



Wayne Metropolitan
Community Action Agency
Established 1971

**REQUEST FOR PROPOSALS
OF
WEATHERIZATION CONTRACTORS
FOR
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION PROGRAM
SERVING WAYNE COUNTY**

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit **full service weatherization contractors** to be determined qualified and selected to be on the Wayne Metropolitan Community Action Agency (Wayne Metro) Weatherization Program Roster serving Wayne County. A full service weatherization contractor is a contractor possessing a State of Michigan Residential Builder's or Maintenance and Alteration License that also meets all minimum qualifications set forth in this RFP. In addition, a full service weatherization contractor must have on staff or a subcontract agreement with a State of Michigan Licensed Mechanical Contractor (HVAC). The Contractor must verify that the subcontractor meets the minimum contractor criteria contained herein.

Selected contractors will be placed on a Roster as eligible to be awarded weatherization jobs on a per-job basis. All prices submitted by awardees of this RFP will be averaged. Contractors submitting RFPs must agree to averaging prices. The award amount for each house weatherized will be determined by applying an average price list derived from all qualified contractors on the Roster to the given job's scope of work. Program staff will offer projects to contractors on the Roster in consecutive fashion to equitably distribute available work among contractors. Contractors must be willing to provide services in the entire Wayne County service area.

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

Private contractors will be responsible to supply labor and material in completing all units. The contractors will have the responsibility to complete these units in a timely manner and in compliance with all applicable federal, state, county, and local standards and specifications. Private contractors that are selected for the Roster are not eligible to serve as a Quality Control Inspector ("QCI") /Auditor for Wayne Metro.

The Contractor will not subcontract the weatherization Installation work other than specialty trades (i.e. HVAC, plumber, and electrician). Wayne Metro reserves the right to approve or disapprove any Contractor/Subcontractor relationship. All subcontractors used by the Contractor are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the Contractor. The Contractor must verify that each subcontractor meets the contractor criteria contained herein. The Contractor is responsible for the performance of any subcontractors who are held to the same standard of quality performance as the Contractor.

ABOUT WAYNE METROPOLITAN COMMUNITY ACTION AGENCY

The mission of Wayne Metropolitan Community Action Agency is to empower people and communities to be strong, healthy and thriving. Wayne Metropolitan Community Action Agency has been providing services to low and moderate income individuals and families since 1971. Since then, Wayne Metro has established a system of diversified programming and funding knowing that Wayne County residents need a source of reliable community support to help them succeed and thrive.

Today, Wayne Metro employees over 300 people and operates more than 50 programs within three core areas: Basic Needs, Youth and Family Services and Community and Economic Development. The agency is proud to provide valuable services to low-income residents throughout Wayne County.

PROGRAM SCOPE AND DESCRIPTION

The Agency provides weatherization services for low-income, single-family households located in Wayne County. Single-family households served may be located in structures containing between one and four dwelling units. Clients served include both owners and renters who meet income eligibility requirements.

By providing weatherization services, the Program aims to:

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

A certified energy auditor will conduct a weatherization audit on each household served and derives the scope of work for the job. The work is contracted out to Contractors competitively selected to be on the Wayne County Weatherization Program Roster through this RFP process. Thereafter, work is awarded through the award procedures described herein to Contractors on the Roster. Contractors complete the work specified according to specifications described herein. A QCI certified inspector will inspect the work and approve it for payment.

FUNDING SOURCES

Funding for weatherization services is provided by the Department of Energy Weatherization Assistance Program (DOE WAP) and the U.S. Health and Human Services LIHEAP (Low-Income Home Energy Assistance Program) and the DTE Energy Efficiency Assistance Program. The DOE WAP and LIHEAP are administered through the State of Michigan Department of Health and Human Services.

REQUIRED WEATHERIZATION ACTIVITIES

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

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

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

- Furnace Replacement

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

Optional measures – Furnace Clean and Tunes, 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.

SPECIFICATIONS SUMMARY

Materials shall be installed in accordance with the specifications and policies outlined in the Michigan Weatherization Field Guide SWS-Aligned Edition, Michigan Department of Health and Human Services Community Services Policy Manual - Weatherization Series, State and local law, and 10 CFR 440 Appendix A, Standards for Weatherization Material. Bidding contractors must be able to provide all measures - labor and materials - specified in the Weatherization Measure Unit Price list in accordance with all applicable federal, state, county, and local standards and specifications. All prices are for weatherization measures installed according to industry and program standards and include labor, material, permits, job site cleanup, overhead, and all other costs. Prices should reflect all costs associated with the contractor's delivery, installation, and administration of the weatherization program. All materials used in the weatherization program must meet the specifications of the various funding authorities. All prices for cellulose insulation materials shall meet federal recycled materials specifications.

The prices submitted should be set at a rate which allows the contractor to install all measures to meet Federal, State, County and local standards and specifications regardless of the techniques or methods used. A warranty must be provided on materials and labor for a period of eighteen (18) months from the date of Wayne Metro acceptance of the work (the work has passed inspection).

The Michigan Weatherization Field Guide Standard Work Specifications (SWS)-Aligned Edition is available for review on the agency’s website at www.waynemetro.org/request-for-proposal/.

SUBMISSION OF PROPOSAL

Request for Proposals must be submitted as defined by this RFP. All submissions are to be emailed with the subject line “**WEATHERIZATION CONTRACTOR PROPOSAL [COMPANY NAME]**”. Submission of documents is a conclusive presumption that the Contractor is familiar with the Request for Proposals and understands and agrees to abide by all of the stipulations and requirements. By submitting the RFP for the Roster, the Contractor accepts all terms and conditions specified herein, as well as all Agency, City, State and Federal regulations and requirements pertaining to the operation of the solicited services. Wayne Metro reserves the right to introduce additional terms and/or conditions as necessary. Contractors must return the RFP intact and complete. Each submission shall be prepared simply and economically, providing a straightforward, concise description of the contractors approach and ability to meet the service area needs, as stated in the RFP and all attached documents. Bidders shall submit one original plus one flash drive with a copy of their complete Request for

Proposal response in pdf format and one Excel copy of Attachment A Weatherization Bid Price Lists and Attachment C Contractor and Subcontractor Certification Tracking Form.

PREPARATION COSTS

All costs incurred in the preparation and presentation of the RFP shall be wholly absorbed by the contractor. All documents submitted will become the property of Wayne Metro.

SIGNATURE

An authorized officer and/or employee of the company legally permitted to represent the company in contracting must sign the RFP. The signature represents a commitment on the part of the company to provide such goods and services offered to Wayne Metro should it be determined that the Contractor meets the qualifications.

SELECTION CRITERIA

A selection Committee will be convened to review the bids and determine the eligibility of the Contractors based upon the criteria stated herein and in the best interest of the Program. The Selection Committee will consist of the Chief Programs Officer, Director of Construction Projects and two members of the Weatherization Program staff. Wayne Metro anticipates selecting approximately 5-8 full service weatherization contractors as a result of this request for proposals. Contractors are required to arrange for specialty subcontractors such as plumbers and licensed electricians as required. The 5-8 Contractors receiving the highest total score will be selected as approved Contractors.

