



Wayne Metropolitan
Community Action Agency
Established 1971

**WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM
REQUEST FOR PROPOSALS
OF
ENERGY AUDITORS AND QUALITY CONTROL INSPECTORS
FOR
SERVING WAYNE COUNTY**

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PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain a sufficient number of BPI Certified Energy Auditors and BPI Certified Quality Control Inspectors (Inspectors) to meet the production goals of the U.S. Department of Energy's (DOE) Weatherization Assistance Program (WAP) that WMCAA administers in Wayne County.

Qualifications will be determined by the criteria set forth in this RFP. Selected Inspectors will be placed on a roster and awarded Weatherization inspection jobs according to the WMCAA procedures outlined in 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 Inspectors. Each of these will be priced separately and exercised at WMCAA's discretion. Payments for inspection services 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 SUMMARY

The Weatherization Assistance Program (WAP) reduces energy costs for low-income households by increasing the energy efficiency of their homes. The program prioritizes services to the elderly, people with disabilities, and families with children. Clients served include both owners and renters of site-built homes, one-to-four-unit multifamily residences and mobile homes 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.
- Enhance client health and safety by providing adequate ventilation, safely functioning combustion appliances, proper zonal pressures, and smoke/CO detectors.

A certified Energy Auditor (EA) conducts a weatherization audit on each household served and derives the scope of work for the job.

The job is then assigned to general contractors, who complete the work specified in accordance with all technical WAP standards.

A certified Quality Control Inspector (QCI) inspects the work to ensure that all measures are complete and meet the required standards before the job can be approved for payment.

The following list of measures may be completed on each home as appropriate and deemed necessary

- 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 Replacements

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.

WEATHERIZATION INSPECTIONS OVERVIEW

Inspectors will be selected to provide Energy Audit and/or Quality Control inspection services. The same person cannot conduct both the Energy Audit and the Quality Control Inspection on the same home. Neither the Energy Auditor (EA) nor the Quality Control Inspector (QCI) can be involved as a member of the weatherization general contractor or mechanical crews.

ENERGY AUDITS

An Energy Auditor (EA) will complete an Audit for each home using the National Energy Audit Tool (NEAT) data collection form and for each mobile home using the Manufactured Energy Audit (MHEA) data collection form (computerized energy audit tools to select cost effective measures) in the State’s weatherization management software (FACSPRO).

The EA evaluates the energy efficiency, along with the health and safety, of the home and identifies areas of savings by gathering empirical data, conducting tests, and using energy modeling software. Goals of the Energy Audit are to identify ways to reduce the energy consumption, improve the health and safety, and increase the lifespan of the building, while improving the quality of life and comfort for the occupants. Auditors visually inspect the building’s shell and mechanical systems, enter data into NEAT or MHEA in FACSPRO, and prepare clear and accurate work orders to ensure the most appropriate measures are installed properly.

WMCAA then assigns the job to contractors on the WMCAA Weatherization Program Roster who will complete the work specified. Contractors may ask the EA to add or delete partial or completed measures from the Work Order. The EA will determine if such additions or deletions are appropriate based on the audit conducted, including test results, and will approve or disapprove such changes prior to any work being added or deleted.

QUALITY CONTROL INSPECTIONS

A Quality Control Inspector (QCI) will perform Quality Control Inspections after the weatherization work is completed and approve the work for payment.

The QCI is an evaluator who verifies the work performed against the work order, ensures specifications and standards are met, performs building diagnostics, records and reports findings and concerns, and specifies corrective actions. The QCI conducts a methodological audit/inspection of the building, performs safety and

diagnostic tests, and observes the retrofit work. The QCI's role is to ensure the completion, appropriateness, and quality of the work in order to provide for the occupants' safety, comfort, and energy savings.

The QCI will print off the signed/dated Quality Control Checklist created by the EA in FACSPRO and take it to the job for the final inspection. The Quality Control Inspection must include an assessment of the original Audit and confirm that the measures called for on the work order were appropriate and in accordance with the procedures and protocols approved by the DOE. The QCI will go through each item identified by the EA in the Quality Control Checklist and check items off after confirming each item has been completed. The QCI will sign and date the Checklist, then upload it into technical documents in FACSPRO.

If a problem exists due to improper or incomplete work on the part of the Contractor, the Contractor is notified of the problem and given the opportunity to correct the defects. The QCI then performs a re-inspection of the work.

REQUIRED WEATHERIZATION INSPECTION ACTIVITIES

Energy Auditors and Quality Control Inspectors shall complete the following required weatherization inspection activities:

- A. Combustion appliance testing following current Building Performance Institute (BPI) 1200 standards
 - Furnace and hot water heater (EA and QCI)
 - Ambient carbon monoxide (EA and QCI)
 - Gas oven (EA only)
 - Zone pressure diagnostics (ZPD's) to attic, crawl, etc. (EA and QCI)
- B. General safety review of home (EA and QCI)
 - Asbestos (vermiculite and duct wrap)
 - Electrical hazards (K&T wiring, open junction boxes, etc.)
 - Moisture issues (roof leak, damp atmosphere, grading issues, etc.)
- C. Worst case depressurization (WCD) of the combustion appliance zone (CAZ) (EA and QCI)
- D. Refrigerator metering and data collection (EA only)
- E. Blower door test (EA and QCI)
- F. Household Lighting survey (EA only)
- G. Smoke detector survey (EA only)
- H. Completion of audit write up (EA only)
 - Utilization of FACSPRO
 - Running audit through WA8.9
 - Photos, diagrams, and notes to be provided with each audit
 - Completion of all required State and County inspection paperwork
- I. Visual inspection of entire house (EA and QCI)
 - Foundation, basement, living areas, attic(s), roof, exterior, attached garages, etc.
- J. Complete required forms (EA Only)
 - Lead pamphlet form (and provide lead pamphlet)
 - Client plan of action form
 - Mold assessment forms DHS-552 and DHS-552A
 - Radon Informed Consent Form
- K. Include a diagram of house with labeled windows doors, attics, foundations and walls (EA only)
- L. Photo Documentation including: all sides of home, all appliances and venting, bathroom ceiling, basements, band joists, attic and relevant problem areas. (EA only)

- M. Completion of the WMCAA Weatherization Job Workbook (EA only)
- N. QCI to complete client assessment form and document completed work including pictures and descriptions of corrective and additional required work as needed or designated by the County, State, or Federal rules or guidelines.

