WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM
REQUEST FOR PROPOSALS
OF
GENERAL AND HVAC CONTRACTORS
FOR
SERVING WAYNE COUNTY
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PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain a sufficient number of proposals from qualified contractors to meet the production goals of the U.S. Department of Energy’s (DOE) Weatherization Assistance Program (WAP) that Wayne Metropolitan Community Action Agency (WMCAA) administers in Wayne County.

Contractor’s qualifications will be determined by the criteria set forth in the Minimum Contractor Requirements and Selection Criteria sections of this RFP. Selected Contractors will be placed on WMCAA’s Roster and awarded Weatherization jobs according to the WMCAA procedures outlined in the Job Awards section of this RFP.

This proposal is in accordance with WMCAA Procurement Policy, and Title 2 of the Code of Federal Regulations Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

TERM OF CONTRACT AND PAYMENT SCHEDULE

There will be an initial 2-year agreement period with 1-year extensions available to selected Contractors. Each of these will be priced separately and exercised at WMCAA’s discretion. Payments for weatherization work performed will be made after completion of the work and/or delivery of services, inspection, and acceptance by WMCAA.

ABOUT WAYNE METROPOLITAN COMMUNITY ACTION AGENCY

Founded in 1971 Wayne Metropolitan Community Action Agency (Wayne Metro) is a 501(c)(3) non-profit organization serving approximately 35,000 low-and moderate-income residents throughout Wayne County. We provide over 60 programs in the areas of Quality Housing, Family Stability and Economic Opportunities. Our services include financial capability education, homeownership workshops, housing counseling, financial counseling, utility assistance, Head Start, GED preparation, free tax preparation, foreclosure prevention and homeless services.

Over the last five decades Wayne Metro’s Agency budget has grown from just under $1 million to over $40 million while continuing to maintain a low administrative rate of 8%, ensuring at least $0.92 of every funded or donated dollar is utilized for direct client services. Due to our client-centered services and fiscal responsibility, the State of Michigan appointed Wayne Metro as the Interim Communication Action Agency for the City of Detroit in 2013 with the designation becoming permanent in 2015.

Today, Wayne Metro supports all of Wayne County with more than 70 programs and over 800 employees. We are proud to serve our community as one of the most forward-thinking Community Action Agencies in the entire country.

WEATHERIZATION PROGRAM SCOPE AND DESCRIPTION

WMCAA administers the U.S. Department of Energy’s (DOE) Weatherization Assistance Program (WAP) in Wayne County. WAP reduces energy costs for low-income households by increasing the energy efficiency of their homes. WAP prioritizes services to the elderly, people with disabilities, and families with children. Clients served include both owners and renters who meet income eligibility requirements.

By providing weatherization services, the Weatherization Assistance Program aims to:

- Reduce energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the home; and
- Enhance client health and safety by providing adequate ventilation, safely functioning combustion appliances, proper zonal pressures, and smoke/CO detectors.

A certified Energy Auditor conducts a weatherization audit on each household served and derives the scope of work for the job. The work is awarded to Contractors competitively selected to be on the
WMCAA Weatherization Program Roster through this RFP process and through the award procedures described herein. Contractors complete the work according to specifications described herein. A QCI Certified Inspector will inspect the work and approve it for payment.

REQUIRED WEATHERIZATION ACTIVITIES

WMCAA requires that the following list of measures be completed on each home as appropriate and deemed necessary.

For one-to-four-unit site-built homes and mobile homes, the following list of weatherization items will be addressed utilizing the Weatherization Assistant’s National Energy Audit Tool ("NEAT") audit and Mobile Home Energy Audit ("MHEA"):

- Health and Safety Measures
- Major Bypasses
- Duct Sealing/Repair/Replacement
- Duct Insulation (in unconditioned areas)
- Attic Insulation
- Knee Wall Insulation
- Wall Insulation
- Infiltration/Exfiltration
- LED Light Bulbs
- Band Joist ("Sill Box") Insulation
- Floor Insulation
- Perimeter Insulation
- Refrigerator Replacement
- Domestic Hot Water Tank (DHW) Replacement
- Furnace Replacement

Health and Safety items may include, but are not limited to: Smoke Detectors, venting of dryers, venting of exhaust fans, chimney liners, installing Carbon Monoxide Detectors, ASHRAE 62.2 ventilation standards, and Lead-Safe Weatherization items.

Optional measures – Furnace Clean and Tune, Clock set-back thermostats. Optional measures are not assigned an individual measure Savings to Investment Ratio ("SIR") but are factored into the job’s cumulative SIR.

Incidental Repairs – Defined as repairs necessary for the effective performance or preservation of weatherization materials. Incidental repairs are not assigned an individual SIR but are factored into the job’s cumulative SIR.

MINIMUM CONTRACTOR REQUIREMENTS:

GENERAL PROVISIONS

Contractors are required to furnish their own tools; have an alternate power source (portable) for all weatherization jobs; provide for storage of materials being used; acquire permits; furnish their own transportation; document current liability, workers’ compensation, and auto insurance; and be licensed in the State of Michigan.

If initially selected and in order to be finaliazed as a Contractor, the following forms must be completed and submitted by the date prescribed at the time of initial selection: a Confidentiality Statement, Certificates of Insurance with WMCAA as additionally insured as described herein, and Request for a Criminal Background Check, Central Registry Clearance and E-Verify forms for the Contractor, subcontractor(s) and crew members.
LICENSES

Participating contractors are further required to maintain the following licenses from the State of Michigan:

1. A Builders License, OR
2. A Maintenance and Alteration License AND/OR
3. A Mechanical Contractor License

A copy of the current license(s) must be submitted in this bid package. The person/company that is issued the license by the State of Michigan must be the entity that responds to the RFP.

Additionally, a Contractor selected for WMCAA’s Weatherization Roster must provide a copy of either an electrician’s license, or a subcontractor agreement with a licensed electrician, prior to execution of a contract with WMCAA.

SUBCONTRACTORS

WMCAA reserves the right to approve or disapprove any Contractor/Subcontractor relationship. All subcontractors used by the Contractor are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the Contractor. The Contractor must verify that each subcontractor meets the contractor criteria contained herein. The Contractor is responsible for the performance of any subcontractors, who are held to the same standard of quality performance as the Contractor.

DEMONSTRATED EXPERIENCE

Contractors must demonstrate successful past completion of work similar to that described in this RFP and the Michigan Weatherization Field Guide SWS-Aligned Edition. This includes experience in relevant HVAC work, and/or insulating, air sealing, duct sealing, blower door and pressure diagnostic testing, installation and ducting of ventilation fans, and minor structural repairs. Contractors are expected to have The Michigan Weatherization Field Guide, Standard Work Specifications (SWS)-Aligned Edition (2021 edition) available at https://wxfieldguide.com/mi, digitally available at all times on worksites.

Contractors must demonstrate that they and their crew members possess the knowledge, skills and abilities identified in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTAs) for crew leader and retrofit installer to ensure quality work on every weatherization project. The JTAs can be found online at:

- https://www.nrel.gov/
- https://www.nrel.gov/docs/fy19osti/73578.pdf (Combined JTA for Crew Leader and Retrofit Installer Technician)
- https://sws.nrel.gov/installerbadges (A flexible, customizable skills verification toolkit for Retrofit Installer Technicians)

Such experience will be verified by either a successful track record of work with the Weatherization Assistance Program or by information the Contractor provides about previously completed jobs and qualifications in the RFP application materials. WMCAA may, at its discretion, request to interview the lead applicant and/or visit and inspect one or more of the Contractor’s previously completed jobs.