Contractors will be selected for the Roster using a points system based on qualifications, experience and price. The point system selection criteria are included in this packet. Wayne Metro reserves the right to add additional Contractors to the Roster as needed to meet production during the term of the Contractor Agreements resulting from this RFP process. Selection of additional contractors will be made from the remaining pool of qualified contractors that have responded to this RFP and based on the point system included in this packet. Should the pool of qualified contractors resulting from the RFP process not be adequate at any point in time to meet production, Wayne Metro reserves the right to reissue an RFP to add additional contractors to the Roster as needed to meet production.

RIGHT TO REJECT / APPEAL PROCEDURE

Wayne Metro reserves the right to reject any or all RFPs in whole or in part and to waive any informality, or accept any RFP it may deem necessary in the best interest of the Agency. In the event that a Contractor wishes to appeal the result of the selection process, Contractor must follow the appeal procedure contained herein.

JOB AWARDS AND PRICE LISTS

All work is issued on a per-job basis to contractors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the 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.

All prices submitted by awardees of this RFP will be averaged. Contractors submitting RFPs must agree to averaging prices. Each job is a scope of work comprised of the measures and quantities specified by Program staff for a given house. The award amount for each house weatherized is determined by applying an average price list derived from all qualified contractors on the Roster to the given job's scope of work. Contractors must indicate a price for each item on the list (Attachment A). If any required items are left blank, the proposal will be considered incomplete and the proposal may be rejected.

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

JOB AWARD ELIGIBILITY CRITERIA

Once awarded a contract to be placed on the Weatherization Contractor Roster, to be eligible to be awarded a job, a Contractor must meet the following eligibility criteria:

Work Capacity: The Contractor must be able to complete the work within the time specified. The contractor will have 28 calendar days from the time of the preliminary award notice to complete the work so that it is ready for final inspection. If at any time the Contractor has an open job that exceeds 28 calendar days, no additional work will be issued to that Contractor until said job is completed. Exceptions to the 28 day rule may be granted in cases where client is not accessible during work period.

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

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

INITIAL TRIAL JOB(S)

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

UNIT PRICE LIST UPDATES

Wayne Metro may consider updates to price from existing contractors on the Roster on an annual basis. Changes in prices from Contractors must be approved by Wayne Metro and the State of Michigan Bureau of Community Action & Economic Opportunity technical staff. Changes in prices must be submitted to Wayne Metro Assistant Weatherization Director for review/approval 20 days prior to the

end of the annual contract period. Contractors wishing to submit an updated price list shall submit their new list, in its entirety, in electronic spreadsheet format with the changes highlighted.

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

PERFORMANCE EVALUATION

If a job does not pass post inspection, the contractor will be required to fix, repair, clean, or otherwise finish assigned work before payment to the contractor for the job shall occur **and new work issued**. Unsatisfactory work will result in a call back and the call back will be at the expense of the Contractor. The first failed QCI inspection is \$50, the second \$75 and third call back \$150. If the issues are not resolved at the third call back the job will be terminated and the performance bond changed for the necessary work. Wayne Metro may elect to terminate the Weatherization Program Contractor Contract. Additionally, the Contractor is liable for any damages incurred as the result of improperly installed materials or equipment. All call back work must be completed within five business days. All Contractors are required to meet minimum standards in regard to quality of materials purchased in order to weatherize a unit for the Wayne Metro Weatherization Program serving Wayne County. Wayne Metro will utilize a Contractor Evaluation process to monitor the performance of all Weatherization Contractors. The Contractor Evaluation process is explained in Attachment B.

AGENCY

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

REQUIRED TRAINING FOR WEATHERIZATION CONTRACTORS

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

Weatherization Lead Safe Work Practices:

Contractors shall have specialized training and testing in Lead Safe Work Practices ("LSW"). LSW training will be offered on an as needed basis by the State of Michigan; new staff is required to attend training within 180 days of the date they are hired. Those who attend and pass this training will be authorized to supervise, and/or work on the dwellings. Individuals who have not attended one of these training sessions will not be permitted to supervise, and/or work on the homes to be weatherized unless they are accompanied by or in the presence of staff who have attended required training and passed a test for certification. All crew members including subcontractors of the Contractor must obtain LSW certification.

Indoor Air Quality/Mold Training:

Contractors shall receive specialized training in the recognition of conditions that promote mold growth they may encounter in their weatherization work and how best to prevent creating new mold conditions.

New staff is required to attend training within 180 days of the date they are hired. Individuals who have not attended one of these training sessions will not be permitted to supervise, and/or work on the dwellings to be weatherized unless they are accompanied by or in the presence of staff who have attended the required training. All crew members including subcontractors of the Contractor must obtain Indoor Air Quality (“IAC”) certification.

MIOSHA – 10 hour Training:

Training shall be provided by Occupational Safety and Health Administration qualified instructor. The construction “10-hour Occupational Safety and Health training course” is required. Contractor crews and subcontractors who have not attained certification will not be permitted to independently supervise, and/or work on the homes to be weatherized unless they are accompanied by or in the presence of staff who have attained the required certification.

EPA Lead Renovator Repair and Painting Training:

Renovators are certified upon completion of an EPA accredited renovator training course. Their course completion certificate serves as their certification credential. For initial certification, renovators must take an 8-hour training that includes 2 hours of hands-on learning.

To remain certified a renovator must complete a refresher training course before their current certification expires. For recertification, renovators must take a 4-hour refresher training that includes hands-on learning every other time they take the refresher course. Renovators who take the online refresher training will be certified for three years; renovators who take the hands-on training in the refresher course will be certified for five years. If certification expires, the 8-hour course must be taken again to regain certification.

Contractor crews and subcontractors who have not attained certification will not be permitted to independently supervise, and/or work on the homes to be weatherized unless they are accompanied by or in the presence of staff who have attained the required certification.

Retrofit Installer Certification and Crew Leader Micro-certifications

All crew leaders are expected to complete Retrofit Install Certification and Crew Leader Micro-certification with 150 days of contract start. All crew members need retrofit installer certification within one year of contract start.

Additional Training:

Selected contractors agree to obtain any additional training required by United States Department of Energy, the Michigan Department of Human Services, and Wayne Metro during the term of the Contractor Agreement. Contractors will be notified in writing of any additional training and the time period for compliance.

REQUIRED EQUIPMENT FOR WEATHERIZATION CONTRACTORS

Selected contractors must furnish all required tools and equipment to perform necessary weatherization measures and testing, such as but not limited to:

Blower Door(s)

Insulation Hopper(s) with separate controls for air and material

Construction Vehicle(s)

HVAC Combustion Analyzer

Alternate Power Source

Infrared Camera

Electronic device (smartphone or tablet) with internet access for web-based tools and tracking

MINIMUM CONTRACTOR REQUIREMENTS:

DEMONSTRATED EXPERIENCE

Contractors must demonstrate successful past completion of weatherization work similar to that described in this RFP, the Retrofitting Michigan Field Guide and the Technical Weatherization Policy (TWP) Manual. This includes experience insulating, air sealing, duct sealing, blower door and pressure diagnostic testing, installation and ducting of ventilation fans, and minor structural repairs. Contractors are expected to have TWP Manual digitally available at all times on works sites.