MINIMUM INSPECTOR REQUIREMENTS:

GENERAL PROVISIONS

Inspectors are required to furnish their own transportation, have all required trainings and certifications listed herein, and document current liability, worker's compensation, and auto insurance. It is expected that selected Inspectors will be experienced in performing energy audits or inspections in both site-built and mobile/manufactured housing.

If initially selected and in order to be finalized as an Inspector, 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, a Request for a Criminal Background Check, Central Registry Clearance and E-Verify forms.

REQUIRED CERTIFICATIONS

EAs must hold the Home Energy Professional (HEP) Energy Auditor certification, which is offered by the Building Performance Institute (BPI). EAs must maintain their BPI certification by recertifying every three years.

QCIs must hold the Home Energy Professional (HEP) Quality Control Inspector certification, which is offered by BPI. QCIs must maintain their BPI certification by recertifying every three years.

A copy of the certification(s) must be submitted in this bid package.

REQUIRED KNOWLEDGE

WMCAA's Weatherization Assistance Program is stringently monitored by the U.S. Department of Energy, State of Michigan Bureau of Community Action and Economic Opportunity, and the U.S. Department of Housing and Urban Development. Compliance with all rules and regulations is required.

Successful bidders must have extensive knowledge of the current State of Michigan Weatherization guidelines. Bidders should be knowledgeable of the Job Task Analysis (JTA) for their job. The JTA identifies the core knowledge areas, critical work functions, and/or skills typically needed. The websites for the Community Services Policy Manual (CSPM), The Michigan Weatherization Field Guide Standard Work Specifications (SWS)-Aligned Edition (2021 edition), the Michigan Energy Audit Guide (2021 Edition), the National Renewable Energy Laboratory (NREL) JTA's, and SWS are as follows:

<https://www.michigan.gov/mdhhs/doing-business/weatherization/manuals>

<https://wxfieldguide.com/mi>

https://www.michigan.gov/documents/mdhhs/Michigan_Energy_Guide_Manual_728790_7.pdf

<https://www.nrel.gov/>

<https://sws.nrel.gov/>

<https://www.nrel.gov/docs/fy18osti/70985.pdf> (EA)

<https://www.nrel.gov/docs/fy18osti/70977.pdf> (QCI)

REQUIRED TRAINING

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 Inspector is responsible for accurately tracking all competencies and certifications and providing updated information to WMCAA on a monthly basis. Selected Inspectors must have completed or will need to complete the following trainings.

EA's are required to attend **Energy Auditor – Comprehensive Training**. QCI's are required to attend **Quality Control Inspector – Comprehensive Training**. Comprehensive training must be completed every three years.

EA's and QCI's must have completed the following trainings:

- **OSHA 10-Hour Training** (OSHA 30-Hour Training may substitute)
- **Health & Safety Training** (formerly Indoor Air Quality/Mold Training)

Within 90 days of being awarded contracts, EA's and QCI's must be certified in either:

- **Lead Safe Work Practices (LSW)**, OR
- **EPA Lead Renovation, Repair and Painting (LRRP)**

Within 90 days of being awarded contracts, EA's and QCI must complete the following trainings:

- **CAZ Pressure Diagnostics Training**
- **ASHRAE 62.2 Training**
- **Mobile Home Training**

Additional Training

Selected Inspectors agree to obtain any additional training required by the United States Department of Energy, the Michigan Department of Human Services, and WMCAA during the term of the Contract. Inspectors will be notified in writing of any additional training and the time period for compliance.

REQUIRED EQUIPMENT FOR WEATHERIZATION INSPECTORS

Selected Inspectors must furnish all required tools and equipment to perform Energy Audits and/or QC Inspections (per BPI 1200), including but not limited to:

- Blower Door(s)
- Infrared Camera
- Combustible gas detector
- CO measurement equipment
 - Ambient CO monitor
 - Flue gas meter
- Equipment or method for depressurization and spillage assessment

Additionally, Energy Auditors and Quality Control Inspectors must provide their own transportation to job sites. They also must provide their own electronic devices (smartphones or tablets) with internet access for web-based tools and tracking.

SUBCONTRACTORS

Selected Inspectors may not subcontract audits and/or QC inspections.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER DISCIPLINARY MATTERS

The Inspector 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 Inspector.

The Inspector entering into this Agreement shall require each 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 Inspector shall further require each 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 Inspector further certifies that the Inspector shall not submit claims for or assign duties under this Agreement to any employee (current or new), 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 Inspector 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 Inspector is stating that no such relationship exists.

CAPACITY

Inspectors must have the capacity to maintain production and adequate cash flow while awaiting payment. At a minimum, Inspectors 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 Inspector must be able to maintain the capability to receive and respond in a timely manner. In addition, WMCAA and Inspector together will maintain a list of employees, certifications, licenses, and insurance through a shared electronic file. The Inspector must have the capability to manage, update, and submit their price lists and employee certifications in electronic spreadsheet format.