LEAD-SAFE CERTIFICATION

Participating Contractors are required to be an EPA Lead-Safe Certified Firm or have an application for certification in process. A copy of EPA Certification or evidence of application and payment submission to EPA for Certification must be submitted in this bid package.
REQUIRED EQUIPMENT FOR WEATHERIZATION CONTRACTORS

Selected Contractors must furnish all required tools and equipment to perform necessary weatherization measures and testing, including but not limited to:

- Blower Door(s)
- Insulation Hopper(s) with separate controls for air and material
- Construction Vehicle(s)
- Alternate Power Source
- Infrared Camera
- Electronic device (smartphone or tablet) with internet access for web-based tools and tracking

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER DISCIPLINARY MATTERS

The Contractor must certify that they have not been debarred or suspended, or otherwise excluded from or deemed ineligible for participation in federal assistance programs.

CRIMINAL BACKGROUND CHECK

Prior to any individual performing work under this Agreement, WMCAA 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.

The Contractor shall require each employee, subcontractor, and subcontractor employee who works under this Agreement to disclose in writing to WMCAA, at hire, any criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator. The Contractor shall further require each employee, subcontractor, and subcontractor employee who works under this Agreement to notify WMCAA immediately, in writing, of any new or additional criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator during the term of this Agreement.

The Contractor further certifies that the Contractor shall not submit claims for or assign duties under this Agreement to any employee (current or new), subcontractor, or subcontractor employee based on a determination by WMCAA that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

CONFLICT OF INTEREST

The Contractor shall notify WMCAA if they or any person holding a key or other position with their company or subcontractor(s) company, have a relationship to or with any WMCAA personnel that may be considered a conflict of interest. By signing the RFP, the Contractor is stating that no such relationship exists.

CAPACITY

Contractors must have the capacity to maintain production and adequate cash flow while awaiting payment. At a minimum, Contractors should be able to carry a minimum of $50,000 worth of work with WMCAA’s Weatherization Program beyond any work for or obligations to other entities.

ACCESS TO COMPUTER AND EMAIL

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

The Contractor and subcontractor(s) must maintain the insurances identified below and provide proof of coverage to WMCAA of the following insurances as part of the RFP documentation.

**Commercial General Liability Insurance**

**Minimum Limits:**
- $1,000,000 Each Occurrence Limit
- $1,000,000 Personal & Advertising Injury Limit
- $2,000,000 General Aggregate Limit
- $2,000,000 Products/Completed Operations

The Comprehensive General Liability Insurance policy shall name WMCAA, its officers, employees, and agents as additional insured.

**Automobile Liability Insurance**

**Minimum 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**

**Minimum Limits:**
- Coverage of not less than $1,000,000 for bodily injury caused by accident and $1,000,000 for bodily injury by disease. Waiver of subrogation, except where waiver is prohibited by law.

**Umbrella Policy**

**Minimum Limits**
- $3,000,000

Umbrella coverage in the sum of $3,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Business Automobile Liability, and Workers’ Compensation Insurance & Employers’ Liability.

INSURANCE INSTRUCTIONS

All required insurance must protect WMCAA 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 the WMCAA; and be provided by a company with an A.M. Best rating of "A-" or better. The Contractor shall waive all rights against WMCAA for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

The insurance company(s) issuing the policy or policies will have no recourse against WMCAA for payment of any premiums or for assessments under any form of policy. The Contractor will assume any and all deductibles in the above-described insurance policies. All certificates are to provide thirty (30) days’ notice of material change or cancellation.

Copies of insurance certificates must be provided with the RFP submission. Certificates of insurance with WMCAA as additional insured must be provided prior to execution of a contract if selected for the Roster.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement (including any provisions hereof requiring the Contractor and subcontractor(s) to indemnify, defend and hold harmless WMCAA).
REQUIRED TRAINING FOR WEATHERIZATION CONTRACTORS

Due to the technical and changing nature of the Weatherization Assistance Program, a high priority has been placed on the training aspect of the program. Each Contractor is responsible for accurately tracking all staff and subcontractor competencies and certifications and providing updated information to WMCAA on a monthly basis. Selected Contractors must have completed or will need to complete the following trainings.

Weatherization Lead-Safe Work Practices

All employees and contractors working on pre-1978 homes must receive training to install measures in a lead-safe manner in accordance with the Standard Work Specifications (SWS) and U.S. Environmental Protection Agency (EPA) protocols, and installation must be overseen by an EPA Certified Renovator. In order to comply with EPA rules, Contractors that employ crews must hold the EPA Lead Renovation, Repair and Painting (LRRP) Certification firm license in addition to requirements for individuals.

Contractors shall have specialized training and testing in Lead-Safe Work Practices (“LSW”). LSW training will be offered on an as-needed basis by the State of Michigan. New staff is required to attend training within 180 days of the date they are hired. Individual staff members who have received LRRP Certification may substitute that training for LSW training. Individuals who have not attended either LSW or LRRP training will not be permitted to supervise, and/or work on the homes to be weatherized unless they are accompanied by or in the presence of staff who have attended required training and passed a test for certification. All crew members including subcontractors of the Contractor must obtain LSW or LRRP certification.

Health & Safety Training (formerly Indoor Air Quality/Mold Training)

Contractors shall have specialized training in the recognition of conditions that promote mold growth and other Health & Safety issues they may encounter in their weatherization work. New staff is required to attend training within 180 days of the date they are hired. Individuals who have not attended one of these training sessions will not be permitted to inspect, supervise, and/or work on the dwellings to be weatherized unless they are accompanied by or in the presence of staff who have attended the required training.

OSHA Training

Training shall be provided by Occupational Safety and Health Administration qualified instructor. The construction “10-hour Occupational Safety and Health training course” is required. New staff is required to attend training within 180 days of the date they are hired. Contractor crews and subcontractors who have not attained certification will not be permitted to independently supervise, and/or work on the homes to be weatherized unless they are accompanied by or in the presence of staff who have attained the required certification. The OSHA 30-hour course is not required for individuals in the Michigan Weatherization Assistance Program, but may replace the OSHA 10-hour course to meet this requirement.

Mobile Home Weatherization Training

This required training is to ensure that those employees and Contractors in Michigan’s Weatherization workforce understand proper duct pan testing and duct sealing. All staff must achieve the Mobile Home certificate of completion during Program Year 2022 (i.e., by June 30, 2023), unless the certificate of completion was achieved in Program Year 2021 or Program Year 2020.

Additional Training

Selected Contractors agree to obtain any additional training required by the U.S. Department of Energy, the Michigan Department of Health and Human Services, and WMCAA during the term of the Contractor Agreement. Contractors will be notified in writing of any additional training and the time period for compliance.
SPECIFICATIONS SUMMARY


Selected Contractors will be responsible for supplying labor and materials in completing all units. The Contractors will have the responsibility to complete these units in a timely manner and in compliance with the specifications detailed within this section and this RFP. Contractors that are selected for the Roster are not eligible to serve as a Quality Control Inspector (QCI) or an Energy Auditor (EA) for WMCAA.

All work is to be performed according to the standards set forth by the United States Department of Energy, the Michigan Department of Health and Human Services, WMCAA, the National Renewable Energy Laboratory (NREL) Standard Work Specifications (SWS) outlined in the Michigan Weatherization Field Guide, and all applicable federal, state, county, and local standards and specifications. All weatherization retrofit installers and crew leaders must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTA).

