Wayne Metropolitan
Community Action Agency
Established 1971

Weatherization Assistance Program

Request for Proposals: Weatherization for Emerald Springs Multifamily Project (142 units within 64 buildings)

PROPOSALS AND INQUIRIES SHOULD BE SUBMITTED BY THE RESPECTIVE DUE DATES TO:

Wayne Metropolitan Weatherization Assistance Program
Attn: Alexandra Leon
138 Cortland Street
Highland Park, MI 48203
contractor@waynemetro.org
Aleon@waynemetro.org

Completed proposals are due by:
12:00 p.m. (EST), Monday, October 12th, 2026

1. PURPOSE OF THIS REQUEST FOR PROPOSAL ("RFP")

Wayne Metropolitan Community Action Agency ("Agency") is soliciting proposals from external and internal contractors for multi-family weatherization work at the following multi-family project:

Emerald Springs Apartments and Townhomes
5825 Emerald Springs Circle
Detroit MI 48212 (Office)
206 Residential Units

The project consists of 142 residential units, with 6 distinct types of units as follows:

1. **Unit A (2 bedroom flat): 9 Total Units**
2. **Unit B (3 bedroom flat): 3 Total Units**
3. **Unit C (4 bedroom flat): 3 Total Units**
4. **Unit D (2 bedroom townhouse): 54 Total Units**
5. **Unit E (3 bedroom townhouse): 54 Total Units**
6. **Unit F (4 bedroom townhouse): 19 Total Units**

Contractor's proposal should be based on the detailed measures outlined in the attached work order for the 6 distinct types of units. The Work Order identifies the specifications, efficiency measures, and performance goals for each type of unit. The Work Order is attached as **Exhibit A. Please note that all work and materials used must be uniform in color, materials, and overall appearance for all 142 units in the project.** As part of the bidding process, contractors will have an opportunity to conduct a walkthrough of each type of unit with the QCI and a unit owner (the "Walkthrough"). **All work on the project is to be completed on or before December 1, 2026.** Preference may be given to any contractor who can suitably complete all work in the shortest timeframe.

2. MAJOR OBJECTIVES OF THE REQUEST FOR PROPOSAL

• To identify and select a contractor to provide weatherization services and materials consistent with those measures, services, and materials outlined and required in this RFP and the Work Order that is attached as **Exhibit A.**

• To ensure that all approved contractors understand the inspection and reporting processes, as mandated by the Agency, the United States Department of Energy ("DOE"), and the Michigan Department of Health & Human Services ("MDHHS").

• To ensure that all measures, services, and materials to be provided by the winning bidder are consistent with this RFP and the Work Order and to ensure all work is provided within the timeframe established by the Agency.

3. OVERVIEW OF AGENCY'S WEATHERIZATION ASSISTANCE PROGRAM

Agency is a nonprofit corporation that administers the DOE's Weatherization Assistance Program ("WAP") for low-income households in Wayne County, Michigan. Agency receives funding from the DOE to administer WAP for low-income households in Wayne County. The funds flow from the DOE to MDHHS to the Michigan Bureau of Community Action and Economic Opportunity ("BCAEO"), which then grants the funds to local agencies, such as Agency, to help improve home energy efficiency and reduce utility costs for low-income households.

The State of Michigan, through MDHHS, has implemented a statewide multi-family WAP that includes Wayne County. The multi-family WAP is designed to provide energy efficiency, solar, and health and safety upgrades to low-income residents in multi-family affordable housing properties. Multi-family buildings offer opportunities for energy efficiency upgrades that are a cost-effective approach to lowering operating expenses, maintaining affordability, and creating healthier, more comfortable living environments for low-income families. This weatherization is designed to take place with a whole building as a system approach (10 CFR 440.22(b)).

The Agency's Energy Auditor has determined the most cost-effective measures, services and/or materials appropriate for this multi-family weatherization project. All prices are for weatherization measures to be installed according to industry and program standards and include labor, travel, material, permits, job site cleanup, overhead, and all other costs. Prices should reflect all costs associated with the contractor's delivery, installation, and administration of the weatherization program. All prices for cellulose insulation materials shall meet Federal recycled materials specifications. Contractors must indicate a price for each item on the list. If any required items are left blank, the proposal will be considered incomplete, and the proposal may be rejected. The prices submitted should be set at a rate that allows the contractor to install all measures to meet Federal, State, County, and local standards and specifications regardless of the techniques or methods used. Should contractor be selected as the winning bidder, the contractor shall guarantee the materials and labor performed for a period of 18 months from the date of final acceptance of, and final payment for, all labor and materials.

4. GENERAL CONDITIONS FOR WEATHERIZATION WORK AT THE PROJECT

- If contractor is selected by Agency as the winning bidder, contractor shall perform the weatherization work described in this RFP and the job-specific Contract, which may include this RFP, the contractor's bid that has been accepted and approved by Agency, and any other job-specific document that is attached to or

incorporated in the job-specific Contract. Contractor shall adhere to all program policies and procedures described in this RFP and/or job-specific Contract.

- If contractor is selected by Agency as the winning bidder, no work shall begin until contractor and Agency have mutually executed a job-specific Contract and contractor has satisfied all conditions precedent before commencing the weatherization work at the project (for example only, providing Agency with Certificate(s) of Insurance (COI) for the insurance coverages that are required under this RFP and the job-specific Contract).