INSURANCES:

The Inspector 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 Inspector'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 Inspector 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 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 Inspector 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 Inspector to indemnify, defend and hold harmless WMCAA).

PRICE LISTS

All prices submitted by awardees of this RFP will be averaged. Inspectors submitting RFPs must agree to price averaging. The award amounts for all services will be determined by applying an average price list derived from all qualified Inspectors on the Roster.

The prices submitted should be set at a rate which allows the Inspector to perform all required activities and services in a manner that meets Agency requirements, as well as Federal, State, County and local standards and specifications.

Inspectors must indicate a price for each item on the price list. If any required items are left blank, the proposal will be considered incomplete and the proposal may be rejected.

Any measures or tasks not specified on the price list will be negotiated with the Inspector on a job-by-job basis 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.

JOB AWARDS AND DISTRIBUTION OF WORK

WMCAA anticipates selecting ten to fifteen Inspectors as a result of this RFP to be placed on a roster of approved Inspectors.

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 add additional Inspectors to the roster to meet production during the term of the Inspector Agreements resulting from this RFP. The Agency further reserves the right to terminate the working relationship with an Inspector for reasons including, but not limited to, failure to provide proof of insurance and licenses, failure to perform work in a timely manner, failure to meet training requirements and failure to perform work of the quality expected by WMCAA.

All work is issued on a per-job basis to Inspectors on the Roster in consecutive fashion and based on other award eligibility criteria. Generally, jobs will be distributed in consecutive order up to each Inspector's current capacity. However, the Program will apply job eligibility criteria outlined and performance evaluation criteria set forth below to determine whether the Inspector is eligible to receive jobs. The Program may temporarily remove an Inspector from the regular roster rotation, reduce the number of jobs the Inspector can have in progress, or assign jobs on a probationary basis if an Inspector does not meet the criteria set forth below.

JOB AWARD ELIGIBILITY CRITERIA

Once selected for the Weatherization inspector Roster, an Inspector must meet the following eligibility criteria to be eligible to be awarded a job:

Work Capacity: The Inspector must be able to complete the work within the time specified. Energy audits must be completed within 20 business days of issuance, and all related paperwork (including WA 8.9 / FACSPPro) must be completed within 10 business days after the audit. Quality Control Inspections must be completed within 10 business days of issuance, and all related paperwork (including WA 8.9 / FACSPPro) must be completed within 5 business days after the Quality Control Inspection. If at any time the Inspector has open jobs that exceed these timelines, no additional work will be issued to that Inspector until those jobs are completed.

Job Completion Timeliness: WMCAA tracks each Inspector's record of completing jobs over the preceding three (3) months within the timeline specified at the time of the award. If the Inspector 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 Inspector.

Quality of Work: WMCAA will monitor each Inspector's performance. If there are audit findings after job closeout or missed items on the QCI checklist resulting from the audit, WMCAA may suspend or limit the amount of jobs issued to that Inspector.

Refusal of Work: When an Inspector is preliminarily awarded a job, they have the right to refuse the work. However, the Agency assumes that the reason for refusal is that the Inspector does not have the capacity to complete the work within the required timeframe. If an Inspector refuses a job, the Agency may assume that the Inspector does not have capacity and may choose not to offer the next job to that Inspector.

PERFORMANCE EVALUATION

In an effort to maintain the highest quality of work possible, WMCAA will implement an Inspector evaluation process. The Inspector evaluation will target four (4) key areas of concern: client relations, compliance, timeliness, and quality/completeness of work.

Benchmark one (1): Client Relations

The Inspector will be evaluated based on the quality of their communication with the Agency and the client. The Inspector will also be evaluated on maintaining a safe and healthy work environment and leaving the worksite clean and neat.

Benchmark two (2): Compliance

The Inspector will be evaluated based on compliance with all Weatherization Assistance Program requirements, including, but not limited to, the current Michigan Weatherization Field Guide, Michigan Energy Audit Guide, Standard Work Specifications, US Nuclear Regulatory Commission CFR Title 10, and all local, state, and federal ordinances.

Benchmark three (3): Timeliness

The Inspector will be evaluated based on their ability to complete the work within the time specified. Energy audits must be completed within 20 business days of issuance, and all related paperwork (including WA 8.9 / FACSPPro) must be completed within 10 business days after completion of the audit. Quality Control Inspections must be completed within 10 business days of issuance, and all related paperwork (including WA 8.9 / FACSPPro) must be completed within 5 business days after the QC inspection.

Benchmark four (4): Quality and Completeness of Work

The Inspector's work will be evaluated based on whether there are audit findings after job closeout or missed items on the QCI checklist resulting from the audit. Energy Auditors will be evaluated on the completeness of audit write-ups, including but not limited to the utilization of FACSPPro, running audits through WA 8.9, and inclusion of photos, diagrams, and notes. Quality Control Inspectors will be evaluated on the completeness of QCI paperwork, including but not limited to client assessment forms, documentation of completed work including pictures, and descriptions of corrective work.

Total Benchmark Evaluation

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

AGENCY RIGHTS

WMCAA reserves the right to interview candidates in order 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 Inspectors selected for the Roster. WMCAA reserves the right to assign work based on the best interest of the Weatherization Program. WMCAA further reserves the right to terminate the working relationship with an Inspector 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 WMCAA.

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: www.waynemetro.org/partner/. It is the responsibility of each bidding Inspector to check the website and verify that he/she has received all Addenda prior to submitting a Proposal.

All addenda issued to bidding Inspectors 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 Inspector is responsible for all costs incurred in the preparation and presentation of the RFP Documents. All documents submitted will become the property of WMCAA.

