



Waccamaw Economic Opportunity Council, Inc.
The Community Action Agency serving Horry, Georgetown and Williamsburg Counties



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WACCAMAW ECONOMIC OPPORTUNITY COUNCIL, INC.

**1261 Highway 501 East, Suite B
Post Office Box 1467
Conway, South Carolina 29526**

**Proposal Number: 2017- Statement of Qualifications
Contractor for Weatherization Program**

Date/Time Received:
Open

MAILING ADDRESS:

Waccamaw Economic Opportunity Council, Inc.
PO Box 1467
Conway, SC 29528-1467
Attn: Janice Wideman

STREET ADDRESS:

Waccamaw Economic Opportunity Council, Inc.
1261 Highway 501 East, Suite B
Conway, SC 29526
Attn: Janice Wideman

General Information

You are invited to submit a Statement of Qualifications (SOQ) in accordance with the requirements of the attached solicitation. Its intent is to identify entities that are capable of providing Weatherization services. All Contractors are to be licensed by the State of South Carolina.

It is required that the SOQ be submitted under seal to Waccamaw Economic Opportunity Council, Inc., Janice Wideman, Director of Finance, at Post Office Box 1467, Conway, South Carolina 29528-1467 or to the Executive Office of Waccamaw Economic Opportunity Council, Inc. Street Address: 1261 Highway 501 East, Suite B, Conway, South Carolina 29526, and received no later than the date and/or time specified on the attached solicitation. Waccamaw Economic Opportunity Council, Inc. is not responsible for lost or delayed mail. NO SOQ WILL BE ACCEPTED BY FAX. Sealed qualifications may be hand delivered only to the Agency's Administrative Office as specified above.

This request for statements of qualifications does not commit Waccamaw Economic Opportunity, Inc. to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. Waccamaw Economic Opportunity Council, Inc. reserves the right to accept or reject any or all SOQ received as a result of this request, to negotiate with qualified offers, to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of Waccamaw Economic Opportunity Council, Inc.

Each Qualifying Contractor will be required to submit three (3) references which include name, address, telephone number, and general description of jobs performed.

SOQ will not be reviewed if they are not responsive, i.e., containing all requested specifications, costs and other information, and submitted in the manner prescribed.

The SOQ will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from bidders after the closing date and time. Primary factors to be considered are background, past performance, experience, financial stability, capacity to perform, and safety.

Waccamaw Economic Opportunity Council, Inc. reserves the right to select such contractors which it deems appropriate and is not bound to accept any SOQ based on one thing alone, further reserving the right to reject any or all SOQ if it is deemed to be in Waccamaw Economic Opportunity Council, Inc.'s best interest.

Small, minority, and women owned businesses are encouraged to submit SOQ, with due consideration given to all Contractors.

Each Contractor is to submit one (1) ORIGINAL and three (3) copies of the response.

The offer, solicitation or acceptance of gratuities or compensation, intended to influence the bidder selection process is expressly prohibited.

The Agency reserves the right to disqualify (with reason) a vendor from the qualified vendor list.

All Contractors will be notified as to the acceptance or rejection of their offer in writing. Contractors selected as the most qualified will be placed on the pre-qualification list for this project.

The Agency reserves the right to seek appropriate administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms.

Provisions for termination of the contract by the Agency or the recipient, and the basis of the settlement, in cases of default, or because of circumstances beyond the control of the contractor shall be clearly defined.

Contractors must comply with Executive Order 112246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (42 CFR, Part 60).

All contractors awarded contracts exceeding \$100,000 must comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3), providing that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give any part of the compensation to which he is otherwise entitled.

All contractors awarded construction contracts with Federal Funds exceeding \$2,000 must comply with the Davis-Bacon Act.

Drug Free Work Place Certification: By submitting a SOQ, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act.

Ethics Act: By submitting an offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Reform Act of 1991, as amended.