- If contractor is selected by Agency as the winning bidder, the contractor shall not assign the work to be performed at the project to any other person or entity without the prior written consent of Agency, which consent Agency may give or withhold in its sole discretion.

- Agency reserves the right to approve or disapprove any contractor/subcontractor relationship. In the event contractor intends to use subcontractors to perform any portion of the work to be done under its proposal or job-specific Contract, contractor shall provide Agency with pertinent information concerning each subcontractor before the subcontractor performs any weatherization work at the project. For instance, including but not limited to the full legal name of the subcontractor, any applicable licensing information related to the work to be performed, proof of insurance (workers' compensation and liability), the names of all persons with an ownership interest in the subcontractor, the length of time the subcontractor has been providing weatherization services, and the number and names of all persons who will be providing labor or materials to the multi-family weatherization project. In the event any subcontractor is approved by Agency, contractor shall require its subcontractors to be bound by the terms of the job-specific Contract and name Agency as a third-party beneficiary of the subcontract. Notwithstanding anything to the contrary, all subcontractors used by contractor are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions that govern the contractor. Contractor must verify that each subcontractor meets the contractor criteria contained herein and/or in the job-specific Contract before the subcontractor performs any weatherization work. Subcontractors are held to the same standard of quality and performance as contractor and contractor is ultimately responsible for the quality and performance of its subcontractor's work.

- Contractor must complete the work within the completion date identified by the Agency in this RFP and/or the job-specific Contract. At the option of the Agency, any job-specific Contract may be canceled due to a contractor's failure to complete the work in a timely manner and/or by the specified date.

- In addition to adhering to all program policies and procedures described in the RFP, all materials shall be installed in accordance with the standards set forth by the United States Department of Energy, the Michigan Department of Health and Human Services, Wayne Metro, the Michigan Weatherization Field Guide SWS-Aligned Edition (which can be found here https://waynemetro.org/wp-content/uploads/Michigan-Weatherization-Field-Guide-Standard-Work-Specifications-2018-1.pdf), the National Renewable Energy Laboratory Standard Work Specifications (SWS), the Community Services Policy Manual, 10 CFR 440 Appendix A, and all applicable federal, state, county, and local standards and specifications.

- Contractor must provide all measures - labor and materials - in accordance with all applicable federal, state, county and local standards and specifications. All prices provided by contractor in its proposal or bid are for weatherization measures installed according to industry and program standards and include labor, material, permits, job site cleanup, overhead and all other costs. Prices should reflect all costs associated with contractor's delivery, installation, and administration of the weatherization work. The prices submitted should be set at a rate which allows the contractor to install all measures to meet Federal, State, County and local standards and specifications regardless of the techniques or methods used. All materials used in the weatherization program must meet the specifications of the various funding authorities. All prices for cellulose insulation materials shall meet federal recycled materials specifications.

- Contractor acknowledges that when weatherizing individual units in a multifamily building, the health and safety conditions of the whole building and adjacent units shall be considered to ensure neighboring units do not negatively impact the health and safety of the weatherized unit(s) and the weatherized unit(s) will not negatively impact the health and safety of neighboring units. If such negative effects occur, then some health and safety or incidental work to neighboring units (with their permission) may be funded by the WAP. If such necessary work cannot be addressed, the unit would need to be deferred.

- It is not the DOE's intent to "leapfrog" measures that are already cost-effective to accommodate a measure that is included in the package of measures. All measures that were cost-effective after the initial energy audit was conducted would remain a part of the list of measures to be completed on the building. Measures that did not attain the SIR of 1.0 can only be considered for buy down if all the cost-effective measures in the initial audit are also installed.

- In the event that multi-family requirements are revised under BCAEO Michigan Training and Education Center (MiTEC) guidelines, resulting in additional training

or certification requirements, all contractors shall be required to complete the mandated training within thirty (30) days of notification.

- Contractor and its assigned crew leader for the multi-family weatherization work must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTAs).

- Contractor hereby acknowledges that it has access to and a working knowledge of the Michigan Weatherization Field Guide SWS-Aligned Edition, the National Renewable Energy Laboratory Standard Work Specifications (NAT SWS) and the NREL JTAs.

- Contractor shall indemnify, defend, and hold harmless Agency, its owners, agents, officers, employees, insurers, and other representatives ("Agency Indemnitees") from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including but not limited to attorneys' fees and costs) (collectively "Claim") arising out of or related to (a) Contractor's and/or subcontractor's performance and/or failure to perform under the Multi-Family Weatherization Contractor Agreement and/or any job-specific Contract, and/or (b) the acts and/or omissions of contractor and/or contactor's subcontractors; provided, however, that this indemnity obligation shall not include indemnity for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, an Agency Indemnitee, or their agents or employees. Agency shall notify contractor in writing within ten (10) business days after Agency knows or reasonably should have known of a Claim on which contractor is to indemnify, defend, and hold Agency harmless. The failure to give timely notice does not terminate contractor's obligations, except to the extent that the failure prejudiced contractor's ability to defend the Claim. Contractor may choose and retain defense counsel to defend the Claim and may, with Agency's written consent, settle the Claim. Contractor and Agency shall cooperate with each other reasonably and in good faith.

- Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin, and will comply with all federal, state and local laws, regulations and requirements concerning the same.

- Contractor shall utilize Lead Safe Work Practices (LSWP) when performing all weatherization work. LSWP are protocols for weatherization programs to manage lead-based paint hazards when working on older homes or buildings and ensuring workers and occupants are not exposed to lead dust. LSWP include, but are not limited to, site containment, personal protection, methods to minimize

dust and debris, and thorough cleanup verification to meet Environmental Protection Agency (EPA) guidelines and to protect health.

- Contractor shall guarantee the work performed for a period of 18 months from the date of final acceptance of, and final payment for, all labor and materials.

- The Contractor shall repair any and all damages caused by the Contractor resulting from work under the job-specific Contract at no additional cost to the client or Agency.

- In the interest of efficiency and expediency, Agency may issue award notifications and other critical communications via email. Contractor must be able to maintain the capability to receive and respond in a timely manner. In addition, Agency and contractor together will maintain a list of crew, certifications, licenses, and insurance through a shared electronic file. Contractor shall have the capability to manage and submit their contractor crew certifications in electronic spreadsheet format.

- Contractor shall respect the privacy and confidentiality of all Agency clients by securing all hard copy and electronic data containing client information and by discussing these clients in a professional context only.

- Contractor shall, with respect to the Agency, be considered an independent contractor and, as such, shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work.

- Should any dispute arise with respect to the terms of this RFP, the terms of the job-specific contract, or with respect to work performed under the job-specific Contract, including but not limited to claims of improper workmanship or use of improper materials or of any loss sustained by the Agency, such dispute shall be resolved by Binding Arbitration. Both parties shall equally share the cost of Arbitration. The matter shall be submitted to the American Arbitration Association, Detroit, Michigan, which shall act as sole Arbitrator of the dispute. The final decision of the Arbitration shall be final and conclusive upon both parties and judgement may be entered by an appropriate court possessing jurisdiction.

- A non-exclusive list of contractor licensing, certifications, equipment and program guidance requirements is incorporated and attached as **Exhibit B.**

5. BID REVIEW AND AWARD PROCESS

- This RFP outlines the project requirements and expectations and is being released to both external and internal contractors. Any contractor that is debarred, suspended or otherwise excluded or ineligible for participation in Federal Assistance Programs or activities is not eligible to participate in the WAP and will be disqualified.

- All inquiries concerning this RFP shall be directed via email or in writing to:

  Arnitra Cooksey
  Program Director, Weatherization
  138 Cortland Street
  Highland Park, MI 48203
  acooksey@waynemetro.org

- **ALL BIDS FOR THE WORK MUST BE RECEIVED BY AGENCY FOR CONSIDERATION ON OR BEFORE 12:00 P.M. (EST) ON MONDAY, OCTOBER 12, 2026**. Bids may be submitted electronically to contractor@waynemetro.org or hand delivery or via mail. Bids delivered via hand delivery or via mail should be delivered to Alexandra Leon, 138 Cortland St, Highland Park, MI 48203. All bids must include one (1) completed proposal/bid, with all necessary documentation, directly responding to this RFP, including but not limited to one (1) electronic copy of the completed Emerald Springs Insulation Work Order for the project (See **Exhibit B**: Emerald Springs Insulation Work Order). All Emerald Springs Insulation Work Order for this project must be electronic in Excel Spreadsheet format. No PDF copies or handwritten copies will be accepted. Mailed or hand delivered bids should include the Emerald Springs Insulation Work Order on a USB flash drive. Agency will only consider those completed bids that were delivered timely on or before the due date and time required pursuant to this RFP. Submission of a proposal in response to this RFP is a conclusive presumption that contractor is familiar with the RFP and understands and agrees to abide by all the stipulations and requirements. By submitting a proposal, the contractor accepts all terms and conditions specified herein, as well as all Agency, City, State and Federal regulations and requirements pertaining to the operation of the solicited services. All costs incurred in the preparation and presentation of a proposal in response to this RFP shall be wholly absorbed by the contractor. All documents submitted will become the property of Agency.

- Agency will carefully review and consider the bids to ensure (i) compliance with the RFP requirements, (ii) cost-effectiveness to meet the needs of the RFP requirements within budget, and (iii) the ability of the contractor to timely meet the energy audit recommendations and performance goals. Each bid will be evaluated on price, as well as the overall value and technical approach to timely meet and satisfy the work and other requirements set forth in this RFP. Agency may also refer to and consider the information and materials contractor supplied to Agency in connection with the Request for Qualifications process. Agency will

award a job-specific Contract to the bidding contractor who – in the Agency's discretion – offers the best combination of value and technical capability/readiness to ensure that the contractor is well-equipped to deliver effective, timely, and efficient project outcomes.

- The contractor who receives a Preliminary Award Notice ("PAN") from the Agency, which will include a job-specific Contract, must contact the Agency within five (5) business days of receipt of the PAN to confirm whether it will accept or reject the job. This is accomplished by signing and returning the job-specific Contract to Agency via the same available delivery methods referenced above. Prior to the expiration of the five (5) business days, the contractor may (a) contact the Agency with questions about the job or the job-specific Contract, and/or (b) visually inspect the job location by doing a drive by of the project site.