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 INSPECTOR 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

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 faxes will be accepted. No late bids will be accepted.

Submission of documents is a conclusive presumption that the Inspector 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 Inspector 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.

SELECTION CRITERIA

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

Inspectors 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 conducting audits and/or inspections.**
 - 2 points for each year within the last 10 years
- **Up to 35 total points for Certifications/Trainings**
 - 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 5 points for ASHRAE 62.2 Standards training
 - Up to 5 points for Combustible Appliance Zone (CAZ) testing
 - Up to 5 points for BPI Certification (Building Analyst and/or Envelope Professional)
- **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**
 - Inspectors will be evaluated on whether they submitted all required documentation with their RFP Bid Packages and whether the entire Price Sheet 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 Inspectors selected for the Roster

WMCAA reserves the right to add additional Inspectors 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

An Inspector 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 Inspector 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 Inspector applying to work with the Weatherization Program will receive either a selection or non-selection decision letter indicating the reason for non-selection. Inspectors 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 Inspector 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 Inspector must complete and submit the following list of forms, as part of its RFP Bid Package:

[WMCAA Weatherization RFP Submission Checklist](#).....14
[WMCAA Weatherization Program Application Form](#)16
[WMCAA Weatherization Inspector/Employee Roster](#).....18
[Debarment and Suspension Certification](#).....20
[Weatherization Inspector Price Sheet](#).....22

LIST OF ATTACHMENTS

The following Sample RFP Scoring Criteria and Sample WMCAA Contract attachments are part of this RFP. The Inspector 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 Inspector’s RFP Bid Package.

[RFP Scoring Criteria](#).....24
[Sample WMCAA Contract](#).....25

IMPORTANT DATES & DEADLINES

Bid Announcement

August 8, 2022

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

Written Questions from Bidders Due

**August 12, 2022
at 10:00 a.m.**

Prospective Inspectors may submit questions in writing until 10:00 a.m. on August 12, 2022 by emailing them to contractor@waynemetrol.org or by asking questions in person at the pre-bid conference.

Pre-Bid Conference at Wayne Metropolitan CAA

**August 15, 2022
at 12:00 p.m.**

Optional conference for prospective Inspectors will be held at 12:00 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@waynemetrol.org and a virtual meeting invitation will be sent to you.

Answers to Questions Posted on Agency Website

**August 17, 2022
at 10:00 a.m.**

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

RFP Bid Packages Due

**August 19, 2022
at 4:00 p.m.**

No late bids accepted. See Submission of Proposals section for detailed instructions.

Bids Opened & Reviewed

**August 22, 2022
at 10:00 a.m.**

See Selection Criteria section for further details.

Initial Selection Notification to Inspectors

August 25, 2022

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

Mandatory Orientation for Selected Inspectors

**August 29, 2022
at 10:00 a.m.**

Mandatory Orientation session for selected Inspectors will be held at 10:00 a.m. on August 29, 2022 at **138 Cortland, Highland Park, MI 48203**.

**INSPECTOR RFP INSTRUCTIONS AND SUBMISSION CHECKLIST
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM**

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 Inspector. Interested parties shall submit one (1) completed Proposal and all required documents.

Company Name: _____

Inspector RFP Instructions & Submission Checklist

REQUIRED LICENSES AND CERTIFICATES

License(s) – Attach CURRENT copies of:

BPI Home Energy Professional – Energy Auditor certification; AND/OR

BPI Home Energy Professional – Quality Control Inspector certification

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

**INSPECTOR RFP INSTRUCTIONS AND SUBMISSION CHECKLIST
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM**

REQUIRED WMCAA RFP DOCUMENTS

- WMCAA Weatherization Program Inspector Application Form**
- Certification Regarding Debarment, Suspension, and Other Disciplinary Matters**
- Inspector Roster**
- Inspector Price Sheet**

To receive points for training when WMCAA scores your RFP, any of the following certificates should be included in your submission:

- Lead Safe Work (LSW) Practices or EPA Lead Renovate, Repair and Painting (LRRP)
- Health & Safety training [formerly known as Indoor Air Quality (IAQ)/Mold training]
- OSHA 10-hour training attendance [OSHA 30-hour training is also acceptable]
- ASHRAE 62.2 Standards training
- Combustible Appliance Zone (CAZ) training
- MiTEC Mobile Home Weatherization training
- BPI Certification (Building Analyst and/or Envelope Professional)

By signing this Inspector 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

**INSPECTOR APPLICATION
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM**

Name: _____

**Company Name
(if applicable):** _____

Address: _____
Address City State Zip

Phone: _____
Office Cell Fax

Email: _____

Business Structure: Sole Proprietor Partnership Corporation

**Date Firm Was
Established:** _____ **Number of Employees:** _____

Principal Officer(s): _____

Tax ID #: _____
Tax ID #

Estimated number of Energy Audits you can complete per week: _____

Estimated number of Quality Control Inspections you can complete per week: _____

**Prior Audit or
Inspection Experience:** Yes No *If yes, list years:* _____

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

Owned Equipment: Blower Door Ambient CO Monitor
 Infrared Camera Flue Gas Meter
 Combustible Gas Detector

**INSPECTOR APPLICATION
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM**

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

**INSPECTOR / EMPLOYEE ROSTER
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM (WAP)**

COMPANY NAME: _____

ADDRESS: _____

CITY: _____

PHONE: _____

The following individuals will be performing work on WMCAA job sites on behalf of the above listed company. I understand that all employees 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.