Taxes: South Carolina Sales Tax shall be listed as a separate item.

Questions from Contractors: Any prospective contractor desiring an explanation or interpretation of the solicitation must be in writing. All questions should be directed to Janice Wideman, Director of Finance by fax at (843) 234-4111 or email janice.wideman@weoc.org. Label any communication regarding your questions with the name of the Director of Finance, and the solicitation title and number. ORAL EXPLANATIONS OR INSTRUCTIONS WILL NOT BE BINDING. Any information given to a prospective contractor concerning a solicitation will be furnished promptly to all other prospective contractors as an Amendment to the Solicitation.

Amendment to the Solicitation: The Solicitation may be amended at any time prior to opening. All Contractors should check for amendments. It shall be the Contractors responsibility to insure that amendments have been received and acknowledged on the provided form, by signing and returning the amendment and by identifying the amendment number and date in the space provided.

COMPLIANCE WITH LAWS: During the term of this contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

Contractor Personnel: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the contract.

Contractors with Executive Order 11246, entitled, 'EQUAL EMPLOYMENT OPPORTUNITY'

REJECTION/CANCELLATION: Waccamaw Economic Opportunity Council, Inc. may cancel this solicitation in whole or in part. Waccamaw Economic Opportunity Council, Inc. further reserves the right to purchase in the best interest of the Agency.

The successful contractor has the responsibility for the overall compliance with the Occupational Health and Safety Act, Regulation and Code.

Incurring Costs: Waccamaw Economic Opportunity Council, Inc. and the Weatherization Assistance Program shall not be liable for any costs incurred by firms prior to the issuance of a contract.

The "Cost-plus-a-percentage-of-cost or percentage of construction cost" methods of contracting shall not be used in accordance with Federal Guidelines and Waccamaw Economic Opportunity Council, Inc.'s Procurement and Property and Management Guidelines, Page 5, Section F.

Introduction

The Weatherization Assistance Program (WAP) was established under Title IV of the Energy Conservation and Production Act and amended by the National Energy Conservation Policy Act, the Energy Security Act, and the Human Services Reauthorization Act of 1984, and the State Energy Efficiency Programs Improvement Act of 1990. The program is administered and funded at the federal level by the Department of Energy (DOE).

This program is designed to assist low-income households in reducing their fuel costs and to contribute to national energy conservation through increased energy efficiency and consumer education. Weatherization measures provided by this program will reduce heat loss and energy costs by improving the thermal efficiency of dwelling units occupied by low-income households.

Waccamaw Economic Opportunity Council, Inc. Weatherization Program will be receiving statement of qualifications to provide a contractor for the Weatherization Program, a division within the Waccamaw Economic Opportunity Council, Inc.

All work for this project shall be coordinated with the Director of Weatherization.

Contractor must be knowledgeable of the Weatherization Assistance Program and its requirements. Contractor must be willing to be trained and attend Weatherization conferences.

It shall be the Contractor's responsibility to meet with the Weatherization staff and provide written assessment of work and cost according to Weatherization assistance guidelines for each client.

The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish from and about the project.

Failure to comply with the Weatherization Program guidelines, or in the judgment of the Weatherization Program Director the contractor does not perform satisfactory work, the contractor will be disqualified from providing services to the Weatherization Program. Reasons for disqualification include but are not limited to the following:

- Failure to perform work in a proper manner.
- Failure to adhere to established time schedules for work completion.
- Failure to honor proposal or other contract documents.
- Failure to maintain required insurance coverage.
- Failure to maintain appropriate working relationships with Waccamaw Economic Opportunity Council, Inc., Director of Weatherization Program and the clients.
- Actions (including client complaints) which tend to discredit Waccamaw Economic Opportunity Council Inc. or the Weatherization Program.
- Violation of any standards adopted by Waccamaw Economic Opportunity Council, Inc.

Contractor will be paid at the completion of Weatherization improvements. The work is not considered complete until the Director of Weatherization (or his designee) has approved a final inspection of completed work and approved invoices.