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

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

The Program will include customer service and the ability to maintain positive relationships with clients when evaluating the Contractor's experience.

CAPACITY

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

LICENSES

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

1. A Builder's License, OR
2. A Maintenance and Alteration License, AND
3. Mechanical License and/or Mechanical Subcontractor Agreement with License attached.

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

The person/company that is issued the license by the State of Michigan must be the entity that responds to the RFP.

CERTIFICATION

Participating contractors are required to be an EPA Lead-Safe Certified Firm or have an application for certification in process. A copy of EPA Certification or evidence of application and payment submission to EPA for Certification must be submitted in this bid package. If a Mechanical Subcontractor is used, a copy of the subcontractor's EPA Certification or evidence of application and payment submission to EPA for Certification must be submitted in this bid package.

INSURANCE

Appropriate Insurances:

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

COMMERCIAL GENERAL LIABILITY INSURANCE

Minimal Limits:

\$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Injury Limit

\$2,000,000 General Aggregate Limit

\$2,000,000 Products/Completed Operations

Deductible Maximum:

\$50,000 Each Occurrence

Automobile Liability Insurance

Minimal Limits:

\$1,000,000 Per Occurrence

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

Workers' Compensation Insurance

Minimal Limits:

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

INSURANCE INSTRUCTIONS

All required insurance must protect Wayne Metro from claims that may arise out of, are alleged to arise out of, or result from the Contractor's or a subcontractor's performance; be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by 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.

Copies of insurance certificates must be provided with the RFP submission. 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.

BONDED

Contractor must have the ability to secure a Performance and Payment Bond, if awarded a contract, in an amount of \$10,000. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. Contractor must provide evidence of a commitment to be issued a \$10,000 Performance Bond if awarded a contract as a result of this RFP. The Performance Bond must be maintained for the duration of the time the Contractor is on the Roster.

CERTIFICATE OF GOOD STANDING

Certificate of Good Standing (Corporation) or Certificate of Existence (LLC): The Contractor shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau or Articles of Organization (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.) Contractor shall also provide Articles of Organization and a complete list of Board Members and/or officers of the company as applicable.

DEBARRED OR SUSPENDED FROM FEDERAL ASSISTANCE PROGRAMS

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

CRIMINAL BACKGROUND CHECK

Prior to any individual performing work under this Agreement, Wayne Metro shall conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check, a national and state sex offender registry check, and a Central Registry (CR) check for each Contractor, Contractor employee, subcontractor, and subcontractor employee.

The Contractor shall require each employee, subcontractor, and subcontractor employee who works under this Agreement to notify Wayne Metro in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator within 10 days of the event after initial review and approval.

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

CONFLICT OF INTEREST

The Contractor shall notify Wayne Metro 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 Wayne Metro personnel that may be considered a conflict of interest. By signing the RFP, the Contractor is stating that no such relationship exists.

SUBCONTRACTORS

The Contractor must verify for each subcontractor that they meet the minimum contractor criteria contained herein.

ACCESS TO COMPUTER AND EMAIL

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

GENERAL PROVISIONS

Contractors are required to: furnish their own tools; have an alternate power source (portable) for all weatherization jobs; provide for storage of materials being used; acquire permits; furnish their own transportation; document current liability, workers' compensation, and auto insurance; and be licensed and bonded in the State of Michigan. If initially selected and in order to be finalized as a contractor, the following forms must be completed and submitted by the date prescribed at the time of initial selection: a Confidentiality Statement, Certificates of insurance with Wayne Metro as additionally insured as described herein, Subcontractor Agreement and Request for a Criminal Background Check for the Contractor, subcontractor and crew members.

Bid Announcement

This Request for Proposals will be sent electronically to all existing eligible contractors. The RFP will also be available online at www.waynemetro.org/request-for-proposals.

August 1, 2018**Questions Accepted from Bidders through**

Prospective contractors may submit questions in writing until August 20, 2018 at 5 pm by emailing them to jcarmody@waynemetro.org. Answers to questions will be posted to Agency website within 2 business days.

**August 1 – Aug. 20, 2018
5 pm****Pre-Bid Conference – Wayne Metropolitan CAA
138 Cortland, Highland Park MI 48203**

Optional meeting for prospective Contractors for technical assistance and Q & A session.

**August 17, 2018
10 am****Final Answers Posted on Agency Website**

*Answers to all questions submitted in writing or at pre-bid conference will be posted on the agency website.
www.waynemetro.org/request-for-proposals*

**August 21, 2018
5 pm****Bid Packages Due**

Applicants are encouraged to email bids to -
jcarmody@waynemetro.org with subject line:
Weatherization Contractor Proposal [company name].

**August 27, 2018
4 pm**

Or deliver sealed bids to: Wayne Metro CAA
138 Cortland
Highland Park, MI 48203

Clearly mark the envelope:
WEATHERIZATION CONTRACTOR PROPOSAL [Company Name]
No faxed bids will be accepted. No late bids accepted.

Bids Opened (emails printed)**August 27, 2018
4:30 pm****Initial Selection Notification to Contractors****September 7, 2018****Orientation Session**

Mandatory orientation session for all selected contractors. Final documents due may be submitted at this session.

**September 14, 2018
10 am - 12 pm**

**WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
WEATHERIZATION PROGRAM**

CONTRACTOR RFP INSTRUCTIONS & SUBMISSION CHECKLIST

Complete this package and return to Wayne Metropolitan Community Action Agency by **August 27, 2018 – 4:00 pm** for consideration as a contractor. Email submittals are preferred. Submit one original plus one flash drive with a copy of the complete Request for Proposal response in pdf format and one Excel copy of Attachment A Weatherization Bid Price Lists and Attachment C Contractor and Subcontractor Certification Tracking Form.

Company Name:

☐ Contractor RFP

Instructions & Submission Checklist

Minimum Qualifications

(Contractors failing to meet all minimum qualifications will automatically be disqualified from further consideration).

RFP Application

☐ Contractor RFP Application

☐ Contractor Background Information Form

☐ Contractor Capacity –(**Attach** two (2) years of Company tax returns and a most recent financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability).

License (**Attach** copy of current license)

☐ Builders License and/or

☐ Maintenance and Alteration License **AND**

☐ Mechanical License **and/or** Mechanical subcontractor agreement with License attached

* The person/company that is issued the license by the State of Michigan must be the entity that is submitting the RFP.

☐ Contractor and Mechanical Subcontractor must be an EPA Lead-Safe Certified Firm (**Attach** copy of certification or evidence of application and payment submitted to EPA for Certification including certification for Mechanical Subcontractor if applicable)

Insurance (**Attach** up to date certificates up to required limits including those of Mechanical Subcontractor if subcontracting)

☐ Workers' Compensation

☐ Employer's Liability

☐ Comprehensive General Liability

- ☐ Auto Insurance
- ☐ Performance Bond (**Attach** letter from a surety company that they will provide a performance bond in the amount of \$10,000).
- ☐ Certificate of Good Standing (Corporation) or Certificate of Existence (LLC) (**Attach** a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau or Articles of Organization (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture).
- ☐ Certification that company is not federally debarred or suspended (signified by signature on Debarment Certification Form – Attachment D)

Selection Criteria - Points

It is the responsibility of the applicant to submit support documentation that will allow the selection committee to reasonably ascertain whether points should be awarded in a particular category.

