be required by the State at the applicant's sole cost and expense.
7. The applicant awarded the contract may be required to give presentations to the extent necessary to satisfy the State's requirements or needs. In some cases, applicant may have to give presentations or further explanation to the RFP screening committee.
8. The applicant represents and warrants that the proposal is not made in connection with any other applicant and is in all respects fair and without collusion or fraud. The

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applicant further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the applicant's proposal preparation.

9. All responses to the RFP must conform to instruction. Failure to answer all questions or to follow the requested format may be considered appropriate cause for rejection of the response.
10. The contract document will represent the entire agreement between the applicant and OWC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment for services under the terms of the contract until the successful applicant is notified that the contract has been accepted and approved by the State. The contract may be amended only by means of a written instrument signed by the State and the applicant.
11. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit A attached.
12. Documentation Required Subsequent to Contract Execution. The applicant chosen for the contract will provide the documentation below at time of execution of the contract. This requirement does not apply to an entity of the State of Connecticut.
 - (a) Nondiscrimination Certification: Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State responders to adopt policies in support of the new statutes by means of a resolution. Accordingly, a form certification is required from the successful responder which must be delivered executed at the time that it executes the contract. The execution and submittal of this certificate is a condition precedent to the State's executing the contract, unless the responder is exempt from this statutory requirement, in which case the responder must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

Rights Reserved To the State

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The State of Connecticut reserves the right, at its sole and absolute discretion, to extend any of the actual or proposed dates in the time schedule applicable to all applicants, and further reserves the right to reject any and all submissions from any or all applicants and to republish the RFP.

The State also reserves the right, at its sole and absolute discretion, to terminate the RFP process at any time prior to execution of any contract.

The State reserves the right to award in part, to reject any and all qualifications in whole or in part, to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served; for misrepresentation or when the applicant is in default of any prior State contract; or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP.

The State reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to an applicant and subsequently awarding the contract to another applicant. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial applicant is deemed to be void and of no effect as if no contract ever existed between the State and the applicant.

VIII. COMMUNICATION PROTOCOL

All questions must be in writing and directed exclusively to the Official Agency Contact, Ms. Beth Trenchard. Inquiries must be transmitted via email to:

beth.trenchard@ct.gov

All questions must be received **no later than 3:00 p.m. on Thursday, November 12, 2009** to be considered for a reply. All applicants will be able to view the answers to questions through Addendums to this RFP document which will be posted as necessary on the following website:

http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

The State of Connecticut reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the RFP process. The State acknowledges that information contained in the submissions is subject to the Freedom of Information Act (FOIA).

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Exhibit A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-61 2(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

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Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive

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or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year,

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for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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EXHIBIT B

This list is intended to serve AS GUIDANCE to help identify training and coursework that reflects the core competencies identified earlier. Please note that there may be some repetition/duplication in the listed training areas.

Recruitment, Assessment/Worker Screening, Training, and Employment/Placement

Training and Technical Assistance

- **Statewide Lead Safe Weatherization (LSW) Training** -DOE minimum standards
- **Energy Auditor Certification Training Class** for preparation and use of Connecticut's DOE-approved Home Check Energy Audit program
- **On-site training** for crews, energy auditors and subcontractors.
- **Mold and moisture** detection training
- Annual **combustion safety** refresher training
- **Client education training** - effective techniques of client education.
- **OSHA training** for new staff and subcontractors
- **BPI (or equivalent) Competencies** – Additional Training Requirements
- **Core Competency training** - two-week training - includes courses in:
 - basic competencies
 - safe work practices
 - building evaluation
 - measure installation
 - final inspection
 - consumer education
 - monitoring
 - program management & training
- **Weatherization Technical Skills Development**
 - Building Science basics
 - Tools (power & hand tools), equipment, safe use of ladders, and job safety
 - Proper installation measures
 - Blower door, Insulation blower, hoses
 - Performance and Safety Testing
 - Weatherization Manual & Field Guides
 - OSHA & Connecticut safety requirements

Additional Details re: Training & Program Requirements

- **Grantee Health and Safety**
- **Crew and/or Contractor Health and Safety**
- **"Construction Industry OSHA Safety and Health Standards"(29 CFR 1926/1910).**
- **Basic health and safety training**

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- Before employees enter the field

Potential Hazard Considerations

- **Moisture and Mold –**
- **Combustion Appliances and Combustion Gases:**
 - Visual Check, CO & Backdraft Testing
- **Fire Hazards**
- **Indoor Air Quality**
- **Blower Door Testing Procedures**
- **Blower Door Safety Concerns**
- **Other Health & Safety Concerns**
- **Asbestos**
- **Dust**
- **Radon and Soil Gases –**
- **Formaldehyde and Volatile Organic Compounds (VOC)**
- **Lead Paint**
- **USDOE Minimum Standards for Lead Safe Weatherization (LSW)**
- **Building Structure**
- **Electrical Issues**
- **Refrigerant Issues**
- **Deferral Standards**
- **Confined Space options**

Additional Training & Skills

- **First Aid**
- **NIOSH N100 rated respirators,**
- **Protective eye wear** – meeting ANSI Z-87.1-1968 requirements, when applicable.
- Maintain an **OSHA Log #300** to document all accidents.
- Comply with **OSHA HAZCOM** requirements.
- Label Containers of **hazardous materials** with appropriate warnings. **Material Safety Data Sheets (MSDS)** for all materials at all job sites, in case of an emergency.
- **Infrared Scanner** Equipment
- **Blower Door** Equipment
- **Weatherization Materials & Activities:** General Heat Waste/Air Sealing, Insulation/Attic, Insulation/Wall, Insulation/Floor, Storm Windows/Doors, Repairs (General Carpentry), Heating Systems.