- If the contractor refuses the job or does not timely execute and return the job-specific Contract to the Agency, the Agency will send a PAN to the Agency's selected back-up contractor. The back-up contractor then commences the process in accordance with the above process.

- Once the contractor accepts the job by signing and returning the job-specific Contract, Agency will move the job to Job Assigned queue. The contractor then arranges the work with all necessary persons and occupants of the multi-family building receiving the weatherization work.

- During the course of the job, Agency may do an "in-progress" inspection of the work or any portion thereof to ensure the work is being carried out according to the jobs policies, procedures and specifications. Agency will arrange such inspections with the contractor, should Agency determine the contractor's presence is required.

- The contractor completes the work within the timeframe specified in the job-specific Contract and notifies Agency when the work is ready for final inspection. A certified Quality Control Inspector ("QCI") will then inspect the work on behalf of Agency.
    a. If all work passes inspection, the QC inspector will approve the job for payment.
    b. If work does not pass inspection, the QCI inspector will specify the corrective or additional work to be done to bring the work, or any portion thereof, within the required specifications. The contractor has five (5) business days to make the necessary modifications/corrections and arrange for reinspection.

- Following the work being approved by the QC inspector, the contractor shall submit its invoice for payment.

a. The scope of work showing the measures and prices (including change order items—see below) must be submitted along with the contractor's invoice. The amounts charged must match the amounts in the contractor's approved bid/job-specific Contract (or the amount covered by any approved change order).

b. Along with the invoice, the contractor shall submit all other documentation required by the Agency under the terms of the job specific Contract (for example only, the contractor's and/or subcontractor's warranties, certificate of insulation, sworn statements, waivers of lien, etc.).

- Unless the job-specific Contract provides otherwise, Agency will pay approved invoices/sworn statements for the work that has passed inspection. This usually occurs within 30 days of receipt from the Agency Weatherization Program to the Accounting Department.

- As previously noted, contractor shall provide a warranty on all materials and labor for a period of 18 months from the date of Agency's acceptance of, and payment for, all labor and materials.

6. KEY DATES RELATED TO THIS RFP

RFP Issued	Monday, September 28th, 2026
Virtual Q&A Session	Monday, October 5th, 2026
Link to Virtual Q&A	
Walkthrough	Wednesday, October 7th, 2026
Proposal Deadline	Monday, October 12th, 2026 @ 12:00 p.m. (EST)

Agency reserves the right to modify the above dates and proceed under an amended version of this schedule.

7. REQUIRED INSURANCE COVERAGE FOR THE PROJECT

If contractor is selected as the winning bidder for the project, contractor and its subcontractors must maintain the following minimum insurance for the project and provide Certificates of Insurances ("COI") to Agency prior to the commencement of any work at the project:

Commercial General Liability Insurance

Minimal Limits:
$2,000,000 Each Occurrence Limit
$2,000,000 Personal & Advertising Injury Limit
$4,000,000 General Aggregate Limit

$4,000,000 Products/Completed Operations

Deductible Maximum:
$50,000 Each Occurrence

Automobile Liability Insurance

Minimal Limits:

$1,000,000 Per Occurrence
Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract.

Workers' Compensation Insurance

Minimal Limits:

$1,000,000 Per Injury
Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.

All required insurance must protect Agency from claims that may arise out of, are alleged to arise out of, or result from the contractor's or a subcontractor's performance; be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Agency; and be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better. The contractor shall waive all rights against Agency for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver. All COIs and duplicate policies shall contain the following:

> Wayne Metropolitan Community Action Agency shall be named additional insured on all policies (excluding Workers' Compensation) and the underwriters will have no right of recovery or subrogation against the Agency, including its agents, employees, Board of Directors and agencies.

If any of the required policies provide claims-made coverage, contractor and its subcontractors must:

a. Provide coverage with a retroactive date to a date any work is commenced at the project;
b. Maintain coverage as required by the terms of the job-specific Contract for at least three years after completion of the work and final payment of all work;
c. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date as provided herein,

contractor must purchase extended reporting coverage for a minimum of three years after completion of work and final payment of all work.

The insurance company(s) issuing the policy or policies will have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

Contractor will assume all deductibles in the above-described insurance policies. All COIs are to provide the Agency with at least twenty (20) days' notice of any material change or cancellation.

Contractor shall provide Agency with copies of COIs showing the Agency as an additional insured before the contractor or any of its subcontractors commence work at the project.

This is not intended to waive restrict, or limit (and is not to be construed in any manner as waiving, restricting or limiting) the liability of either party for any obligations under the Multi-Family Weatherization Contractor Agreement, this RFP, or a job specific Contract (including but not limited to any provisions requiring the contractor and subcontractor(s) to indemnify, defend and hold harmless the Agency).

8. CHANGE ORDERS

In the event contractor is a successful bidder and is awarded a job-specific Contract, contractor acknowledges that due to the nature of the work, there may be instances where changes to the scope of work detailed in this RFP and/or a job-specific Contract become apparent and deemed necessary during the course of the work. Typical causes of such change orders include:

Items that could not have been assessed accurately by the contractor or Agency staff until walls were opened up, access areas added, wiring exposed, etc.
Items that a client refuses during the course of the job.