- ☐ Item #1 Criteria Point Sheet: Previous weatherization work history completing Weatherization jobs.
- ☐ Item #2 Criteria Point Sheet: Price
- ☐ Item #3, #4, #5, #6, #7, # 8 Criteria Point Sheet: Training
- ☐ Item #9 and #10 Criteria Point Sheet: Women-owned business enterprise and minority-owned business enterprise.

By signing this contractor RFP bid application, I certify that I am legally permitted to represent the company in contracting, fully understand and agree to abide by the terms of the RFP, and certify that I have not been debarred or suspended, or have otherwise been excluded from or deemed ineligible for participation in federal assistance programs. I also certify that the firm has the financial capacity to manage and perform the work described in the RFP. I verify that the answers provided in this application are accurate to the best of my knowledge and hereby authorize Wayne Metro to verify all information provided in this RFP. I certify that neither I, nor any persons holding a key or other position within the company do not have any relationship to or with any Wayne Metro personnel that would be considered a conflict of interest. I have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid.

Signature

Date

Print Name and Title

**Wayne Metropolitan Community Action Agency
Weatherization Program
Contractor Selection Criteria**

Minimum Qualifications

(Contractors failing to meet all minimum qualifications will automatically be disqualified from further consideration).

- Contractors must demonstrate successful past completion of weatherization work similar to that described in this RFP and the Michigan Weatherization Field Guide SWS Edition. Contractor and crew must be familiar with and possess the knowledge and skills identified in the (National Renewable Energy Laboratory) Job Task Analysis to ensure quality work (documented by completing the Contractor Background Information Form)
- Contractors must have the capacity to maintain production and adequate cash flow while awaiting payment. At a minimum, Contractors should be able to carry a minimum of \$50,000 worth of work with the Program beyond any work for or obligations to other entities (Documented by completion of the Contractor Background Information Form and submission of two (2) years of Company tax returns and a most recent financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability. This information will be utilized to determine the Respondent's financial condition and ensure sufficient capital to complete the project).
- Builders License or Maintenance and Alteration License Firm **AND** Mechanical License and/or Mechanical Subcontractor Agreement with license attached (documented by submission of current license and subcontractor agreement)
- Contractor and Mechanical Subcontractor must be an EPA Lead-Safe Certified Firm (Attach copy of certification or evidence of application and payment submitted to EPA for Certification including certification for Mechanical Subcontractor if applicable)
- Insurance for both Contractor and Mechanical Subcontractor if applicable (documented by submission of up to date certificates up to required limits)
- Contractor must provide evidence of a commitment to be issued a \$10,000 Performance Bond if awarded a contract as a result of this RFP (documented by a letter from a surety company that they will provide a performance bond in the amount of \$10,000).
- Certificate of Good Standing (Corporation) or Certificate of Existence (LLC): The Contractor shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities & Commercial Licensing Bureau or Articles of Organization (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- Certification that company is not federally debarred or suspended (signified by signature on the debarment Certification form – Attachment D)

If a Contractor does not convince Wayne Metro that it possesses the above minimum qualifications with the RFP response, Wayne Metro shall deem the Contractor not qualified and the Contractor's proposal will not be scored.

<u>ITEM #</u>	<u>TOTAL POSSIBLE POINTS = 105</u> <i>* In the event of a tie, Wayne Metro may choose to conduct an interview or consider the overall required training certifications presented to make the final determination.</i>	<u>Maximum Points</u>
1.	Previous weatherization work history – (Completing DOE Weatherization jobs with Wayne Metro CAA or for another WAP Agency in good standing and/or years of experience installing weatherization measures).	20 points
2.	Competitive Pricing	20 points
	Training:	
3.	State of Michigan Weatherization Lead Safe Work Training.	10 points
4.	US EPA Lead Renovator Repair and Painting Training.	10 points
5.	State of Michigan Weatherization Indoor Air Quality/Mold Training.	10 points
6.	MIOSHA 10 Hour Training	10 points
7.	BPI Crew Leader	10 points
8.	BPI Retrofit Installer	5 points
	W/MBE Points:	
9.	Woman-owned business enterprise	5 points
10.	Minority-owned business enterprise	5 points



Wayne Metropolitan
Community Action Agency
Established 1971

WEATHERIZATION PROGRAM

CONTRACTOR RFP APPLICATION COVER SHEET

COMPANY INFORMATION		
Contractor's Name (Please Print):		
Company Name:		
Address:		
City, State and ZIP:		
Business Telephone:	Cell Phone:	
Email:		
Corporation <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>
PRINCIPALS OF FIRM <i>(Must be Authorized Officials of the Firm)</i> If Corporation or Partnership – Attach Articles of Incorporation and a complete list of Board Members of the company as applicable. Attach additional pages as needed.		
Name:		Title:
Home Address:		
City, State and ZIP:		
Name:		Title:
Home Address:		
City, State and ZIP:		
Name:		Title:
Home Address:		
City, State and ZIP:		
Name:		Title:
Home Address:		
City, State and ZIP:		

BACKGROUND INFORMATION	
------------------------	--

Date Company Formed:

Number of Full-time Employees:

Is your company licensed as:

☐ **Both** Builders License or Maintenance and Alteration License Firm **and** Mechanical License Firm

Or

☐ Builders License or Maintenance and Alteration License Firm **and** subcontractor agreement with Mechanical License Firm (**ATTACH COPY OF MECHANICAL LICENSE**)

What tasks do you intend to have your own crews perform, and what tasks do you plan to subcontract (attach additional pages as needed)? Note any limitations of your company to provide weatherization services.

Have you ever had your contractor's license revoked? ☐ Yes ☐ No

If yes, please provide details (attach additional pages as needed):

How do you feel about the way the world is right now?	Very good	Good	Bad
	<input type="checkbox"/> V	<input type="checkbox"/> G	<input type="checkbox"/> B

Have you ever been terminated by a Weatherization Assistance Program? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details (attach additional pages as needed):

If yes, please provide details (attach additional pages as needed):

[illegible]

Do you have any prior bankruptcy or insolvency filings within the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details (attach additional pages and documentation as needed):

If yes, please provide details (attach additional pages and documentation as needed):

5	1	15	1	11	CC	C	N	1
---	---	----	---	----	----	---	---	---

Federal Employer Identification Number:

Describe any equipment that is owned that is specific and necessary to the weatherization program. Examples would be a Blower Door, a HEPA VAC, Infrared Camera, and Insulation Blowing Machine.

[illegible]

Describe your company's current capacity to perform weatherization jobs as described in this RFP. Approximately how many jobs can your company complete (ready to pass QCI inspection) in one month?

Please provide the contact information for three professional references that we may contact. **Attach** a reference letter from each reference listed.