The websites for the Community Services Policy Manual (CSPM), Michigan Weatherization Field Guide, National Renewable Energy Laboratory (NREL) JTA’s, and SWS are as follows:

- https://www.michigan.gov
- https://wxfieldguide.com/mi
- https://www.nrel.gov/
- https://sws.nrel.gov/
- https://www.nrel.gov/docs/fy19osti/73578.pdf (Combined JTA for Crew Leader and Retrofit Installer Technician)
- https://sws.nrel.gov/installerbadges (A flexible, customizable skills verification toolkit for Retrofit Installer Technicians)

All materials used in the weatherization program must meet the specifications of the various funding authorities. Materials shall be installed in accordance with the specifications and policies outlined in the Michigan Weatherization Field Guide SWS-Aligned Edition; Michigan Department of Health and Human Services Community Services Policy Manual - Weatherization Series; State and local law; and 10 CFR 440 Appendix A, Standards for Weatherization Material. Bidding Contractors must be able to provide all measures - labor and materials - specified in the Weatherization Measure Unit Price list in accordance with all applicable federal, state, county, and local standards and specifications.


PRICE LISTS

All prices 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 the Contractor's delivery, installation, and administration of the Weatherization program. All prices for cellulose insulation materials shall meet federal recycled materials specifications.

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. A warranty must be provided on materials and labor for a period of eighteen (18) months from the date of WMCAA’s acceptance of the work (i.e., the work has passed inspection).
All prices submitted by awardees of this RFP will be averaged. Contractors submitting RFPs must agree to averaging prices. Each job is a scope of work comprised of the measures and quantities specified by Program staff for a given house. The award amount for each house weatherized will be determined by applying an average price list derived from all qualified Contractors on the Roster to the given job’s scope of work.

Contractors must indicate a price for each item on the price list, as listed in Addendum A. If any required items are left blank, the proposal will be considered incomplete and the proposal may be rejected.

All weatherization measures not specified on the price list will be negotiated with the Contractor on a job-by-job basis (e.g., time and materials) or prices will be requested through a supplemental bid. WMCAA reserves the right to delete any such measure if the price is deemed to be inappropriate. Other materials not included on the price list may be substituted on a case-by-case basis with WMCAA’s prior approval.

**JOB AWARDS AND DISTRIBUTION OF WORK**

Program staff will offer projects to Contractors selected to be on the Roster in a manner that equitably distributes available work among Contractors. Contractors must be willing to provide services in the entire service area of Wayne County.

Generally, work will be distributed on a per-job basis using a number of considerations. The first consideration is the sequential order in which the Contractor appears on the Roster. The second consideration is production, which includes the total number of jobs in progress among all Contractors. The third consideration involves Contractor performance. Jobs at any given point in time will be evenly distributed up to the individual Contractor’s current capacity and performance abilities in the order the names appear on the Roster.

However, the Program will also consider eligibility criteria and performance evaluations as specified within this RFP to determine whether the Contractor is eligible to receive the job when their name appears on the Roster rotation. If the Contractor is not eligible to receive the job, then eligibility criteria is applied to the next Contractor in order on the Roster and so on until all eligibility criteria are met.

**JOB AWARD ELIGIBILITY CRITERIA**

Once selected for the Weatherization Contractor Roster, a Contractor must meet the following criteria to be eligible to be awarded a job:

*Work Capacity:* The Contractor must be able to complete the work within the time specified. The Contractor must demonstrate the ability to accept or reject a job within three (3) business days of receipt of preliminary award notice, to begin work within ten (10) business days after receipt of work order, to complete and invoice weatherization projects within twenty (20) business days of issuance and to complete any reworks within five (5) business days. If at any time the Contractor has an open job that exceeds twenty (20) business days, no additional work will be issued to that Contractor until that job is completed. Exceptions to the 20-day rule may be granted in cases where the client is not accessible during the work period.

*Job Completion Timeliness:* WMCAA tracks each Contractor’s record of completing jobs over the preceding three (3) months within the timeline specified at the time of the award. If the Contractor has not completed at least 90% of jobs awarded within the previous three (3) months within the timeline specified, WMCAA may award the job to the next Contractor.

*Financial Capacity:* WMCAA monitors the dollar amount of work outstanding at any given time with each Contractor. WMCAA will not issue a Contractor additional work beyond its financial capacity, until some work currently outstanding is completed, inspected, and paid. If a Contractor has $35,000 or more work outstanding when a job is issued, WMCAA may award the job to the next Contractor.
**Inspection Passage Rate:** WMCAA tracks each Contractor’s rate of passing final inspections of jobs completed over the preceding 3-month period. If the Contractor has a first QCI inspection rate passage below 90% for jobs completed over the preceding 3-month period, WMCAA may choose to temporarily remove the Contractor from the regular Roster rotation, reduce the number of jobs the Contractor can have in progress, assign jobs on a probationary period, or terminate the contract.

**Refusal of Work:** When a Contractor is preliminarily awarded a job, they have the right to refuse the work. However, WMCAA assumes that the reason for refusal is that the Contractor does not have the capacity to complete the work within the required timeframe. If a Contractor refuses one job, WMCAA may assume that Contractor does not have capacity and may choose not to offer the next job to that Contractor. If a Contractor refuses more than three (3) jobs, WMCAA may choose to temporarily remove the Contractor from the regular Roster rotation or elect to terminate the contract.

**PERFORMANCE EVALUATION**

The Contractor shall complete weatherization work as assigned by WMCAA. If work is not satisfactory at the time of first post inspection, the Contractor must make corrections within five (5) business days of notice. If the work completed by the Contractor fails inspection, WMCAA may charge a re-inspection fee for each failed inspection. If the work fails again at re-inspection, WMCAA reserves the right to call on another Contractor to correct the defects, and not to pay the original Contractor for the measures that did not pass inspection.

**CONTRACTOR EVALUATION PROCESS**

In an effort to maintain the highest quality of work possible, WMCAA will implement a Contractor evaluation process. The Contractor evaluation will target five (5) key areas of concern: communication, health and safety, compliance, timeliness, and documentation.

**Benchmark one (1): Communication**
The Contractor will be evaluated based on the quality of their communication with the Agency and clients.

**Benchmark two (2): Health and Safety**
The Contractor will be evaluated based on their demonstration of lead-safe work practices, maintaining a safe and healthy work environment, and leaving the worksite clean and free of construction debris, waste, and materials.

**Benchmark three (3): Compliance**
The Contractor will be evaluated based on compliance with all Weatherization Assistance Program requirements, including, but not limited to, current Michigan Weatherization Field Guide, Standard Work Specification, US Nuclear Regulatory Commission CFR Title 10, and all local, state, and federal ordinances. The Contractor will be evaluated based on quality and completeness of work as specified on the work order.

**Benchmark four (4): Timeliness**
The Contractor will be evaluated based on their ability to accept or deny a job within three (3) business days of receipt of preliminary award notice, to begin work within ten (10) business days after receipt of work order, to complete and invoice weatherization projects within twenty (20) business days of issuance, and to complete any reworks within five (5) business days.

**Benchmark five (5): Documentation**
The Contractor will be evaluated based on timeliness and completeness of documentation, including, but not limited to, invoices, quality control checklist, Lead-Safe Weatherization documentation, Lead Renovation, Repair, and Painting Rule documentation, and insulation certificates. Insulation certificates
must be provided to the Agency and to the client. Invoices must be accurate and accompanied by appropriate backup documentation and pictures.