These items will be handled through change orders, according to the following procedures:

Change orders must be authorized by the Agency in writing prior to any change order work and/or revisions or deviations from the work required by the RFP and/or to be performed under the job-specific Contract.
All proposed changes shall be on the Change Order Form previously provided to contractor and must be signed by the contractor and Agency before the change is deemed to be accepted and approved by the Agency.
Contractor shall provide the completed proposed Change Order Form to the Agency for review and consideration.
Once the Agency has received the completed and proposed Change Order Form, the Agency will endeavor to respond to the contractor within 48 hours (taking into account

intervening weekends and holidays) regarding the Agency's approval or rejection of the proposed change order.
All change orders must be made up of DOE approved measures (i.e., a specific energy efficiency or health and safety improvements) and will be negotiated and paid by the Agency in accordance with Agency guidelines and the job-specific Contract, as may be amended via approved change orders.
If applicable, a new QC checklist may need to be created to account for the changed work.

10. LIQUIDATED DAMAGES FOR FAILED INSPECTIONS, LATE JOB COMPLETION

In the event contractor is a successful bidder and is awarded a job-specific Contract, contractor acknowledges that the Agency incurs costs for repeat inspections and job delays. This can be especially true on multi-family weatherization projects. Therefore, notwithstanding anything to the contrary, contractor acknowledges that Agency may deduct the following from the amounts claimed to be due by the contractor under any job-specific Contract:

If a job does not pass inspection, the contractor will be required to fix, repair, clean, or otherwise finish assigned work before payment to the contractor for the job shall occur. Deficient or incomplete work will result in a call back and the call back will be at the contractor's sole expense. All call-back work must be completed within five (5) business days after the Agency requests the call back. The first failed QCI inspection is $250, the second call back is $375, and the third (and any subsequent) call back is $750. These liquidated damages will be paid by the contractor or offset from amounts that may be due to the contractor under any job specific Contract.

If the deficient or incomplete work is not fully resolved to the Agency's satisfaction after the third call back, Agency reserves the right to terminate the job specific Contract. If the job specific Contract is terminated, contractor shall be liable and charged for the labor and/or materials that are provided by any alternate contractor to fix, repair, or otherwise finish the deficient or incomplete work. In addition to any remedy available at law or in equity, the Agency may also elect to terminate the Multi-Family Weatherization Contractor Agreement and remove Contractor from Agency's multi-family weatherization Roster. Regardless, contractor is liable for any damages incurred due to contractor's improper installation of materials or equipment.

Contractor shall be liable for liquidated damages of $125 per day for each day the work is not completed by the deadline specified in the RFP and/or job specific Contract, unless the delay or failure is for reasons beyond the contractor's control (For instance, client non-responsiveness or non-cooperation). The contractor must notify the Agency in advance of any conditions preventing timely completion of the work. The parties agree that the liquidated damages contemplated by this section are not a penalty, but a good faith estimation of damages that would or could occur because actual damages from such repeat inspections and delays may be difficult for the parties to determine.

11. CRIMINAL BACKGROUND CHECK

As Agency is seeking to improve and/or safeguard unit owner's health and safety, contractor acknowledges and agrees to the following:

- Prior to any individual performing work on the project, Agency shall conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check, a national and state sex offender registry check, and a Central Registry (CR) check for each contractor, contractor employee, subcontractor, and subcontractor employee.

- Contractor shall require each employee, subcontractor, and subcontractor employee who provides work on any Agency project to notify the Agency in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the CR as a perpetrator within 10 days of the event.

Contractor shall not submit claims for, or assign duties to, any employee (current or new), subcontractor, or subcontractor employee if there has been a determination by the Agency that the results of an ICHAT and/or a CR check has made the individual ineligible to provide the services to the weatherization project.

12. CONTRACT REQUIREMENTS

In the event contractor is a successful bidder, Agency will present contractor a job-specific Contract for the project. By submitting a proposal or bid in response to this RFP, contractor acknowledges and agrees to comply with the following regulatory and program requirements.

- Contractor shall comply with all federal, state and local statutes, regulations and administrative rules, and any amendments thereto, as they may apply to the performance of work to be provided under an approved bid and/or job-specific Contract. In addition, all services to be provided under a job-specific Contract will meet the regulatory and programmatic requirements of the DOE, WAP for Low Income Persons (P.L. 94.385 of 1976 as amended); the DOE Weatherization Program Notices (WPNs); the State of Michigan Annual State Weatherization Plan (and any amendments); the State of Michigan LIHEAP State Plan (and any amendments); the Michigan Weatherization Field Guide SWS-Aligned Edition; the Community Services Policy Manual (CSPM); National Renewable Energy Laboratory Standard Work Specifications (SWS) and all applicable state-enabling and appropriate legislation are hereby incorporated by reference and shall be the controlling authority. The CSPM, as may be amended, will prevail when the manual has policy which contains additional requirements to the following cited regulations:

(a) 10 CFR Part 440, Department of Energy Weatherization Assistance for Low Income Persons Program Regulations.

(b) 10 CFR Part 601, Financial Assistance Rules for Department of Energy.