Employee Name:	TRAINING (Indicate Yes/No, <u>and</u> Date Received)				
	LSW or EPA LRRP	Health & Safety	MIOSHA	Mobile Home Training	BPI Certifications List Any BPI Certifications <u>and</u> Date(s) received
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				

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

**INSPECTOR / EMPLOYEE ROSTER
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION ASSISTANCE PROGRAM (WAP)**

Company Name: _____

Attach additional sheets as needed.

<i>Employee Name:</i>	<i>TRAINING (Indicate Yes/No, and Date Received)</i>				
	<i>LSW or EPA LRRP</i>	<i>Health & Safety</i>	<i>MIOSHA</i>	<i>Mobile Home Training</i>	<i>BPI Certifications List Any BPI Certifications and Date(s) received</i>
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				
	<input type="checkbox"/> Y <input type="checkbox"/> N Date:				

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.

**WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION INSPECTOR
PRICE SHEET**

Name: _____

**Bid Prices for Weatherization Inspection Services
Energy Audit (EA) – Quality Control Inspection (QCI)**

NOTE: The price sheet will be used to compare each bid submission.

Please complete the following section by quoting costs for the following services:

BPI Energy Audit Price \$ _____

Auditors must complete audits following BPI 1200 standards and all other State of Michigan program requirements regarding Auditors. Please also refer to the EA JTA for further guidance. Zone Pressure Diagnostic (ZPD) testing is required for attic spaces. Duct leakage testing is required for mobile homes.

A complete audit utilizes the latest versions of the SWS, CSPM 600. The notes, photos, drawings, and documents from the audit shall be written up in the excel workbook (WB) provided by the program support coordinator at the time of assignment. Photo documentation including: all sides of home, all appliances and venting, bathroom ceiling, basements, band joists, attic and relevant problem areas. Infrared photos of walls and attic spaces is also required year round. *Please make sure that the full furnace, DHW, venting, and fridge are viewable (multiple pictures may need to be taken in tight spaces). Signed forms and notes/drawings must be scanned and inserted into the WB.

A signed and dated Quality Control Checklist must be generated and sent in with all other paperwork.

The auditor must run all applicable information through FACSPRO and WA 8.9. Audits include submission electronically.

BPI Quality Control Inspection Price \$ _____

Verify all work on the work order was completed & in compliance with the SWS, CSPM 600. Please also refer to the QCI JTA for further guidance. Zone Pressure Diagnostic (ZPD) testing is required for attic spaces. Duct leakage testing is required for mobile homes and homes with ducts outside of the thermal boundary.

All documentation shall be written up in the excel workbook (WB) that was supplied at the time of job assignment. Any forms shall be scanned and inserted into the WB. This will include photos of all accessible work completed and any additional work that may need to be addressed or areas of concern. Infrared photos of walls, attics, and air sealing areas are required as well. Any findings or additional measures need to be listed in the WB on the QCI inspection tab.

The Quality Control Checklist must be signed and dated, all approved work shall have a checkmark placed next to the work. The checklist should be sent in with all other documentation.

**WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION INSPECTOR
PRICE SHEET**

Name: _____

Deferral Inspection Price \$ _____

EA will perform "overall site review" to determine if job should or could be deferred. If job is deferred, then Auditor does not continue with the Audit.

Auditor will document deferral based on CSPM 609 and Agency deferral policy and report to Wx Agency. This should take < 1 hour

A deferral home visit is a partial or incomplete audit, no FACSPRO write up is required.

Re-inspections Price \$ _____

Verify corrective or additional work is complete & in compliance with the SWS, CSPM 600, and Michigan Weatherization Field Guide.

Hourly Rate \$ _____

For file review and other miscellaneous tasks

Install Carbon Monoxide (CO) Detector \$ _____

10-year sealed battery

Install Smoke/CO Combo Detector \$ _____

10-year sealed battery

**Selection and Scoring Criteria for
WMCAA Weatherization Inspection Services 2022 RFP**

Scoring for Weatherization Inspector Applicants

IMPORTANT:

Inspectors 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 Inspectors applying to this RFP. Other considerations for acceptance into the WMCAA's Weatherization Inspector Roster may be considered.

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

- | | |
|-------------------|--|
| ____ of 20 points | Experience in the Weatherization Assistance Program <ul style="list-style-type: none"> • 2 points for every year within the last 10 years |
| ____ of 35 points | Relevant Training <ul style="list-style-type: none"> • 5 points for each certificate (<i>Submit certificates with RFP</i>) <ul style="list-style-type: none"> <input type="checkbox"/> State of Michigan Weatherization Lead Safe Work (LSW) Practices <u>OR</u> U.S. EPA Lead Renovate Repair and Painting (LRRP) training. <input type="checkbox"/> State of Michigan Weatherization Health & Safety training [formerly known as Indoor Air Quality (IAQ)/Mold training] <input type="checkbox"/> MIOSHA 10 hour or MIOSHA 30 hour training <input type="checkbox"/> MiTEC Mobile Home Weatherization training <input type="checkbox"/> ASHRAE 62.2 Standards training <input type="checkbox"/> Combustion Appliance Zone (CAZ) training <input type="checkbox"/> BPI Certification (Building Analyst and/or Envelope Professional) |
| ____ of 10 points | Minority-Owned or Woman-Owned Business Status (<i>Submit proof with RFP</i>) <ul style="list-style-type: none"> • 5 points for Minority or Woman Owned Business Status, 10 points for both |
| ____ of 20 points | Competitive Pricing <ul style="list-style-type: none"> • 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% |
| ____ of 15 points | Completed all required RFP documentation and entire Weatherization Inspector Price Sheet |
- Total points _____ out of 100 available

SAMPLE CONTRACT AUDITOR / QUALITY CONTROL INSPECTOR AGREEMENT

THIS AGREEMENT made for the period of August 12, 2016 through June 30, 2018 by Wayne Metropolitan Community Action Agency, 7310 Woodward, Suite 800, Detroit, Michigan 48202 herein after called Agency and between _____, herein called Auditor/QC Inspector.