Total Benchmark Evaluation
The Contractor will be evaluated as either meeting the benchmarks or not meeting the benchmarks. Each Contractor will be evaluated on at least five (5) individual jobs per year. The Contractor will receive the results for each evaluation. Not meeting benchmarks may result in a reduction of jobs issued until the Contractor demonstrates ability to meet benchmarks.

SUBMISSION OF PROPOSALS

Request for Proposals must be submitted as defined by this RFP. Bids may be submitted electronically to contractor@waynemetro.org, mailed or hand delivered. Bids that are mailed or delivered should be addressed as follows:

WMCAA 2022 WEATHERIZATION CONTRACTOR PROPOSAL – YOUR COMPANY NAME
Wayne Metro CAA
138 Cortland
Highland Park, MI 48203

All bids must include the following:

- One (1) completed Proposal with all required attachments
- One (1) electronic copy of the Excel Spreadsheet Price List (Addendum A: Weatherization Unit Price List). No handwritten price lists. Must be electronic. No PDF copies of price list. Mailed or delivered bids should include the Excel Spreadsheet Price List on a USB flash drive.

Bids may be mailed or delivered Monday – Friday between 8:00 a.m. – 4:00 p.m., but must arrive by August 19, 2022.

No late bids accepted.

Submission of documents is a conclusive presumption that the Contractor is familiar with the Request for Proposals and understands and agrees to abide by all stipulations and requirements. By submitting the RFP for the Roster, 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.

MODIFICATION OF RFP

WMCAA reserves the right to introduce additional terms and/or conditions to this RFP as necessary. Any modification to the terms of this RFP shall take place no later than August 16, 2022. Should any changes be made to this RFP, an addendum will be issued and posted on the WMCAA website at: waynemetro.org/partner/. It is the responsibility of each bidding Contractor to check the website and verify that he/she has received all addenda prior to submitting a Proposal.

All addenda issued to bidding Contractors prior to date of receipt of Proposals shall become a part of these specifications, and all Proposals are to include the work described in any such addenda.

PREPARATION COSTS

The bidding Contractor is responsible for all costs incurred in the preparation and presentation of the RFP Documents. All documents submitted will become the property of WMCAA.
SIGNATURE

The RFP Documents must be signed by an authorized officer and/or employee of the bidding company legally permitted to represent the company in contracting. The signature represents a commitment on the part of the company to provide such goods and services offered to WMCAA should it be determined that the Contractor meets the qualifications.

SELECTION CRITERIA

A selection Committee comprised of WMCAA employees will be convened to review the Proposals and determine the eligibility of the Contractors based upon the criteria stated herein and in the best interest of the WMCAA Weatherization Program. WMCAA anticipates selecting ten (10) to fifteen (15) Contractors as a result of this RFP, but reserves the right to select more or fewer Contractors as it serves the best interests of the Agency. Contractors are required to arrange for specialty subcontractors such as plumbers and licensed electricians. The Contractors receiving the highest total scores will be selected as approved Contractors and added to WMCAA’s Roster.

Contractors will be selected for the Roster using a points system based on qualifications, experience and certifications. The selection point system shall be based on a total of 100 possible points, as follows:

- **Up to 20 points for previous experience in the Weatherization Assistance Program.**
- **Up to 10 points for relevant work experience**
- **Up to 25 total points for Certifications/Trainings**
  - Up to 5 points for firm EPA LRRP Certification
  - Up to 5 points for EPA LRRP training or LSW Practices training
  - Up to 5 points Health & Safety Training [formerly IAQ/Mold Training]
  - Up to 5 points for MIOSHA 10-hour training
  - Up to 5 points for Mobile Home Weatherization training
- **Up to 10 total points for minority-owned and/or woman-owned business status**
- **Up to 20 points for competitive pricing**
- **Up to 15 points for Completeness of RFP Submission**
  - Contractors will be evaluated on whether they submitted all required documentation with their RFP Bid Packages and whether the entire Weatherization Unit Price List was completed

Additional information about the points-based system used to evaluate RFP submissions can be found in the Selection and Scoring Criteria Form attached below.

WMCAA reserves the right to interview candidates to gather additional information needed to determine compliance with the minimum qualifications specified in this RFP or to make a selection from the top candidates. WMCAA will make no guarantees of work or production and will issue work on an as needed basis to Contractors selected for the Roster.

WMCAA reserves the right to add additional Contractors at any time, through the RFP process or by any other means not prohibited, as needed to meet production and/or serve the best interests of the Agency.
RIGHT TO REJECT / APPEAL PROCEDURE

A Contractor must meet all mandatory criteria set forth in this RFP to be eligible to be included on WMCAA’s Weatherization Program Roster. Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by WMCAA without rating the Contractor on other selection criteria. WMCAA reserves the right to reject any or all RFP submissions in whole or in part, to waive any informality, or to accept any Proposal it may deem necessary in the best interest of the Agency.

Each Contractor applying to work with the weatherization program will receive either a selection or non-selection decision letter indicating the reason for non-selection. Contractors that are not selected for the WMCAA Roster, who believe that their application was not selected for reasons refutable through documentation, have the right to appeal using the following procedure.

1. Submitting a letter to the WMCAA Executive Director of Green and Healthy Homes (Director) detailing the reason you feel the application was not fairly considered and including any documentation supporting your position. Your appeal must be postmarked within 10 days of the date the decision letter was mailed to you.

2. The Director will review the appeal information and respond in writing.

3. If after receiving the decision from the Director you still do not agree with the decision, you may appeal to the WMCAA Chief Executive Officer (CEO). Appeals to the CEO must be in writing and must be made within 10 days of the date the Director’s decision letter was mailed to you. The decision reached by the CEO represents the final determination to be made by the Agency level, and the Contractor will be notified in writing of this decision. A copy of this decision will be forwarded to the Board of Directors.

4. If you are not satisfied with the decision rendered by the CEO, you will be directed and given assistance by staff to contact a representative of the appropriate funding source in order to appeal the decision rendered at the Agency level. The decision rendered by the funding source is the final step in the appeal procedure.
LIST OF REQUIRED FORMS TO BE SUBMITTED WITH RFP BIDS

The Contractor must complete and submit the following list of forms, as part of its RFP Bid Package:

- WMCAA Weatherization RFP Submission Checklist ........................................... 15-16
- WMCAA Weatherization Program Contractor Application Form ...................... 17-18
- Contractor/Crew Member Roster ........................................................................ 19-20
- Debarment and Suspension Certification .......................................................... 21-22
- Weatherization Unit Price List (Addendum A) .................................................. 23

LIST OF ATTACHMENTS

The following Sample RFP Scoring Criteria and Sample WMCAA Contract attachments are part of this RFP. The Contractor must review the terms set forth in the attachments and agree to be bound by them if selected for WMCAA’s Weatherization Roster. However, these Attachments are not required to be returned as part of the Contractor’s RFP Bid Package.

- RFP Scoring Criteria ............................................................................................. 24
- Sample WMCAA Contract ................................................................................. 25-37
IMPORTANT DATES & DEADLINES

Bid Announcement
The bid package will be available online at waynemetro.org/partner. Prospective Contractors may also arrange to pick up a bid package or have one mailed to them by contacting contractor@waynemetro.org.

Written Questions from Bidders Due
Prospective Contractors may submit questions in writing until 10:00 a.m. on August 12, 2022 by emailing them to contractor@waynemetro.org, or by asking questions in person at the pre-bid conference.