Name	Address	Phone Number	Email Address

Item #1 Criteria Point Sheet: Previous Weatherization Work History

Maximum number of points an individual contractor can receive for experience is capped at 20 points.

One full year of previous work experience in good standing completing Dept. of Energy (DOE) weatherization jobs with Wayne Metro and/or another Agency since 2014 will be awarded 20 points.

Do you have at least **one full year** of previous work experience in good standing completing jobs with the Wayne Metro Weatherization Program and/or another Agency completing DOE Weatherization jobs (previous work experience must be no later than 2014)?

☐ Yes

☐ No

AGENCY REFERENCE AUTHORIZATION

Please give us the names, addresses and phone numbers of up to 5 Agencies for whom your company has provided weatherization services:

The provision of these names below signifies that you authorize Wayne Metro to contact the listed agencies. Wayne Metro may contact each agency you list and ask them questions about the years of service, how satisfied they are with the work and your firm's customer relations. This authorization is valid until the conclusion of the contractor selection process. Include the agency name, contact person if available, agency city, and phone number. **To receive the points above you must include a verification letter that clearly identifies the number of years of service, approximate number of jobs completed and reference (Sample Verification Letter on next page). Other forms of documentation will be considered by the selection committee.**

Name of WAP/LWO	Address	Phone Number	Dates of Work History

Previous Weatherization work experience With Wayne Metro's Weatherization Program?

☐ Yes ☐ No

If yes with Wayne Metro how many years? _____

OFFICE USE ONLY

Records reviewed and certified by: _____,
that (insert contractor name) _____ has had
previous work history with the WMCAA Weatherization Program no later than
2014 and is in good standing with the program. Number of years: _____

Previous Weatherization Work History Verification

*Note - Print on WAP Program Letterhead

Date: _____

To Wayne Metropolitan Community Action Agency:

Please be advised that _____ has provided weatherization
(Contractor Name)

specific measures with the _____ Weatherization Program
Name of WAP / LWO

during the following program years:

Please list years of service: _____
_____.

Total Number of Years of Service: _____ Approximate Number of Jobs Completed _____

The above identified contractor performed weatherization work in good standing with our DOE Weatherization Program.

Authorized Signature: _____

Print Name: _____ Title: _____

Email: _____ Phone #: _____

**Years of Experience installing Non-WAP Weatherization Measures
(2 points per year up to 5 years since 2014)**

Please note that the maximum number of points for previous work experience (both WAP and Non-WAP) is capped at 20 points.

Do you have previous work experience in good standing providing Weatherization Installation services comparable to those described herein (previous work experience must be since 2014)?

☐ Yes

☐ No

If yes, for how many years since 2018 (check all years that apply)?

☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017 ☐ 2018

Attached documentation that demonstrates your company provided weatherization services in each year marked. **Attach** contact information Wayne Metro can use to verify the information provided. Provide a detailed description of the types of weatherization installation services provided, the number of units completed, and the dollar amount of the services for each year marked. Include the percentage the weatherization services represented of your business for each year.

Item #2 Criteria Point Sheet: Competitive Price

Complete the following Weatherization Site Built Work Sheet (Attachment A)
(maximum 20 points)

Contractors are to fill out and submit as part of the RFP, A Weatherization Site Built Work Sheet. Please complete Attachment A.

Work Sheets need to be filled out completely. Please be sure to separate the Labor and Material costs into the proper column. Pricing will play a vital role in the selection of Contractors; failure to complete the Price Work Sheets may render the RFP **void** of any consideration. For the purposes of scoring, each Contractor's pricing will be evaluated based on the following method: The following eight commonly installed items from the Unit Price Bid Form will be used to establish whether or not the Contractor's pricing is competitive:

Weatherization Measures – for a 36'x30' house with 8' ceilings	Unit	Price (Price includes all materials, labor, permit fees)	Quantity	Total
Open Attic: blown cellulose R-30	sq. ft.		1080 sq. ft.	
Wall Insulation: blown cellulose R-13 (2x4 construction, all exterior siding types)	sq. ft.		1056 sq. ft.	
Box sill seal with 1" Foam & install fiberglass batts R-13	ln. ft.		Box band sill 132 ln. ft. standard 8" box sill	
3" foam and box sill	Per box		1	
3" foam and band sill	Ln ft		Band sill 132 ln ft standard 8" band sill	
Steel replacement entry door with window (w/lockset, deadbolt, caulking, interior and exterior trim)	each		1 door	
Furnace 92%+ eff. (Replacement of existing draft-vented furnace or replacement of 92% furnace with new 90%+ rated, NG or propane fuel type, size range from 35,000 BTU and up. Pricing to include tow-pipe or concentric air/vent, a code approved chimney liner installed to correct venting for DHW tank and appropriate disposal of condensates.	each		1	
Boiler-Hot Water-Complete	each		1	
ASHRAE 62.2: New cut in; use existing circuit; install ASHRAE compliant continuous vent fan.	each		1	
Total				

The Contractor's submitted cost for each of the eight commonly installed measures will be compared to the average price submitted for all contractors scored within this RFP. An average of the total eight weatherization items cost comparison will be used to establish how many points the Contractor earns for this section.

- Contractors 0-5% lower than average (20 points)
- Contractors more than 5% lower than average (15 points)

- Contractors up to 5% higher than average (5 points)
- Contractors more than 5% above average (0 points)

One of Wayne Metro's objectives in procurement of weatherization contractors is to obtain labor and materials at the best value, taking into account not only the competitiveness in price, but also compliance with Michigan Field Guide Manual requirements and reliability of performance. It is not in the interest of Wayne Metro to accept an **unreasonably** low or high bid. Wayne Metro will review the entire price list (Attachment A) and reserves the right to reject bids that are determined to be priced **unreasonably** low or **unreasonably** high. If prices are determined to be **unreasonably** low or high Wayne Metro may invite the bidder to provide clarification or justification or any information which may be helpful in explaining why the price is not unreasonably low or high. You will not be allowed to introduce any changes to the original bid.

Once selected as a Contractor, all work is issued on a per-job basis to contractors on the Roster in consecutive fashion and other award eligibility criteria as described in this RFP. All prices submitted by awardees of this RFP will be averaged. Contractors submitting RFPs must agree to averaging prices. Each job is a scope of work comprised of the measures and quantities specified by Program staff for a given house. The award amount for each house weatherized is determined by applying an average price list derived from all qualified contractors on the Roster to the given job's scope of work. Price list adjustments will be considered on an annual basis. Contractors must indicate a price for each item on the list. If any required items are left blank, the proposal will be considered incomplete and the proposal may be rejected.

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

Materials shall be installed in accordance with the specifications and policies outlined in the TWP and the Standard Work Specifications. Bidding contractors must be able to provide all measures specified in the Work Sheets in accordance with all applicable federal, state, county and local standards and specifications regardless of the techniques or methods used. All prices are for weatherization measures installed according to industry and program standards and include labor, material, permits, job site cleanup, overhead, 18 month warranty and all other associated costs. A warranty must be provided on materials and labor for a period of eighteen (18) months from the date of Wayne Metro's acceptance of the work (the work has passed inspection). All materials used in the weatherization program must meet the specifications of the various funding authorities. All prices for blown insulation materials shall be for materials that meet federal recycled materials specifications.