Statement of Work

The Auditor/QC Inspector shall furnish all supervision, labor, tools, equipment, materials and services, and perform all work required in accordance with the standards set forth by the United States Department of Energy, the Michigan Department of Health and Human Services, Wayne Metro, the Technical Weatherization Policy Manual & Standards (TWP), the Retrofitting Michigan: Standard Work Specifications Field Guide, the National Renewable Energy Laboratory Standard Work Specifications (SWS), the Community Services Policy Manual, 10 CFR 440 Appendix A, and all applicable federal, state, county, and local standards and specifications.

The properties to be contracted for audit/QC inspection will be issued by the Agency as the properties are determined eligible for services. All work is issued on a per-job basis to Auditors/Quality Control Inspectors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the distribution 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.

The Auditor/QC Inspector agrees to inspect said dwellings in a professional, workmanlike and thorough manner at such times and places as designated by the Agency.

General Conditions

1. The Auditor/QC Inspector shall adhere to all program policies and procedures described in the RFP which is attached hereto and incorporated herein.
2. The Auditor/QC Inspector shall be considered an independent contractor and not an employee of the Agency. The Auditor/QC Inspector shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work to be performed under this Agreement.
3. The Auditor/QC Inspector agrees that all Energy Audits and QC Inspections will be performed by himself/herself. No work shall be subcontracted.
4. No work shall begin until the Agency has given its approval to the Auditor/QC Inspector to do so. The Auditor/QC Inspector must achieve Interstate Renewable Energy Council (IREC) accredited QCI certification prior to being assigned QC Inspections. Auditor/Inspectors will have thirty days from execution of this contract to attain QCI (IREC) accreditation. Failure to obtain the QCI (IREC) accreditation will result in termination of this contract.
5. All audits and quality control inspections shall be completed in a professional and thorough manner acceptable to the Agency and shall be performed in accordance with the State and local codes and

procedures outlined in the Technical Weatherization Policy Manual (TWP), Michigan Weatherization Field Guide, Community Services Policy Manual (CSPM), National Renewable Energy Standard Work Specifications, Department of Energy Job Task Analysis, and or any other manual as provided by the WMCAA and the State of Michigan incorporated herein by reference.

6. It will be the responsibility of the Auditor/QC Inspector to conduct the site visit and enter data into the "Inspection TAB" required on the IWC and the NEAT/MHEA audit. Audits must include the completion of the applicable data of the "Inspection TAB" required on the IWC as well as the blower door testing and health and safety inspection/testing. This must be done within **(14)** business days of the site visit. The Auditor/QC Inspector may also be assigned to evaluate the adequacy, effectiveness and quality of work performed (quality control inspections). This must be done within **(14)** business days of the Weatherization Contractors completion of measures to be installed.
7. The Auditor/QC inspector shall perform health and safety inspections and tests, blower door test, Combustion Appliance Zone (CAZ) test, meter and evaluate efficiency of the refrigerator and complete the required forms for each home designated by the Agency.
8. The Auditor/QC inspector shall provide the client with education on energy related habits that may be changed to help reduce the client's energy burden.
9. The Auditor/QC Inspector shall have access to, at their own expense equipment that meets the specifications of the Agency in order to adequately perform audit and quality control inspections. Said equipment shall include the following:
 - 1) Blower Door with a current model digital gauge or approved equivalent
 - 2) Carbon Monoxide Detector
 - 3) Gas/Leak Detector
 - 5) Smoke Pencil for measuring drafts and air flow or preferably an air flow meter
 - 6) Digital Camera
 - 7) Ladders, drill, and general purpose/carpentry hand tools
 - 8) Computer
 - 9) Transportation
10. The Auditor/QC Inspector shall repair all damages by the Auditor/QC Inspector resulting from work under this Agreement at no additional cost to the client or Agency.
11. The Auditor/QC Inspector shall utilize "Lead Safe Work Practices" when performing all work.
12. The Auditor/QC Inspector must complete work within specified date for each job assigned by Agency. At the option of the Agency, the job and/or this Agreement may be cancelled by failure of the Auditor/QC Inspector to complete work by the specified date.
13. The Auditor/QC Inspector shall indemnify, defend and hold harmless Wayne Metropolitan Community Action Agency, 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 Auditor/QC Inspector, its agents, officers or employees, or otherwise arising out of or in connection with Auditor/QC Inspector's performance under this Agreement.
14. The Auditor/QC Inspector 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.

15. The Auditor/QC Inspector 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. 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.
17. The Auditor/QC Inspector shall participate in all trainings as required by the Agency and Michigan Department of Human Services, Bureau of Community Action and Economic Opportunity, Weatherization Division.
18. The Agency may elect to sponsor the selected Auditor/QC Inspector's attendance at a certified training course selected by the Agency. Wayne Metro as the sponsor will pay for participation in the training course and reasonable travel costs in accordance with DOE and WMCAA standards. If the candidate accepts Wayne Metro's sponsorship of this training then they will sign a retention agreement were by they agree to satisfactorily complete the training course and any examinations required and remain actively participating in audit/QC inspections for a period of no less than twelve months following certification. If the Auditor/QC Inspector does not fulfill his or her obligations under the retention agreement, the Auditor/QC Inspector will reimburse Wayne Metro all costs associated with the training as itemized in the agreement.
19. The Auditor/QC Inspector shall maintain full and complete books and records, which shall reflect their operation pursuant to this Agreement. Financial records shall be kept in accordance with generally accepted accounting practices.
20. The Auditor/QC Inspector shall inform the Agency as soon as the following becomes known:
 - a) Probable delays or adverse conditions, which do or may materially, prevent the meeting of the objects of the services herein. This disclosure shall be accompanied by a statement of any remedial action taken or contemplated by the Auditor/QC Inspector.