Pre-Bid Conference at Wayne Metropolitan CAA
Optional conference for prospective Contractors will be held at 3:00 p.m. on August 15, 2022 at 138 Cortland, Highland Park, MI 48203 during which all questions submitted in person or in writing will be answered. If you wish to join virtually, email contractor@waynemetro.org and a virtual meeting invitation will be sent to you.

Answers to Questions Posted on Agency Website
Answers to all questions submitted in writing or at pre-bid conference will be posted on the agency website at waynemetro.org/partner.

RFP Bid Packages Due
No late bids accepted. See Submission of Proposals section for detailed instructions.

Bids Opened & Reviewed
See Selection Criteria section for further details.

Initial Selection Notification to Contractors
Contractors will be notified by email. Emails to selected Contractors will include instructions and attached forms to be completed prior to the mandatory Orientation session.

Mandatory Orientation for Selected Contractors
Mandatory Orientation session for selected Contractors will be held at 10:00 a.m. on August 29, 2022 at 138 Cortland, Highland Park, MI 48203.
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION CONTRACTOR RFP INSTRUCTIONS AND SUBMISSION CHECKLIST

Complete this package and return to Wayne Metropolitan Community Action Agency by 4:00 p.m. on August 19, 2022 for consideration as a Weatherization Contractor. Interested Contractors shall submit one (1) completed proposal and the required documents. Additionally, bidders shall submit one (1) electronic copy of the Excel Spreadsheet Price List (Addendum A: Weatherization Unit Price List).

Company Name: ________________________________

☐ Contractor RFP Instructions & Submission Checklist

REQUIRED LICENSES AND CERTIFICATES

☐ License(s) – Attach CURRENT copies of:
  ☐ Builder’s License, OR
  ☐ Maintenance and Alteration License AND/OR
  ☐ Mechanical Contractor License

☐ Insurance – Attach CURRENT certificates of required minimum coverage:
  ☐ Commercial General Liability Insurance
    Minimum Limits:
    $1,000,000 Each Occurrence Limit
    $1,000,000 Personal & Advertising Injury Limit
    $2,000,000 General Aggregate Limit
    $2,000,000 Products/Completed Operations
  
  ☐ Automobile Liability Insurance
    Minimum Limits:
    $1,000,000 Each Occurrence
  
  ☐ Workers’ Compensation Insurance
    Minimum Limits:
    $1,000,000 for bodily injury caused by accident
    $1,000,000 for bodily injury by disease
  
  ☐ Umbrella Policy
    Minimum Limits:
    $3,000,000 to apply over all liability policies, including but not limited to Commercial General Liability, Commercial Automobile Liability, and Workers’ Compensation and Employer's Liability
☐ EPA Lead-Safe Certified Firm – Attach either:
  ☐ Copy of EPA certification; OR
  ☐ Evidence of application and payment submitted to EPA for Certification

REQUIRED WMCAA RFP DOCUMENTS

☐ WMCAA Weatherization Program Contractor Application Form
☐ Certification Regarding Debarment, Suspension, and Other Disciplinary Matters
☐ Contractor/Crew Member Roster
☐ Weatherization Unit Price List (Addendum A), to be submitted electronically

By signing this Contractor RFP bid application, I certify and verify the following:

- I am legally permitted to represent the company in contracting, and that I fully understand and agree to abide by the terms of the RFP.
- I have not been debarred or suspended, or otherwise excluded from or deemed ineligible for participation in federal assistance programs.
- The firm has the financial capacity to manage and perform the work described in the RFP.
- The answers provided in this application are accurate to the best of my knowledge and hereby authorize WMCAA to verify all information provided in this RFP.
- Neither I, nor any persons holding a key or other position within the company have any relationship to, or with, any WMCAA personnel that would be considered a conflict of interest. I have 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 the preparation and submission of this bid.

__________________________________________  _____________________________
Signature                                  Date

__________________________________________
Print Name and Title
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION CONTRACTOR RFP APPLICATION

Company Name: ________________________________________________________________

Company Address:______________________________________________________________

Address: ____________________________________________________________ City: __________________ State: _______ Zip: ____________

Phone: ____________________________________________________________
Office: ___________________ Cell: ___________________ Fax: ________________

Email: ________________________________________________________________

Type of Contractor: ☐ Weatherization ☐ HVAC ☐ Other (Define): _______________

Business Structure: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No

Date Firm Was Established: ___________________________ Number of Employees (other than subcontractors): __________

Principal Officer(s): ____________________________________________________________

License/Tax ID #s: ___________________________________________________________

Builder’s License # ___________________ HVAC License # ___________________ Tax ID # ___________________

Estimated number of jobs your company can complete per week: _______________________

Prior Weatherization Program Experience: ☐ Yes ☐ No If yes, list years: __________________________

If yes, include Certificate with RFP Submission

Lead-Certified Firm: ☐ Yes ☐ No

Minority Owned Status: ☐ Yes ☐ No Woman-Owned Status: ☐ Yes ☐ No

Owned Equipment: ☐ Blower Door ☐ Insulation Hopper ☐ Infrared Camera ☐ Alternative Power Source ☐ Construction Vehicle

Page 17 of 37
Company Name: ________________________________________________________________

Prior Experience and Areas of Expertise

☐ Insulation Installation (Attic, Wall, Crawl and/or Sidewall)  ☐ ASHRAE Fans
☐ Furnace Repairs/Replacement  ☐ Water Heater Repair/Replacement
☐ Blower Door Experience  ☐ Lead-Safe Work Practices
☐ Bypass / Air Sealing  ☐ Reading / Understanding Work Orders
☐ Zone Pressure Diagnostics and/or Combustion Appliance Zone Testing  ☐ Other (Describe):
__________________________________________________________________________

List your Major Suppliers: ____________________________________________________________________

__________________________________________________________________________

List your insurance Carriers: ___________________________________________________________________

__________________________________________________________________________

List Your Business References:

Business Name: ___________________________  Business Name: ___________________________
Contact Name: ___________________________  Contact Name: ___________________________
Phone Number: ___________________________  Phone Number: ___________________________

I authorize the WMCAA Weatherization Assistance Program administrators to verify the above information and I certify that the above information is true and complete.

_________________________________________  ______________________________
Signature                                      Date
The following individuals will be performing work on WMCAA job sites on behalf of the above listed company. I understand that all crew members who work on these job sites will be required to attend: (1) either Lead-Safe Work Practices (LSW) or EPA Lead Renovation, Repair and Painting (LRRP) training; (2) Health & Safety training (formerly Indoor Air Quality/Mold training); (3) MIOSHA 10-hour training (MIOSHA 30-hour training may substitute); (4) Mobile Home training; and other related trainings as deemed necessary.

<table>
<thead>
<tr>
<th>Contractor/Crew Member:</th>
<th>TRAINING (Indicate Yes/No, and Date Received)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LSW or EPA LRRP</td>
</tr>
<tr>
<td></td>
<td>☐ Y ☐ N</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>☐ Y ☐ N</td>
<td>☐ Y ☐ N</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>☐ Y ☐ N</td>
<td>☐ Y ☐ N</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>☐ Y ☐ N</td>
<td>☐ Y ☐ N</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
I AGREE TO NOTIFY WMCAA OF ANY CREW PERSON ADDED TO (OR TERMINATED FROM) THE ABOVE LIST PRIOR TO THEIR PERFORMING ANY WORK ON AGENCY WEATHERIZED HOMES.

---

**Signature**  
Date
COMPANY NAME: ____________________________________________

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before Signing Certification, Read Instruction)

1. The prospective contractor certifies to the best of its knowledge and belief, 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 offense 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, such prospective participant shall attach an explanation to this proposal.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Print Name

Title

Signature

Date
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.