Item #3, #4, #5, #6, #7, # 8 Criteria Point Sheet: Training

Complete Attachment C – Contractor/Subcontractor Certification Tracking Sheet and attach a copy of each certificate identified below.

Total Number of employees including owner/principal that will supervise and install weatherization measures? _____

Total Number of HVAC Subcontractor employees including owner/principal that will supervise and install HVAC? _____

Lead Safe Weatherization Work Practices (LSW) Training

Are you or your crew members including the Mechanical Subcontractor and crew trained in Lead Safe Weatherization Work Practices (LSW)?

☐ Yes ☐ No

If yes, how many crew members including owner/principal have LSW training? _____

If yes, how many HVAC subcontractor crew including owner/principal have LSW training? _____

Attach each certificate. Include LSW training certification information on the Contractor Certification Tracking Form (Attachment C).

(10 points – 100% prime and subcontractor; 5 points At least one certified crew member of the prime contractor)

Lead Safety for Renovation, Repair and Painting (LRRP) Training

Are you or your crew members including the Mechanical Subcontractor and crew trained in Lead Safety for Renovation, Repair and Painting (LRRP)?

☐ Yes ☐ No

If yes, how many crew members including owner/principal have a LRRP Certification? _____

If yes, how many HVAC subcontractor crew including owner/principal have LRRP training? _____

Attach each certificate. Include LRRP training certification information on the Contractor Certification Tracking Form (Attachment C).

(10 points – 100% prime and subcontractor; 5 points – At least one certified crew member of the prime contractor)

State of Michigan Weatherization Indoor Air Quality/Mold Training

Are you or your crew members including the Mechanical Subcontractor and crew trained in State of Michigan Weatherization Indoor Air Quality/Mold Training?

☐ Yes ☐ No

If yes, how many crew members including owner/principal have IAQ Certification? _____

If yes, how many HVAC subcontractor crew including owner/principal have IAQ training? _____
Attach each certificate. Include IAQ training certification information on the Contractor Certification Tracking Form (Attachment C).

(10 points – 100% prime and subcontractor; 5 points – At least one certified crew member of the prime contractor)

MIOSHA 10 Hour Training

Are you or your crew members including the Mechanical Subcontractor and crew trained in State of Michigan OSHA Training?

☐ Yes ☐ No

If yes, how many crew members including owner/principal have MIOSHA Certification? _____
If yes, how many HVAC subcontractor crew including owner/principal have MIOSHA training? _____

Attach each certificate. Include MIOSHA training certification information on the Contractor Certification Tracking Form (Attachment C).

(10 points – 100% prime and subcontractor; 5 points – At least one certified crew member of the prime contractor)

Building Performance Institute (BPI) Certified Crew Leader Training

Are you or your crew members a BPI Certified Crew Leader?

☐ Yes ☐ No

If yes, how many crew members including owner/principal have BPI Crew Leader Certification? _____ Attach each certificate. Include BPI Crew Leader certification information on the Contractor Certification Tracking Form (Attachment C).

(10 points – at least one BPI Crew Leader with the prime contractor)

Building Performance Institute (BPI) Certified Retrofit Installer Training

Are you or your crew members a BPI Certified Retrofit Installer?

☐ Yes ☐ No

If yes, how many crew members including owner/principal have BPI Retrofit Installer Certification? _____

Attach each certificate. Include BPI Retrofit Installer certification information on the Contractor Certification Tracking Form (Attachment C).

(5 points – at least one BPI Retrofit Installer certified crew member with the prime contractor)

Item #9 and #10 Criteria Point Sheet:

Women-owned business enterprise (5 points)

Minority-owned business enterprise (5 points)

Is your company a woman-owned business enterprise that is at least 51% owned and operated by a woman. **Attach documentation of business ownership or registration with a women's business enterprise program.**

☐ Yes

☐ No

Is your company a minority-owned business enterprise that is at least 51% owned and operated by a minority. **Attach documentation of business ownership or registration with a minority business enterprise program.**

☐ Yes

☐ No

**Wayne Metropolitan Community Action Agency
Weatherization Program
Contractor Appeal Procedure**

If you have not been selected as a contractor for the Wayne Metropolitan Community Action Agency and you believe that your application was not selected for reasons you can refute through documentation, you have the right to appeal using the following procedure.

1. Each contractor applying to work with the weatherization program will receive either a selection or non-selection letter indicating the reason for non-selection.
2. If you are not selected as a contractor, you have the right to appeal by submitting a letter to the Wayne Metro's Chief Program Officer 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.
3. The Wayne Metro's Chief Programs Officer will review the appeal information and respond in writing.
4. If after receiving the decision from the Chief Program Officer you still do not agree with the decision, you may appeal to the Wayne Metro Chief Executive Officer. Appeals to the CEO must be in writing and should be made within 10 days of the date the Director of Program Operations decision letter was mailed to you. The decision reached by the Chief Executive Officer represents the final determination to be made by the Agency level, and the Contractor will be notified in writing of this decision. A copy of this decision will be forwarded to the Board of Directors.
5. If you are not satisfied with the decision rendered by the Chief Executive Officer, 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.

SAMPLE CONTRACTOR AGREEMENT

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

Statement of Work

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

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

General Conditions

1. The Contractor shall perform the work described in the contract which includes the Contractor's Bid and any other related Contract documents which are attached hereto and incorporated herein. Further the Contractor shall adhere to all program policies and procedures described in the RFP which is attached hereto and incorporated herein.
2. No work shall begin until the Agency issues a written Job Order to the Contractor.
3. The Contractor will not subcontract the weatherization Installation work other than specialty trades (i.e. HVAC, plumber, and electrician). Wayne Metro reserves the right to approve or disapprove any Contractor/Subcontractor relationship. All subcontractors used by the Contractor are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the Contractor. The Contractor must verify that each subcontractor meets the contractor criteria contained herein. The Contractor is responsible for the performance of any subcontractors who are held to the same standard of quality performance as the Contractor.
4. The Contractor must complete work within the specified date for each job order assigned by the Agency. At the option of the Agency, this Contract may be cancelled by failure of the Contractor to complete work by the specified date.
5. Materials shall be installed in accordance with the standards set forth by the United States Department of Energy, the Michigan Department of Health and Human Services, Wayne Metro, the Michigan Weatherization Field Guide Standard Work Specifications Edition, 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.
6. Contractor must provide all measures - labor and materials - specified in the Weatherization Measure Unit Price list in accordance with all applicable federal, state, county and local standards and specifications. All prices are for weatherization measures installed according to

industry and program standards and include labor, material, permits, job site cleanup, overhead and all other costs. Prices should reflect all costs associated with the contractor's delivery, installation, and administration of the weatherization program. All materials used in the weatherization program must meet the specifications of the various funding authorities. All prices for cellulose insulation materials shall meet federal recycled materials specifications.