Compensation

1. For performance under the terms of this Agreement, the Agency will compensate the Auditor/QC Inspector at a rate of \$____ per audit. This fee includes one field follow-up with the contractor. In addition, a one-time fee of \$____ will be paid for a missed client field appointment. If the auditor arrives at the site of a scheduled appointment and is unable to perform the scheduled inspection because the client or their representative has failed to keep or is unprepared for the appointment, then a rate of \$____ service call fee shall be assessed. The auditor involved in the missed client field appointment, must immediately call the office and report the missed appointment to the Weatherization Program Manager. If the consultant is required to complete a QCI on a home, they shall be compensated at a rate of \$____ per completed inspection and \$____ to inspect a call back (GIG). Wayne Metro will not provide fringe benefits. Payment for services rendered under this Contract is subject to the availability of funds.
2. All work is issued on a per-job basis to Auditors/Quality Control Inspectors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the distribution 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.

An Auditor/Quality Control Inspector must meet the following eligibility criteria to be awarded a job:

Work Capacity: The Auditor/Quality Control Inspector must be able to complete the work within the time specified. The Auditor/Quality Control Inspector will have 14 calendar days from the time of the preliminary award notice to complete the Audit or QC Inspection. If at any time the Auditor/Quality Control Inspector has open jobs that exceeds 14 calendar days, no additional work will be issued to that Auditor/Quality Control Inspector until said job is completed.

Quality of Work: Wayne Metro will monitor each contractor's performance and if there are audit findings after job closeout or missed items on the QCI checklist resulting from the audit Wayne Metro may choose to temporarily remove the Auditor/Quality Control Inspector from the regular Roster rotation; or reduce the number of jobs the Auditor/Quality Control Inspector can have in progress; or assign jobs on a probationary period; or terminate the contract.

Refusal of Work: When an Auditor/Quality Control Inspector 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 Auditor/Quality Control Inspector does not have the capacity to complete the work within the required timeframe. If a Contractor refuses one job, the Program may assume that Auditor/Quality Control Inspector does not have capacity and may choose not to offer the next job to that Auditor/Quality Control Inspector. If an Auditor/Quality Control Inspector refuses more than 3 jobs the Agency may choose to temporarily remove the Auditor/Quality Control Inspector from the regular Roster rotation or elect to terminate the contract.

3. No payment shall be made until after satisfactory review and approval of the work by the Agency.
4. Upon completion of all work on a dwelling, the Auditor/QC Inspector shall submit an invoice to the Agency Weatherization Program Manager. Invoices must be submitted within 30 days of the work completed to receive payment.
5. The Agency will make no guarantees of work or production and will issue work on an as need basis.

Performance Evaluation

An Agency Weatherization program staff person shall evaluate the Auditor/QC inspector's work at least once a year. The Agency reserves the right to increase the frequency of the performance evaluation at its discretion and in the best interest of the Weatherization Program. The Auditor/QC Inspector will be evaluated on the following areas:

1. Gas Leak Test in and around the home
2. Ambient Air Test for Carbon Monoxide (CO)
3. Combustion Appliance Zone (CAZ) Testing of all vented combustion appliances
4. Zone Pressure Diagnostic (ZPD) Test when dwelling has attached or "tuck-under" garage



5. ASHRAE 62.2 Standards
6. Indoor Air Quality (IAQ) Assessment
7. Blower Door Test
8. Identify Bypass's vs. Infiltration/Exfiltration (what method was used to determine)
9. Measuring the Dwelling
10. Finished and/or Unfinished Attic
11. Attic Ventilation
12. Foundation Measure
13. Refrigerator Assessment
14. CFL (compact fluorescent light bulb) Assessment for Replacement
15. Health and Safety Measures
 - a. Smoke Detector - identify quantity and area for placement
 - b. Dryer venting
 - c. Other Health and Safety item(s)
16. Notices (IAQ, POTENTIAL HAZARD...)
17. Incidental Repairs
18. Optional Measures
19. Customer/Client Interaction
20. Completeness of Inspection Document
21. Photos and Drawings
22. Completeness of Work Order
23. Completeness of Client Notices
24. Correct LSW Inspection Practices
25. Appropriate Audit Document
26. Transfer of required audit information into FACSPRO Wx Module

Failure to satisfactorily perform the Auditor/QC Inspector performance evaluation may result in cancellation of the Agreement. The Agency at its discretion may suspend the Agreement and allow the Auditor/QC Inspector to request training and technical assistance before conducting a re-evaluation.

Agency

Wayne Metro reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The Agency will make no guarantees of work or production and will issue work on an as needed basis. The Agency further reserve the right to terminate the working relationship with a Auditor/QC Inspector 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.

Contract Requirements

Regulatory and Programmatic requirements: Auditor/QC Inspector 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 additions, all services provided under this Agreement will meet the regulatory and programmatic requirements of the Department of Energy (DOE), Weatherization Assistance Program 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 Technical Weatherization Policy Manual & Standards (TWP); 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 for all matters not specifically covered in this Agreement. The CSPM, as may be amended, will prevail when the manual has policy which contains additional requirements to the cited regulations below:

(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.

Copeland “Anti-Kickback” Act: For all construction or repair contracts awarded, Auditor/QC Inspector 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, Auditor/QC Inspector 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).

Executive Order 11246: For all construction contracts awarded in excess of \$10,000, Auditor/QC Inspector 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).