- Executive Order 11246: For all construction contracts awarded in excess of $10,000, contractor hereby agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

- Copeland "Anti-Kickback" Act: For all construction or repair contracts awarded, contractor hereby agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of $2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of $2,500, contractor hereby agrees to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

- Rights in Data and Patent Rights (Ownership and Proprietary Interest): Agency shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by contractor pursuant to the terms of the Multi-Family Weatherization Contractor Agreement, responses to this RFP, and/or any job specific Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks.

- Clean Air Act: For all contracts in excess of $100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- Energy Policy and Conservation Act: Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

- Examination and Maintenance of Records: Contractor shall permit Agency, MDHHS or any of their authorized agents access to the facilities being utilized at any reasonable time during regular agency business hours and/or regular hours

of service delivery to observe the operation of the program. Further, in accordance with 10 CFR 600.242, Contractor shall retain all books, records or other documentation relevant to this Agreement for six (6) years after the date the final State of Michigan financial status report has been submitted by Agency under this Agreement. Federal auditors and any persons duly authorized by Agency and the MDHHS shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the six-year period and extends past that period, all documents shall be maintained until the audit is complete.

13. ASSURANCES

As contractor has been previously selected to Agency's multi-family weatherization Roster, and as part of its bid or proposal in response to this RFP, contractor is reiterating the following assurances to Agency:

1. Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor or persons with an interest in contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The grantee's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. Weapons

To the extent allowed by law, all persons are prohibited from bringing, storing, concealing, or possessing any weapons, including but not limited to firearms, handguns, knives and explosive devices, on any job site or work premises. This prohibition is intended to include all Agency locations as well as client property.

4. Debarment, Suspension, And Other Responsibility Matters:

1. Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, contractor shall attach an explanation to its bid or proposal being submitted in response to this RFP.

14. CONFIDENTIAL INFORMATION

In accordance with the Multi-Family Weatherization Contractor Agreement, contractor shall not publish or otherwise disclose, except to Agency and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by any particular person or establishment can be identified, except with the prior written consent of such person or establishment.

15. CONFLICTS BETWEEN RFP, MULTI-FAMILY WEATHERIZATION CONTRACTOR AGREEMENT, AND JOB SPECIFIC CONTRACT

If there is any apparent or actual conflicts between this RFP, the Multi-Family Weatherization Contractor Agreement and a job specific Contract, the language in the job specific Contract shall supersede and control.

16. PERFORMANCE BOND

In addition to executing a job specific Contract, the winning contractor may be required to obtain and provide a Performance Bond before the contractor begins work on the project. Any Performance Bond that is required may be in an amount at least equal to one hundred percent (100%) of the job specific Contract amount as security for the faithful performance of the job specific Contract. All premiums are to be paid by the contractor. If Agency requires a Performance Bond for the project, the specific Performance Bond requirements will be as detailed in the job specific Contract.

17. ADDITIONAL CONTRACTOR INFORMATION AND/OR DOCUMENTS

To assist the Agency in evaluating the various proposals that are anticipated to be received in response to this RFP, the contractor shall provide the following information and documents to the Agency in addition to all other information and documents being requested under this RFP:

a. Company Overview and Statement of Qualifications (experience). Please use the Company Overview/Roster Form that is being provided by the Agency.

b. Proof of Licensing and Equipment: Please include proof of all required licensing. With respect to equipment, please use the Equipment Form that is being provided by the Agency.

c. Complete employee roster and job titles: Include copies of all applicable certifications and/or licenses and amount of experience each crew member or employee has working in the related field. Please use the Company Overview/Roster Form that is being provided by Agency.

1. The Company Overview/Roster Form must include all staff members, crew members and employees, with the length of experience in the related field, the date of hire, and a list of certifications/ licensing held.
2. The contractor must also provide a similar subcontractor Company Overview/Roster for their subcontracting companies. Please use the subcontractor Company Overview/Roster Form that is being provided by the Agency.

d. Evidence of Insurance: Please include proof of all those required insurances as detailed in Section 7 of this RFP. If contractor is selected as the winning bidder on this multi-family weatherization project, the Agency must be named as an additional insured before any work on the project commences.

e. Signed Contractor Certification as to Debarment and Suspension, and Non-collusion Affidavit Please use the attached Certification as to Debarment and Suspension Form that is being provided by the Agency.

f. Conflict of Interest Statement and Supporting Documentation: Please use the attached Non-Collusion Affidavit Form that Is being provided by the Agency.

g. Comprehensive Service List: List general construction services provided by your company and subcontracting companies that you anticipate using on the project. Please also provide a list of all weatherization projects where you are currently providing, or have in the past provided, weatherization labor or materials to or on behalf of the Agency.

h. Criminal History Record Check Consent Form: Complete consent forms for all staff members/forepersons, crew members, and employees associated with the contractor and its subcontractors that will be entering homes.

18. APPEALS AND PROTEST PROCEDURES RELATED TO THE RFP

a. Purpose

The Agency is committed to ensuring a fair, transparent, and competitive selection process. Any bidder or proposer who believes that the solicitation, evaluation, or contract award process was conducted in a manner inconsistent with the requirements of this RFP or applicable regulations may submit a written formal protest or appeal (referred to as a "protest.").

b. Grounds for Protest

A protest may be submitted for the following reasons:

- The procurement or selection process was conducted in violation of applicable procurement or selection standards.
- The evaluation process did not follow the criteria published in the RFP.
- Evidence of bias, conflict of interest, or unfair competitive practices.
- Failure to comply with applicable federal, state, or agency procurement or selection policies.