5. The terms "covered transaction"; "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the DOL, without modification, in all lower tier covered transactions and all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the agency may terminate this transaction for cause or default.
## Addendum A – Weatherization Unit Price List

### Weatherization Measures 2022 Cost sheet

<table>
<thead>
<tr>
<th>Measures and Description</th>
<th>Unit</th>
<th>L</th>
<th>M</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accesses ETC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut attic access, plywood, batt and usa and trim (batt to level of insulation installed)</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Cut Waterproof access, plywood, batt, wa, trims, and hardboard (batt to level of insulation installed)</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Replace Waterproof, batt and wa</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sard and wa attic access or basement doors</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>New full-size walk-in/cellar door out/brown or spray insulable and resistor</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Install 1/8 access door (noninsulated) treated plywood, batt and hardboard</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sard and wa existing crawl space access</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Install Pullman doors, window, trim, batt and insulation, and hardware</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Install doors, window, trim, insulation, and hardware or crawl space</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Box Attic Fan - Complete with puller system</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Air seal Attic Fan from interior - Kawasaki Heavy, etc.</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Air seal wall and ceiling below eaves</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

#### Notes:
All door and window replacement cost shall include disposal of old material, applicable permits, etc. and work performed in accordance with Lead Safe Work regulations. WBX (Weatherization) donates metal-backed vinyl product attached with screws and caulking.

### Windows - 445 SERIES OR GREATER

<table>
<thead>
<tr>
<th>Measure Description</th>
<th>Unit</th>
<th>L</th>
<th>M</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Window retrofit must be itemized and no more than amount listed</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Cost of window per SQFT</td>
<td>sqft</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Framing and Finish window inc/doubling batt and trims, cost to install window</td>
<td>Labor</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Cost of window per SQFT</td>
<td>sqft</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Glass replacement SS (32 sq. inch and includes installation &amp; glazing)</td>
<td>sq.in.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Glass replacement ES (32 sq. ins and includes installation &amp; glazing)</td>
<td>sq.in.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Replacement</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Window Screen Replacement</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Screen Repair</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Screen Repair with new window and seals</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>DRYWALL, PATCHING AND VARIOUS BYPASS SEALING</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sash Replacement-Walls (including panel) - double, tape &amp; trim 1 sq ft (over 4 sq. ft)</td>
<td>sq ft.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sash Replacement-Ceiling (including panel) - double, tape &amp; trim 1 sq ft (over 4 sq. ft)</td>
<td>sq ft.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Patch - Paint or Caulk</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Patch Repair for Basal Frame Top Or Bottom - vinyl based insulation, reflective or air seal tape</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Seal Attic Roto in floor of four (4) walls footboard, reflector or air seal tape</td>
<td>sq ft.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

### Doors

<table>
<thead>
<tr>
<th>Measure Description</th>
<th>Unit</th>
<th>L</th>
<th>M</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Door Threshold - Treated or Un</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>New Hardware or Mortise</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Door jambs complete</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Door Jamb Closet</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Door or Window Casing (trim)</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Door or Window Stop (base)</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2 X 4 - For Existing Masonry Framing</td>
<td>each</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
Selection and Scoring Criteria for
WMCAA Weatherization Contracting Services 2022 RFP

Scoring for Weatherization Contractor Applicants

IMPORTANT:
Contractors applying to this RFP will be scored and ranked based on the following criteria and scoring system. These Criteria and Point system shall be used as part of the overall evaluation for Contractors applying to this RFP. Other considerations for acceptance into the WMCA’s Weatherization Contractor Roster may be considered.

**To be completed by WMCAA (provided here for Contractor Information)**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience in the Weatherization Assistance Program</td>
<td>20</td>
<td>2 points for every year within the last 10 years</td>
</tr>
<tr>
<td>Similar work experience based on prior experience/areas of expertise.</td>
<td>10</td>
<td>1 point for each main category of similar work experience</td>
</tr>
<tr>
<td>EPA Lead-Safe Certified Firm</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>State of Michigan Weatherization Lead Safe Work (LSW) Practices training OR US EPA Lead Renovate Repair and Painting (LRRP) training</td>
<td>5</td>
<td>1 point for each crew leader/retrofit installer who has completed either LSW or LRRP training, up to 5 points maximum</td>
</tr>
<tr>
<td>State of Michigan Weatherization Health &amp; Safety training [formerly known as Indoor Air Quality (IAQ)/Mold training]</td>
<td>5</td>
<td>1 point for each crew leader/retrofit installer who has completed Health &amp; Safety training, up to 5 points maximum</td>
</tr>
<tr>
<td>MIOSHA 10 hour or MIOSHA 30 hour training</td>
<td>5</td>
<td>1 point for each crew leader/retrofit installer who has completed MIOSHA 10- or 30-hour training, up to 5 points maximum</td>
</tr>
<tr>
<td>MiTEC Mobile Home Weatherization training</td>
<td>5</td>
<td>1 point for each crew leader/retrofit installer who has completed Mobile Home Weatherization training, up to 5 points maximum</td>
</tr>
<tr>
<td>Minority-Owned or Woman-Owned Business Status</td>
<td>20</td>
<td>5 points for Minority or Woman Owned Business Status, 10 points for both</td>
</tr>
<tr>
<td>Competitive Pricing</td>
<td>15</td>
<td>20 points for being within 5% of overall average, 15 points for being within 10%, 10 points for being within 15% and 5 points for being within 20%</td>
</tr>
<tr>
<td>Completed all required RFP documentation and entire Weatherization Unit Price List</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

Total points ______out of 100 available
SAMPLE CONTRACTOR AGREEMENT

THIS AGREEMENT made for the period of October 1, 2018 through September 30, 2020 by Wayne Metropolitan Community Action Agency, 7310 Woodward, Suite 800, Detroit, Michigan 48202 hereinafter called Agency and between ____________________, hereinafter called Contractor.

Statement of Work

The agency will pay the Contractor for the performance of work as assigned by the Agency and completed by the Contractor through the contract period in the amount(s) set forth in Exhibit 1 – Average Price List.

Final payment shall not be made until after final inspection and approval of the work by the Agency, City Inspector, if applicable, and submission to Agency by Contractor of Contractors Sworn Statement and Waivers of Liens covering work for which payment is to be made. Acceptance of faulty work or failure to discover defects will not relieve Contractor of responsibility as set forth herein.

General Conditions

1. The Contractor shall perform the work described in the contract which includes the Contractor’s Bid and any other related Contract documents which are attached hereto and incorporated herein. Further the Contractor shall adhere to all program policies and procedures described in the RFP which is attached hereto and incorporated herein.

2. No work shall begin until the Agency issues a written Job Order to the Contractor.

3. Wayne Metro reserves the right to approve or disapprove any Contractor/Subcontractor relationship. All subcontractors used by the Contractor are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the Contractor. The Contractor must verify that each subcontractor meets the contractor criteria contained herein. The Contractor is responsible for the performance of any subcontractors who are held to the same standard of quality performance as the Contractor.

4. The Contractor must complete work within the specified date for each job order assigned by the Agency. At the option of the Agency, this Contract may be cancelled by failure of the Contractor to complete work by the specified date.


6. Contractor must provide all measures - labor and materials - specified in the Weatherization Measure Unit Price list in accordance with all applicable federal, state, county and local standards and specifications. All prices 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 the contractor's delivery, installation, and administration of the weatherization program. 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.
7. All weatherization retrofit installers and crew leaders must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTAs).