7. All weatherization retrofit installers and crew leaders must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTAs).
8. The Contractor hereby acknowledges that it has access to and a working knowledge of the Michigan Weatherization Field Guide Standard Work Specifications (SWS)-Aligned Edition, the National Renewable Energy Laboratory Standard Work Specifications (SWS) and the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTAs). In addition, the Contractor hereby agrees to comply with all the specifications, requirements, terms and rules contained in the documents.
9. The Contractor shall indemnify, defend and hold harmless Wayne Metro, its agents, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including but not limited to attorneys' fees and interest, which any of them at any time sustain or incur by reason of any act or omission to act of Contractor, its agents, officers or employees, or otherwise arising out of or in connection with Contractor's performance under this Agreement.
10. The Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin, and will comply with all federal, state and local laws, regulations and requirements concerning same.
11. The Contractor shall utilize "Lead Safe Work Practices" when performing all weatherization work.
12. The Contractor shall guarantee the work performed for a period of 18 months from the date of final acceptance of all the work required by the Agreement.
13. The Contractor shall repair all damages by the Contractor resulting from work under this Contract at no additional cost to the client or Agency.
14. In the interest of efficiency and expediency, the Program may issue award notifications and other critical communications via email. The Contractor must be able to maintain the capability to receive and respond in a timely manner. In addition, the Program and Contractor together will maintain a list of crew, certifications, licenses, and insurance through a shared electronic file. The Contractor shall have the capability to manage, update, and submit their price lists and contractor crew certifications in electronic spreadsheet format.
15. The Contractor shall respect the privacy and confidentiality of all Wayne Metropolitan Community Action Agency clients by securing all hard copy and electronic data containing client information and by discussing these clients in a professional context only.
16. The Contractor shall, with respect to the Agency, be considered an independent contractor and, as such, shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work.

17. Should any dispute arise with respect to the terms of this Agreement or with respect to work performed here under, including but not limited to claims of improper workmanship or use of improper materials or of any loss sustained by the Agency, such dispute shall be resolved by Binding Arbitration. Both parties shall equally share the cost of Arbitration. The matter shall be submitted to the American Arbitration Association, Detroit, Michigan, which shall act as sole Arbitrator of the dispute. The final decision of the Arbitration shall be final and conclusive upon both parties.

Initial Trial Job(s)

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

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

1. Certified energy auditor completes the audit and derives the scope of work for a job. Scope of work is reviewed/approved by agency staff and is entered into the FACSPRO database- Wx Module- work order queue.
2. Bid process is run in FACSPRO database, using the current Roster Average unit prices for the quantities of work in the project Scope. The Roster Average Unit Price List is based on the prices submitted by each Contractor selected for the Roster.
3. All work is issued on a per-job basis to contractors on the Roster in consecutive fashion and other award eligibility criteria. The first consideration in the award of jobs is sequential order as the contractor appears on the Roster; the second consideration is production, which includes the total number of jobs in progress among all contractors. Jobs at any given point in time will be evenly distributed up to the **individual contractor's current capacity and performance** in the order the names appear on the Roster.

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

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

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

Inspection Passage Rate: The Agency tracks each contractor's rate of passing final inspections of jobs completed over the preceding 3-month period. If the contractor has an initial inspection passage rate below 90% for jobs completed over the preceding 3-month period, the Agency may choose to temporarily remove the Contractor from the regular Roster rotation; or

reduce the number of jobs the Contractor can have in progress; or assign jobs on a probationary period; or terminate the contract.

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

4. Contractor who receives the preliminary award notice contacts the Agency within three (3) business days of receipt of the preliminary award notice, to confirm its acceptance of the job or to refuse the job. This is accomplished by signing and returning the preliminary award notice.
 - a. The Contractor may contact the Agency with questions about the job.
 - b. The Contractor may visually inspect the job location by doing a “drive by” of the site.
5. If the contractor refuses the job, the Agency will send a preliminary award notice to the next contractor, and that contractor begins at step 4.
6. Once the contractor accepts the job by signing and returning the preliminary award notice, the Agency moves the job to Job Assigned queue. The contractor then arranges the work with the occupant.
7. During the course of the job, the Agency may do an “in-progress” inspection of the work to ensure it is being carried out according to specifications. The Agency will arrange such inspections with the Contractor, should the Contractor’s presence be required.
8. The contractor completes the work within the timeframe specified and notifies the Agency when the work is ready for final inspection. A certified Quality Control Inspector (QCI) inspects the work.
 - a. If all work passes inspection, QC inspector approves the job for payment.
 - b. If work does not pass inspection, QCI inspector specifies additional work to be done to bring work up to specifications. The contractor has five (5) business days to make the necessary modifications/corrections and arrange for reinspection.
9. The Contractor submits its invoice for payment.
 - a. The scope of work showing the measures and prices (including change order items—see below) must be submitted along with the Contractor’s invoice, and the amounts must match.
 - b. Along with the invoice, the Contractor submits other documentation required by the Agency (Contractor’s Warranty, Certificate of Insulation, Lien Release, etc.).
10. The Agency shall pay approved invoices for work that has passed inspection usually within 30 days of receipt from the Agency Weatherization Program to the Accounting Department.

Unit Price List

1. All prices submitted by awardees to the Weatherization Contractor Roster will be averaged. Each job is a scope of work comprised of the measures and quantities specified by Program staff for a given house. The award amount for each house weatherized is determined by applying an average price list derived from all qualified contractors on the Roster to the given job's scope of work.
2. All weatherization measures not specified on the price list will be negotiated with the contractor on a job by job basis (e.g., time and materials) or prices will be requested through a supplemental bid. The Agency reserves the right to delete any such measure if the price is deemed to be inappropriate. Other materials not included on the price list may be substituted on a case by case basis with the Agency's prior approval.

Unit Price List Updates

1. The Agency may consider updates to price from existing contractors on the Roster on an annual basis. Changes in prices from Contractors must be approved by Wayne Metro and the State of Michigan Bureau of Community Action & Economic Opportunity technical staff. Changes in prices must be submitted to the Agency Weatherization Program Manager for review/approval 20 days prior to the end of the annual contract period. Contractors wishing to submit an updated price list shall submit their new list, in its entirety, in electronic spreadsheet format with the changes highlighted.
2. The Agency may add additional contractors to the Roster as needed to meet production requirements. The addition of contractors to the Roster could change pricing. Contractors will be notified in advance of any job award of any price changes.

Performance Evaluation

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

Change orders

1. Due to the nature of the work, there may be cases where changes to the scope of work are necessary during the course of a job. Typical causes of such change orders include:
 - Items that could not have been assessed accurately by the Contractor or Agency staff until walls were opened up, access areas added, wiring exposed, etc.
 - Items that the client refuses part way through the job.
2. These items are handled through change orders, according to the following procedures:
 - Change orders must be authorized by the Agency in advance on the IWC. Authorization can be initiated verbally but must ultimately be in writing and signed off by the Agency and Contractor on the IWC Change Order tab.
 - Change orders must be comprised of measures on the unit price list, and will be paid at the same rates as the average unit prices.
 - If applicable, a new QC checklist may need to be created.
 - Exception: If repairs are required beyond the normal installation of items

on the unit price list, they are to be completed on a time and materials basis. All weatherization measures not specified on the unit price list will be negotiated with the contractor on a job by job basis (e.g., time and materials) or prices will be requested through a supplemental bid. The Agency reserves the right to delete any such measure if the price is deemed to be inappropriate.