Disagreement with evaluation scoring alone is not sufficient grounds for protest unless there is evidence that the evaluation process was conducted improperly.

c. Submission of Protest

A written protest must be submitted to the Agency within five (5) business days of the notice of award or procurement decision. The protest must include:

- Name and contact information of the protesting party
- Identification of the RFP title and reference number
- A detailed explanation of the basis for the protest
- References to the RFP or procurement or selection policy believed to have been violated
- Supporting documentation, if applicable

Protests must be submitted to:

Wayne Metro Community Action Agency
Attn: Procurement / Compliance Department
7310 Woodward, Suite #800 Detroit, MI 48202
procurement@waynemetro.org

d. Initial Review

Upon receipt of the protest, the Agency will conduct an initial review to determine whether the protest meets the criteria for consideration. Protests submitted outside the required timeframe or lacking required documentation may be dismissed. Agency reserves the right to temporarily pause the procurement or selection process while the protest is under review if the Agency determines such a pause sis necessary to ensure a fair and compliant process.

e. Appeal Review Committee

If the protest meets the criteria for review, the Agency will promptly convene an Appeal Review Committee to review, evaluate, and render a determination on the protest. The Appeal Review Committee will consist of individuals who were not directly involved in the solicitation, evaluation, or selection process. The committee may include:

- Senior agency leadership
- Procurement or compliance staff
- Legal or contract administration representatives
- Other subject matter experts as appropriate

The Appeal Review Committee will review and evaluate all protest documentation, evaluation materials, and other information submitted by the protesting party.

f. Final Determination

Following its review and evaluation of the protest, the Appeal Review Committee will promptly issue its written determination with its findings and final decision on the protest. Possible outcomes of the protest may include, but not be limited to:

- Upholding the Agency's original procurement or selection decision
- The Agency re-evaluating the proposals received
- The Agency reissuing the RFP
- Taking other corrective actions as recommended as appropriate by the Appeal Review Committee

The determination issued by the Agency following the Appeal Review Committee's review process will be considered final.

g. Record Retention

All protest documentation and determinations will be retained as part of the official procurement file for a minimum of three years from the date of the protest determination.

19. MISCELLANEOUS

By submitting a proposal in response to this RFP, the contractor shall be deemed to acknowledge, represent, and certify that contractor fully understands and agrees to abide by the terms of this RFP, and certifies that it, its owners, officers/directors/affiliates has not been debarred or suspended, or has otherwise been excluded from or deemed ineligible for participation in state or federal assistance programs. Contractor shall also be deemed to certify that the contractor (i) has the financial capacity to manage and perform the work described in this RFP, and (ii) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in responding to this RFP.

Exhibit A

WORK ORDER:

Attic Insulation

- Add R-41 (approximately 13 inches) of cellulose insulation over the existing insulation.
- The additional insulation is intended to bring the attic's total insulation level to R-60.
- The 13-inch quantity is an estimate based on anticipated attic conditions. Actual material quantities may vary depending on the size and conditions of each attic.
- If an attic requires less material than the estimated quantity, the contractor is expected to install only the amount necessary to achieve the required insulation level.
- If an attic requires more material than the estimated quantity or established maximum, additional justification and documentation will be required as outlined below.
- Payment will be based on the actual quantity of material installed and supported by the required documentation and verification, not the estimated quantity.

Attic Lid Insulation

- Add 4 inches of rigid foam board insulation to the existing attic lid.
- Increase the current attic lid insulation value from R-40 to R-60 to match the new attic insulation level.

Attic Access Barrier

- Remove the existing cardboard barrier at each attic access.
- Install a plywood barrier at each attic access.
- The plywood barrier must extend a minimum of 2 inches above the final insulation level.

ATTIC INSULATION INSTALLATION PROCESS

Due to the scope of this project, the following process is required for attic insulation installation in accordance with BCAEO guidance.

QCI Installation Monitoring

- QCI staff will visit and observe the insulation installation in 10% of the units while the contractor is actively installing the material.
- During these observations, the QCI will:
    - Verify the insulation installation.
    - Count the number of cellulose bags used for each observed unit.
    - Document the unit and apartment type.
- The bag counts collected during these observations will establish a minimum and maximum expected bag count for each apartment type and serve as a check-and-balance for material usage.

Actual Material Usage

- Estimated quantities are based on anticipated attic conditions and are not guaranteed quantities.
- If an individual attic requires less material than the estimated quantity, the contractor must use only the amount necessary to achieve the required insulation level.
- If an individual attic requires more material than the estimated quantity or established maximum, the additional material must be supported by:
    - Written justification explaining why additional material was necessary.
    - Photo documentation of the attic conditions prior to installation clearly showing the conditions that required the additional material.
    - QCI verification of the attic conditions and additional material required.
- The QCI must verify that the additional material is warranted based on the actual attic conditions and the required insulation level.
- Payment will be based on the actual quantity of material installed and verified, not the estimated quantity.

Material Usage Above the Established Maximum

- If an individual unit exceeds the established maximum bag count for its apartment type, the contractor must provide the required justification and photo documentation.
- Photos must clearly show the attic conditions prior to installation and provide sufficient documentation to support the additional material required.
- QCI verification is required for any quantity exceeding the established maximum.
- Payment for quantities exceeding the established maximum will not be approved without the required justification, photo documentation, and QCI verification.