Contractors are required to meet with Weatherization Staff and provide a written assessment of work and cost according to Weatherization Assistance guidelines for each client.

Contractors are required to carry specific business, auto and liability insurance, workers compensation and provide copies to Waccamaw Economic Opportunity Council, Inc. and the Weatherization Division prior to any work being done. All insurances, including Workman's Compensation, SHALL be the responsibility of the Contractor.

Contractor must be familiar with Building permit guidelines for Horry, Georgetown, and Williamsburg counties and municipalities, if applicable. Building permits, if required, must be received prior to any work being done. It shall be the contractor's responsibility to meet with the Building Inspector's Department to finalize permits.

The Contractor is required to purchase the required materials for each project and provide a copy of the invoice along with rates for services to the Weatherization Director for approval. Any surplus material(s) not returnable to the vendor purchased from shall be returned to the Weatherization Director.

It shall be the responsibility of the contractor to provide all tools, safety equipment, suiting, etc. necessary to perform the required work.

Waccamaw Economic Opportunity Council, Inc. Weatherization Department will provide equipment lease to contractor for trailer, blower door testing equipment to be used by the contractor if needed.

Warranty of Construction

General Guaranty: The contractor shall remedy at his/her own expense any defect due to faulty material or workmanship and pay for any damage to other work resulting from the Contractor's failure to conform to the contract documents. Further the contractor shall furnish Waccamaw EOC, Inc. Weatherization all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract, The contractor expressly guarantees and agrees to remedy any defects in the work and pay for any damages to other work resulting there from which shall appear.

MATERIAL QUALITY: The Contractor will furnish all supplies, equipment, etc. to satisfactorily execute the contract. The materials used and installed must be new unless other arrangements have been made and approved by the Weatherization Director.

****Please Note: Additional information may be requested of the Contractor as new protocols are established by the Department of Energy and/or the Office of Economic Opportunity Weatherization Program. Any and all new information will be forwarded to all interested parties.****

STATEMENT OF QUALIFICATIONS DOCUMENT CHECK-OFF

This check-off list is to ensure that all documents required are enclosed with your statement of qualifications packet.

Complete Contractor's Qualifications, Pages 8-10

Complete Contractor's Information Sheet and References, Page 11

Complete Contractor Certification, Page 12

Complete Exceptions Sheet, Page 13

Complete Non-Collusion Affidavit, Page 14

Complete Indemnification Form, Page 15

Complete IRS W-9 Form

This check-off list is for your guidance in completing the proposal packet and is not a required form to be included in the submittal of your packet.

Proposal#: 2017-06
Contractor for Weatherization Program
Statement of Qualifications for Contractors

Contractors should be willing to work in all three counties, Horry, Georgetown, and Williamsburg Counties. Copies of license, insurance, tax ID to be provided to Waccamaw Economic Opportunity Council, Inc. and the Weatherization Department. Please contact your insurance agencies and inform them that you are working for Waccamaw Economic Opportunity, Inc., Weatherization so that the Agency can be notified of any renewals or cancelations.

Name of Contractor/Business Name: _____

Owner/Representative: _____

Business Address: _____

Mailing Address: _____

Business Telephone: _____

General Contractor: yes _____ no _____

If so, please state limit _____

Builders License No. _____

Are you registered with a minority/women's business enterprise program? _____

List Employee Names _____
and their trades _____

Number of Years in Business: _____

Do you have the following?

Bonding Company

Surety Firm

General Liability Insurance

Worker's Compensation

Please state the type of work you or your company specializes in and the types of work that you sub to other contractors.