8. The Contractor hereby acknowledges that it has access to and a working knowledge of the Michigan Weatherization Field Guide Standard Work Specifications (SWS)-Aligned Edition, the National Renewable Energy Laboratory Standard Work Specifications (SWS) and the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTAs). In addition, the Contractor hereby agrees to comply with all the specifications, requirements, terms and rules contained in the documents.

9. The Contractor shall indemnify, defend and hold harmless Wayne Metro, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys’ fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of Contractor, its agents, officers or employees, or otherwise arising out of or in connection with Contractor’s performance under this Agreement.

10. The 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 same.

11. The Contractor shall utilize “Lead Safe Work Practices” when performing all weatherization work.

12. The Contractor shall guarantee the work performed for a period of 18 months from the date of final acceptance of all the work required by the Agreement.

13. The Contractor shall repair all damages by the Contractor resulting from work under this Contract at no additional cost to the client or Agency.

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

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

16. The 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.

17. Should any dispute arise with respect to the terms of this Agreement or with respect to work performed here under, 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.
Initial Trial Job(s)

The first job awarded to a Contractor from the Roster becomes the Contractor’s trial job. The trial job must be successfully completed to the Program’s satisfaction for the Contractor to receive future jobs. The Program may require the Contractor to complete one or more additional trial jobs in the same manner. Failure to successfully complete jobs during the trial period will result in the contract being terminated.

The following steps are used by the Agency to procure contracted work, from award through inspection and payment:

1. Certified energy auditor completes the audit and derives the scope of work for a job. Scope of work is reviewed/approved by agency staff and is entered into the FACSPRO database- Wx Module- work order queue.

2. Bid process is run in FACSPRO database, using the current Roster Average unit prices for the quantities of work in the project Scope. The Roster Average Unit Price List is based on the prices submitted by each Contractor selected for the Roster.

3. All work is issued on a per-job basis to contractors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the award of jobs is sequential order as the contractor appears on the Roster; the second consideration is production, which includes the total number of jobs in progress among all contractors. Jobs at any given point in time will be evenly distributed up to the individual contractor’s current capacity and performance in the order the names appear on the Roster.

Generally, jobs will be distributed in consecutive order among the contractors on the Roster. However, the Program applies eligibility criteria specified herein to determine whether the contractor is eligible to receive the job when their name appears on the Roster rotation. If the Contractor is not eligible to receive the job, the eligibility criteria is applied to the next contractor in order on the Roster and so on until all eligibility criteria are met.

A Contractor must meet the following eligibility criteria to be awarded a job:

Work Capacity: The Contractor must be able to complete the work within the time specified. The contractor will have 28 calendar days from the time of the preliminary award notice to complete the work so that it is ready for final inspection.

Inspection Passage Rate: The Agency tracks each contractor’s rate of passing final inspections of jobs completed over the preceding 3-month period. If the contractor has an initial inspection passage rate below 90% for jobs completed over the preceding 3-month period, the Agency may choose to temporarily remove the Contractor from the regular Roster rotation; or reduce the number of jobs the Contractor can have in progress; or assign jobs on a probationary period; or terminate the contract.

Refusal of Work: When a Contractor is preliminarily awarded a job, they have the right to refuse the work. However, the Program assumes that the reason for refusal is that the Contractor does not have the capacity to complete the work within the required timeframe. If a Contractor refuses one job, the Program may assume that Contractor does not have capacity and may choose not to offer the next job to that Contractor. If a Contractor refuses more than 3 jobs the Agency may choose to temporarily remove the Contractor from the regular Roster rotation or elect to terminate the contract.
4. Contractor who receives the preliminary award notice contacts the Agency within three (3) business days of receipt of the preliminary award notice, to confirm its acceptance of the job or to refuse the job. This is accomplished by signing and returning the preliminary award notice.
   a. The Contractor may contact the Agency with questions about the job.
   b. The Contractor may visually inspect the job location by doing a “drive by” of the site.

5. If the contractor refuses the job, the Agency will send a preliminary award notice to the next contractor, and that contractor begins at step 4.

6. Once the contractor accepts the job by signing and returning the preliminary award notice, the Agency moves the job to Job Assigned queue. The contractor then arranges the work with the occupant.

7. During the course of the job, the Agency may do an “in-progress” inspection of the work to ensure it is being carried out according to specifications. The Agency will arrange such inspections with the Contractor, should the Contractor’s presence be required.

8. The contractor completes the work within the timeframe specified and notifies the Agency when the work is ready for final inspection. A certified Quality Control Inspector (QCI) inspects the work.
   a. If all work passes inspection, QC inspector approves the job for payment.
   b. If work does not pass inspection, QCI inspector specifies additional work to be done to bring work up to specifications. The contractor has five (5) business days to make the necessary modifications/corrections and arrange for reinspection.

9. The Contractor submits 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, and the amounts must match.
   b. Along with the invoice, the Contractor submits other documentation required by the Agency (Contractor’s Warranty, Certificate of Insulation, Lien Release, etc.). Contractors may include a markup not to exceed 8% on all subcontractor invoices. Subcontractor invoices must be included in invoice package.

10. The Agency shall pay approved invoices for work that has passed inspection usually within 30 days of receipt from the Agency Weatherization Program to the Accounting Department.

**Unit Price List**

1. All prices submitted by awardees to the Weatherization Contractor Roster will be averaged. Each job is a scope of work comprised of the measures and quantities specified by Program staff for a given house. The award amount for each house weatherized is determined by applying an average price list derived from all qualified contractors on the Roster to the given job’s scope of work.

2. All weatherization measures not specified on the price list will be negotiated with the contractor on a job by job basis (e.g., time and materials) or prices will be requested through a supplemental bid. The Agency reserves the right to delete any such measure if the price is deemed to be inappropriate. Other materials not included on the price list may be substituted on a case by case basis with the Agency’s prior approval.
Unit Price List Updates

1. The Agency may consider updates to price from existing contractors on the Roster on an annual basis. Changes in prices from Contractors must be approved by Wayne Metro and the State of Michigan Bureau of Community Action & Economic Opportunity technical staff. Changes in prices must be submitted to the Agency Weatherization Program Manager for review/approval 20 days prior to the end of the annual contract period. Contractors wishing to submit an updated price list shall submit their new list, in its entirety, in electronic spreadsheet format with the changes highlighted.

2. The Agency may add additional contractors to the Roster as needed to meet production requirements. The addition of contractors to the Roster could change pricing. Contractors will be notified in advance of any job award of any price changes.

Performance Evaluation

All Contractors are required to meet minimum standards in regard to quality of materials purchased in order to weatherize a unit for the Wayne Metro Weatherization Program. Wayne Metro will utilize a Contractor Evaluation process to monitor the performance of all Weatherization Contractors. The Contractor Evaluation process is explained in Attachment B.

Change orders

1. Due to the nature of the work, there may be cases where changes to the scope of work are necessary during the course of a job. 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 the client refuses part way through the job.

2. These items are handled through change orders, according to the following procedures:
   - Change orders must be authorized by the Agency in advance on the IWC. Authorization can be initiated verbally but must ultimately be in writing and signed off by the Agency and Contractor on the IWC Change Order tab.
   - Change orders must be comprised of measures on the unit price list, and will be paid at the same rates as the average unit prices.
   - If applicable, a new QC checklist may need to be created.
   - Exception: If repairs are required beyond the normal installation of items on the unit price list, they are to be completed on a time and materials basis.
     - All weatherization measures not specified on the unit price list will be negotiated with the contractor on a job by job basis (e.g., time and materials) or prices will be requested through a supplemental bid. The Agency reserves the right to delete any such measure if the price is deemed to be inappropriate.
   - Because the Average Unit Price List may change unit pricing during the course of a job, pricing on change orders are handled as follows:
     - Deletions of items in part or whole that existed in the original scope of work will be made using the prices at the time of the award.
Additions of items that did not appear on the original scope of work, or additional quantities of existing items, will be made using the unit prices at the time the change order is approved.