Emerald Springs Insulation Work Order							
WX Measures (L&M)	**Unit Type**	**Unit QTY**	**Unit SF**		**Material Cost (Includes Labor)**	**Individual Unit Price**	**Line Total**
Attic Insulation R41 A1	Unit A	9	1128	SF	$0.00	$0.00	$0.00
Attic Insulation R41 A1	Unit B	3	1388	SF	$0.00	$0.00	$0.00
Attic Insulation R41 A1	Unit C	3	1402	SF	$0.00	$0.00	$0.00
Attic Insulation R41 A1	Unit D	53	1000	SF	$0.00	$0.00	$0.00
Attic Insulation R41 A1	Unit E	55	1250	SF	$0.00	$0.00	$0.00
Attic Insulation R41 A1	Unit F	19	1402	SF	$0.00	$0.00	$0.00
WX Measures (L&M)	**Unit Type**	**Unit QTY**	**x**		**Material Cost (Includes Labor)**	**Individual Unit Price**	**Line Total**
Attic Lid Insulation	All	142	x	Each	$0.00	$0.00	$0.00
Attic Barrier	All	142	x	Each	$0.00	$0.00	$0.00
							Change Order Total
							$0.00

Exhibit B

Wayne Metro Community Action Agency

Weatherization Assistance Program (DOE, BIL, and LIHEAP)

Contractor Licensing, Certifications, Equipment, and Program Guidance Requirements

1. Required Contractor Licensing

1. State of Michigan Residential Builder or Maintenance & Alteration Contractor License
2. Mechanical/HVAC Contractor License (if performing furnace installation or repair)
3. Electrical Contractor License (for electrical upgrades or remediation work)
4. Plumbing Contractor License (for water heater replacement or plumbing work)
5. All subcontractors performing licensed trades must maintain proper licensing.

2. Required Certifications and Training

6. EPA Renovation, Repair and Painting (RRP) Lead-Safe Certification
7. OSHA 10 or OSHA 30 Safety Training
8. Lead-Safe Weatherization Training
9. Mold Awareness Training
10. Combustion Safety Training
11. DOE Home Energy Professional Certifications (as applicable): Retrofit Installer Technician, Crew Leader, Energy Auditor, Quality Control Inspector (QCI)
12. Equivalent certifications through Building Performance Institute (BPI) may also be accepted.

3. Insurance Requirements (see Section 7 for specific coverage requirements)

13. Commercial General Liability Insurance
14. Workers' Compensation Insurance
15. Automobile Liability Insurance for company vehicles used for program work
16. Proof of insurance must be provided prior to contract execution.

4. Required Diagnostic Equipment

17. Blower Door System
18. Duct Blaster
19. Digital Manometer
20. Combustion Analyzer
21. Carbon Monoxide Monitors
22. Gas Leak Detector
23. Infrared Camera (if applicable)
24. Moisture Meter
25. Smoke Testing Devices

26. All equipment must be calibrated according to manufacturer recommendations.

5. Installation Equipment and Tools

27. Insulation blowing machines
28. Air sealing equipment such as caulking and spray foam tools
29. Standard carpentry and construction tools
30. HVAC installation tools
31. Ladders and roof safety equipment

6. Personal Protective Equipment (PPE)

32. Respirators when required
33. Safety glasses
34. Gloves
35. Hard hats
36. Industry required protective clothing and PPE when handling insulation or other hazardous materials

7. Health and Safety Compliance

37. DOE Weatherization Program Notices (WPNs)
38. State of Michigan Weatherization standards
39. OSHA safety regulations
40. Lead-safe work practices
41. Combustion safety standards

8. Program Data and Reporting

42. Provide documentation for installed measures
43. Support data entry into program systems such as EmpowOR or other agency tracking tools
44. Participate in quality assurance inspections and post inspections

9. Supporting Federal and State Guidance

45. U.S. Department of Energy Weatherization Field Guide – Standard Work Specifications
46. DOE Energy Auditor Training Manual and Guidelines
47. 2020 Standard Work Specifications (SWS) for Home Energy Upgrades
48. Weatherization Program Notices (WPN) and Weatherization Memorandums issued by the U.S. Department of Energy
49. Michigan Department of Health and Human Services Weatherization guidance and bulletins
50. Community Services Policy Manual (CSPM)
51. Applicable Building Codes and State of Michigan Weatherization Technical Standards
52. ‘‘Made in America Laws,’’ meaning all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to ‘‘Buy America’’ or ‘‘Buy American,’’ that require, or provide a preference

for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured goods offered in the United States. These include, but may not be limited to, the Build America, Buy America (BABA) Act, 41 USC 8301 et seq., as well as those requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Public Law 66– 261), also known as the Jones Act.

53. Michigan Weatherization Field Guide SWS-Aligned Edition

54. The National Renewable Energy Laboratory Standard Work Specifications and the National Renewable Energy Laboratory Job Task Analysis

55. Any other guidelines referenced in Section 12 (Contract Requirements) of the RFP.

56. All contractors must follow the most current versions of these guidance documents when performing work under the Weatherization Assistance Program.