Equipment:

Blower Door- Own _____ Rent _____

Make _____ Model _____

Insulation Machines- Own _____ Rent _____

Make _____

Model _____

Other Equipment (relating to Weatherization)

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

Install insulation in Attic _____

Install insulation in walls _____

Install insulation in crawlspace _____

Install insulation in knee wall _____

Install a new window _____

Install a new door _____

Perform a blower door test _____

Have you ever worked for another community action agency as a Weatherization Contractor? _____

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

Length of time: _____

List two major suppliers from whom you purchase most of your supplies:

Please list below any additional information that you feel is important regarding your Company:

Proposal# 2017-06
Contractor for Weatherization Program
Contractor References

Company Name

Address

Phone/Fax

Email

Authorized Signature

Please provide three (3) references:

Name of Contact Person and/or Business name if applicable

Street Address

City, State, Zip

Phone

Fax

Email

Name of Contact person and/or Business name if applicable

Street Address

City, State, Zip

Phone

Fax

Email

Name of Contact person and/or Business name if applicable

Street Address

City, State, Zip

Phone

Fax

Email

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT ALL INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

- Contractor License Class and bond are current, and the undersigned contractor agrees to maintain in current status all licenses and bonds as required by the contracting agency.
- That the work be performed in accordance with the property requirement standards.
- That if the work performed by the contractor is found to be unsatisfactory by the administering agency or if contract relations between the contractor, homeowner or other parties are found to be unsatisfactory, the administering agency may remove the contractor's name from the approved list.
- The contractor will abide by the federal regulations pertaining to equal employment opportunity.
- That the work will be done in conformance with all appliance codes and zoning regulations.
- Upon award of bid/contract, a Certificate of Insurance with Waccamaw Economic Opportunity Council, Inc. named as an additional insured and Worker's Compensation Certificate will be provided to Waccamaw Economic Opportunity Council, Inc.

Contractor's Signature:

Date:

EXCEPTIONS PAGE

MANDATORY SOQ PROPOSAL SUBMISSION FORM

Please state any areas where you cannot or will not comply with the specifications or terms contained within the proposal document.

Required Form

**NONCOLLUSION AFFIDAVIT
(This Affidavit is Part of the SOQ Proposal)
SOQ Proposal #2017-06**

STATE OF _____)

COUNTY OF _____)

Being first duly sworn, deposes and says that he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said qualifying contractor has not colluded, conspired, connived, or agreed directly or indirectly, with any qualifying contractor or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other qualifying contractor, or to fix any overhead, profit or cost element of said bid proposal price, or that of any other qualifying contractor to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such qualifying contractor has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative there to any association or to any member or agent thereof.

(Qualifying Contractor)

Sworn to and subscribed before me this _____ day of _____, 20__.

_____ State _____ County _____

Notary in and for

My commission expires _____, 20__.

Required Form

**INDEMNIFICATION
(This form is Part of the SOQ Proposal)**

The CONTRACTOR will indemnify and hold harmless the OWNER and the Waccamaw Economic Opportunity Council, Inc. and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the CONTRACTOR, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or Waccamaw Economic Opportunity Council, Inc. or any of their agents or employees by an employee of the CONTRACTOR, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the workman's compensation acts, disability benefit acts, or other employee benefit acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of Waccamaw Economic Opportunity Council, Inc. or its agents or employees arising out of the reports, survey, CHANGE ORDERS, designs, or SPECIFICATIONS.

CONTRACTOR _____

BY: _____

DATE: _____

TELEPHONE: _____

STATEMENT OF NO SOQ PROPOSAL

Date _____

Mr. James L. Pasley, Jr.
Waccamaw EOC, Inc.
PO Box 1467
Conway SC 29528-1467

Dear Mr. Pasley:

We, the undersigned, have declined to submit a SOQ on Proposal No. _____

_____ for the following reason(s):

_____ We do not offer these services.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications (please note below).

_____ Delete our firm from your vendor's list as we are unable to comply.

We understand that if a letter is executed and returned, our name will be retained on the list of qualified contractors, unless otherwise specified (as stated above).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Phone/Fax #: _____

Unable to meet specifications because: _____