3. In the event of a change order, the Agency will send out a revised scope of work showing all additions and deletions, including quantities and prices (See Exhibit 2 – Change Order Form). The Contractor will include this revised scope of work along with its final invoice, and all totals must match.

Liquidated Damages for Failed Inspections, Late Job Completion

The Agency incurs costs for repeat inspections and job delays. Therefore, the Agency may deduct the following from Contractor invoices:

- If a job does not pass post 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 and new work issued. Unsatisfactory work will result in a call back and the call back will be at the expense of the Contractor. The first failed QCI inspection is $50, the second $75 and third call back $150.
- If the issues are not resolved at the third call back the job will be terminated and the Contractor will be charged for the necessary work. The Agency may elect to terminate the Weatherization Program Contractor Contract. Additionally, Contractor is liable for any damages incurred as the result of improperly installed materials or equipment. All call back work must be completed within five business days.
- $25 per business day that the work is not completed by the deadline specified, unless it is for reasons beyond the Contractor’s control (e.g. client non-responsiveness or non-cooperation). The Contractor must notify the Program in advance of any conditions preventing timely completion of the work.

Criminal Background Check

1. Prior to any individual performing work under this Agreement, Wayne Metro 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.
2. The Contractor shall require each employee, subcontractor, and subcontractor employee who works under this Agreement to notify Wayne Metro in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator within 10 days of the event after initial review and approval.
3. The Contractor further certifies that the Contractor shall not submit claims for or assign duties under this Agreement to any employee (current or new), subcontractor, or subcontractor employee based on a determination by Wayne Metro that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

Agency

The Agency will make no guarantees of work or production and will issue work on an as needed basis. The Agency reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The Agency further reserves the right to terminate the working relationship with a contractor for reasons including, but not limited to, failure to provide proof of insurance and licenses, failure to perform work in a timely manner, and failure to perform work of the quality expected by Wayne Metro.

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Contract Requirements

Regulatory and Programmatic 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 this Agreement. In addition, all services provided under this Agreement will meet the regulatory and programmatic requirements of the Department of Energy (DOE), Weatherization Assistance Program (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 Standard Work Specifications 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 600, 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): Wayne Metro 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 this Agreement, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Agreement.

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 Wayne Metro, 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 Wayne Metro under this Agreement. Federal auditors and any persons duly authorized by Wayne Metro 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.

Assurances:

1. Certification Regarding Lobbying
The undersigned 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 undersigned, 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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:

Place of Performance: (Street address, city, county, state, zip code)

____________________

____________________

___ Check if there are workplaces on file that are not identified here.

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 conviction.
notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

1. CONTRACTOR certifies that they and their 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 this Agreement.

Technical Information Records and Reports: All notes, design, memoranda, reports, computer programs, client files (and supporting data which may be on cards, tapes, discs and the like), and other technical data, if any, furnished or developed by Contractor pursuant to the provisions of this Contract, shall be and become the property of Wayne Metro. All such notes, design, etc. shall be delivered to Wayne Metro upon demand, for use for any purpose without the necessity of compensating Contractor or any other person(s) for the use thereof.

Confidential Information: Contractor shall not publish or otherwise disclose, except to Wayne Metro and except matter 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 consent of such person or establishment.

Term: This Agreement shall become effective on October 1, 2018 and shall thereafter remain in full force and effect until September 30, 2020 unless the Agreement is earlier terminated in a manner provided below. This Agreement may be extended or renewed as permitted by the MDHHS CSPM item 409 and mutual agreement of the parties memorialized in writing prior to the expiration of the then current term.

Termination for Cause and for Convenience: The Agency may terminate the Contract for default and take possession of the premises and all materials thereon and finish the work by whatever methods it may choose, by giving ten (10) days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified:

1. The Contractor makes a general assignment for the benefit of its creditors, or a receiver appointed as a result of the insolvency of the Contractor.
2. The Contractor refuses or fails to complete the work required herein.
3. The Contractor fails to make prompt payment to subcontractors for material or labor.
4. The Contractor fails to comply with any applicable federal, state, or local law or regulation.
5. The Contractor fails to comply with instructions of the Project Manager, or breaches a material provision of the Contract.

In the event the Contract is terminated by the Agency for default, the Contractor shall not be entitled to receive any further amounts under the Contract for work that has not been accepted as of the date of termination. The Contractor shall bear all costs and liabilities incurred by the Agency and caused by, or relating to, the Contractor's breach, including, but not limited to, increased costs in completing the work.

Termination for Convenience. The Agency may terminate the Contract in whole or in part if the Agency determines that termination is in the best interests of the Agency.

No Third-Party Rights: This Agreement is entered into solely for the benefit of Wayne Metro and Contractor. There is no intention, express or implied, to create any rights or interests for any other person or entity.

Insurance

Appropriate Insurances:
The Contractor and subcontractor(s) must maintain the insurances identified below and provide to Wayne Metro as part of the RFP documentation of the following insurances.

COMMERCIAL GENERAL LIABILITY INSURANCE
Minimal Limits:
$1,000,000 Each Occurrence Limit
$1,000,000 Personal & Advertising Injury Limit
$2,000,000 General Aggregate Limit
$2,000,000 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:
Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.

INSURANCE INSTRUCTIONS
All required insurance must protect Wayne Metro 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 Wayne Metro; 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 Wayne Metro for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

All certificates of insurance 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 Wayne Metro including its agents, employees, Board of Directors and agencies.

If any of the required policies provide claims-made coverage, the Contractor must:

a. Provide coverage with a retroactive date before the effective date of the Agreement or the beginning of Agreement Activities;
b. Maintain coverage and provide evidence of coverage for at least three years after completion of the Agreement Activities; and
c. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date, Contractor must purchase extended reporting coverage for a minimum of three years after completion of work.

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

The Contractor will assume any and all deductibles in the above-described insurance policies.

All certificates are to provide twenty (20) days’ notice of material change or cancellation.

Certificates of insurance with Wayne Metro as additionally insured must be provided prior to execution of the contract.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement (including any provisions hereof requiring the Contractor and subcontractor(s) to indemnify, defend and hold harmless Wayne Metro.

**Contractor’s Sworn Statement and Waivers of Liens**

Prior to and as a condition of payment by Agency to Contractor under this Agreement, Contractor shall submit to Agency with respect to all or any portion of work performed under this Agreement for which payment is sought, a Contractor’s Sworn Statement and associated Waiver of Lien as required by Michigan Lien Law covering to date work done under the Contractor for which payment is sought.

**Contract Documents and Modifications**

This document, together with the Attachments and/or addenda, along with each Contract Award, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument properly signed by both parties hereto.
Entire Agreement

This Contract, when signed by the Agency and the Contractor, constitutes the full and complete understanding of both parties. By signing this contract, the Contractor certifies that he/she is legally permitted to represent the company in contracting and fully understands and agrees to abide by the terms of the contract.

Signatures

By ____________________________ ____________________________
   Director of Construction Projects Date

By ____________________________ ____________________________
   Contractor Date

_____________________________
   Company Name