The Auditor/QC Inspector shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to Title VI and VII of the Civil Rights Act, 42 USC 2000d et seq., and the Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.

The Auditor/QC Inspector shall also comply with the provisions of:

- a. The Americans with Disabilities Act of 1990, 42 USC 12101 et seq.
- b. The Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq.
- c. Section 504 of the Federal Rehabilitation Act of 1973, 29 USC 791 et seq., which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The Auditor/QC Inspector further agrees that every subcontract entered into for the performance of the Agreement will contain a provision requiring non- discrimination in employment, as here specified, binding upon each subcontractor.

- d. HIPAA regulations at 42 CFR Part 160 and Part 164.
- e. Prohibition Against National Origin Discrimination As It Affects Persons with Limited English Proficiency, as published in the Federal Register on August 30, 2000 (65 FR pages 52672-52774).
- f. Unfair Labor Practices of 1980, MCL 423.231, et seq

Pursuant to 1980 PA 278, MCL 423.231, et seq., the Agency shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice

compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. The Auditor/QC Inspector, in relation to the Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, 11 MCL 423.324, the Agency may void any Agreement if, subsequent to award of the Agreement, the name of grantor as an employer or the name of the subcontractor, manufacturer or supplier of grantor appears in the register.

Certifications Regarding Lobbying - As required by section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Auditor/QC Inspector certifies to the best of its knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons influencing or attempting to influence an officer or employee of any department, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant 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 department, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The Auditor/QC Inspector shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
4. The Agency has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Auditor/QC Inspector certifies, to the best of his or her knowledge and belief that no Agency funds have been paid nor will be paid, by or on behalf of the selected applicant(s), to any person for influencing or attempting to influence an officer or employee of any Wayne Metro or State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any Agency contract, the making of any Agency grant, the making of any Agency loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Agency or State of Michigan contract, grant, loan or cooperative agreement.

No member of the Legislature or Judiciary of the Agency or the State of Michigan or any individual employed by the Agency or the State shall be permitted to share in the Agreement, or any benefit that arises from the Agreement.

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

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 Auditor/QC Inspector 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: Auditor/QC Inspector shall permit Wayne Metro, DHS 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, Auditor/QC Inspector 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 DHS 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.

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:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) 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 statute 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 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. Auditor/QC Inspector 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 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, Auditor/QC Inspector shall attach an explanation to this Agreement.

Criminal Background Check: As a condition of the Agreement, the Auditor/QC Inspector certifies that they shall perform the following requirements:

- a) The Auditor/QC Inspector will ensure that a Criminal Conviction History Inquiry Consent Form, National Sex Offender Public Registry Inquiry Consent Form, and Residency and Criminal History Declaration Form be completed for each owner or employee who will work directly with clients under this Agreement, who will work in client homes under this Agreement, or who will have access to client information under this Agreement.
- b) The Auditor/QC Inspector will ensure that all of the required Inquiry Consent Forms are submitted to the Agency at the time of the Agreement signing and immediately upon hiring and/or assigning a new owner of employee to any work related to this Agreement as specified in the previous paragraph.
- c) The Agency will conduct all Criminal Conviction History Inquiries and National Sex Offender Public Registry Inquiries. If these Inquires or the Residency and Criminal History Declaration Form indicate any criminal convictions(s) or other area(s) of concern, the Agency will review the information and determine whether the conviction(s) or concern(s) may or may not be detrimental to the Agency and the Agency's clients. The Agency will then determine if the owner or employee is eligible to ineligible to perform any work related to the Agreement, to include working directly in client homes, or having access to client information under this contract.
- d) The Agency will notify the Auditor/QC Inspector who is ineligible to perform any work related 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 Auditor/QC Inspector 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 Auditor/QC Inspector or any other person(s) for the use thereof.

Confidential Information: Auditor/QC Inspector 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.

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 Auditor/QC Inspector, upon the occurrence of any one or more of the events hereafter specified:

1. The Auditor/QC Inspector makes a general assignment for the benefit of its creditors, or a receiver is appointed as a result of the insolvency of the Auditor/QC Inspector.
2. The Auditor/QC Inspector refuses or fails to complete the work required herein.
3. The Auditor/QC Inspector fails to make prompt payment to subcontractors for material or labor.
4. The Auditor/QC Inspector fails to comply with any applicable federal, state, or local law or regulation.
5. The Auditor/QC Inspector 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 Auditor/QC Inspector 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 Auditor/QC Inspector shall bear all costs and liabilities incurred by the Agency and caused by, or relating to, the Auditor/QC Inspector'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 the Auditor/QC Inspector. 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:

\$100,000 Each Accident; \$100,000 Each Employee for injury by Disease; \$500,000 Aggregated for injury by Disease.

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 the 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 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 Wayne Metro.

Subcontractor Insurance Coverage - Except where the Agency has approved in writing a Auditor/QC Inspector subcontract with other insurance provisions, the Auditor/QC Inspector must require all of its subcontractors under this Agreement to purchase and maintain the insurance coverage as described in this section for the Auditor/QC inspector in connection with the performance of work by those subcontractors. Alternatively, the Auditor/QC Inspector may include any subcontractors under the Auditor/QC Inspector's insurance on the coverage required in this section. Subcontractors must fully comply with the insurance coverage required in this section. Failure of subcontractors to comply with insurance requirements does not limit the Auditor/QC Inspector's liability or responsibility.

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 Auditor/QC Inspector, constitutes the full and complete understanding of both parties. By signing this contract, the Auditor/QC Inspector 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 _____ Date _____
Director of Program Operations

By _____ Date _____
Auditor/QC Inspector

Company Name