- Because the Average Unit Price List may change unit pricing during the course of a job, pricing on change orders are handled as follows:
 - *Deletions* of items in part or whole that existed in the original scope of work will be made using the prices at the time of the award.
 - *Additions* of items that did not appear on the original scope of work, or additional quantities of existing items, will be made using the unit prices at the time the change order is approved.
- 3. In the event of a change order, the Agency will send out a revised scope of work showing all additions and deletions, including quantities and prices (See Exhibit 2 – Change Order Form). The Contractor will include this revised scope of work along with its final invoice, and all totals must match.

Liquidated Damages for Failed Inspections, Late Job Completion

1. The Agency incurs costs for repeat inspections and job delays. Therefore, the Agency may deduct the following from Contractor invoices:
 - If a job does not pass post inspection, the contractor will be required to fix, repair, clean, or otherwise finish assigned work before payment to the contractor for the job shall occur **and new work issued**. Unsatisfactory work will result in a call back and the call back will be at the expense of the Contractor. The first failed QCI inspection is \$50, the second \$75 and third call back \$150.
 - If the issues are not resolved at the third call back the job will be terminated and the performance bond changed for the necessary work. The Agency may elect to terminate the Weatherization Program Contractor Contract. Additionally, applicant is liable for any damages incurred as the result of improperly installed materials or equipment. All call back work must be completed within five business days.
 - **\$25 per business day** that the work is not completed by the deadline specified, unless it is for reasons beyond the Contractor's control (e.g. client non-responsiveness or non-cooperation). The Contractor must notify the Program in advance of any conditions preventing timely completion of the work.

Criminal Background Check

1. Prior to any individual performing work under this Agreement, Wayne Metro shall conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check, a national and state sex offender registry check, and a Central Registry (CR) check for each Contractor, Contractor employee, subcontractor, and subcontractor employee.
2. The Contractor shall require each employee, subcontractor, and subcontractor employee who works under this Agreement to notify Wayne Metro in writing of criminal convictions (felony or

misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator within 10 days of the event after initial review and approval.

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

Agency

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

Contract Requirements

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

- (a) 10 CFR Part 440, Department of Energy Weatherization Assistance for Low Income Persons Program Regulations.
- (b) 10 CFR Part 600, Financial Assistance Rules for Department of Energy.

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

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

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act: For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, CONTRACTOR hereby agrees to comply with the

Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

Rights in Data and Patent Rights (Ownership and Proprietary Interest): Wayne Metro shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by CONTRACTOR pursuant to the terms of this Agreement, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Agreement.

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

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

Examination and Maintenance of Records: Contractor shall permit Wayne Metro, MDHHS or any of their authorized agents access to the facilities being utilized at any reasonable time during regular agency business hours and/or regular hours of service delivery to observe the operation of the program. Further, in accordance with 10 CFR 600.242, Contractor shall retain all books, records or other documentation relevant to this Agreement for six (6) years after the date the final State of Michigan financial status report has been submitted by Wayne Metro under this Agreement. Federal auditors and any persons duly authorized by Wayne Metro and the MDHHS shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the six year period and extends past that period, all documents shall be maintained until the audit is complete.

Assurances:

1. Certification Regarding Lobbying

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. DRUG-FREE WORKPLACE

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

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

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

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

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

(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.CONTRACTOR certifies that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2.Where the prospective primary participant is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Agreement.

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

Confidential Information: Contractor shall not publish or otherwise disclose, except to Wayne Metro and except matter of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by any particular person or establishment can be identified, except with the consent of such person or establishment.

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

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

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

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

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

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

Insurance

Appropriate Insurances:

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

COMMERCIAL GENERAL LIABILITY INSURANCE

Minimal Limits:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 General Aggregate Limit
\$2,000,000 Products/Completed Operations

Deductible Maximum:

\$50,000 Each Occurrence

Automobile Liability Insurance

Minimal Limits:

\$1,000,000 Per Occurrence

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

Workers' Compensation Insurance

Minimal Limits:

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

INSURANCE INSTRUCTIONS

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

All certificates of insurance and duplicate policies shall contain the following:

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

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

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

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

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

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

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

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

Bonded

At the time of contractor signing the Contractor must provide a Performance and Payment bond in an amount of \$10,000. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. The Performance Bond must be maintained for the duration of the time the contractor is on the Roster.

Contractor's Sworn Statement and Waivers of Liens

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

Contract Documents and Modifications

1. 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

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

Signatures

By _____
Director of Construction Projects

_____ Date

By _____
Contractor

_____ Date

Company Name

Exhibit 1

Weatherization Program LSW and Change Order					
					Contractor:
Last Name		First Name		Job Number	
House #	Street Name	#unit/Lot #	City	Zip	
Phone #					
LSW (Labor, Equipment and Supplies)					
Costs Associated with Lead Safe Work Practices:					
Change (Give Detailed reason for change)					
Note: All changes from the original IWC work order must be approved in writing via this CHANGE ORDER FORM. CHANGE ORDERS can only be granted by the Lead Inspector or WX Director. All change orders are to be submitted first to the Lead Wx Inspector. Any work performed before a Change Order has been approved and any cost associated with that work will be the responsibility of the contractor. A copy of Change order is required on file.					
Change orders may be written under the following conditions.					
1. The contractor is unable to complete certain aspects of the job due to unforeseen circumstances (i.e., finding a wall that has already been insulated)					
2. The contractor discovers an area that should be insulated or vented that was not specified in the original contract. These should always be reported to our office ASAP.					
3. The contractor discovers measures and/or areas that were not address on the original work order. Such work should only be done with written permission from Wx Director					
4. Change orders do not have to be completed for additional air sealing (supported by SIR and <\$50) to obtain more favorable blower door readings, however must be detailed on the IWC work order.					

Change Order Permission:		Granted	<input type="checkbox"/>	Denied	<input type="checkbox"/>
Contractor Signature				Date	
Wx. Inspector Signature				Date	
Wx. Director Signature				Date	
Note.					

WAYNE METROPOLITAN COMMUNITY ACTION AGENCY
RFP Attachments

- **Attachment A Weatherization Bid Price Lists (Site Built Homes and Mobile Homes)**

Separate electronic fillable Bid Price Lists are available online at

www.waynemetro.org/request-for-proposals/.

- **Attachment B Contractor Evaluation Process**
- **Attachment C Contractor and Subcontractor Certification Tracking Form**
- **Attachment D Certification Regarding Debarment, Suspension and Other Responsibility Matters**

Weatherization Measures				
Wx Measures and Description Major Bypass		Unit	Labor	Material
ACCESSSES ETC				Total
Cut attic access, plywood, batt and ws and trim (batt to level of insulation installed)	each			\$ -
Cut Kneewall Access, plywood, batt, ws, trim, and hardware (batt to level of insulation installed)	each			\$ -
Replace Plywood, batt and Ws	each			\$ -
Batt and Ws attic access or kneewall doors	each			\$ -
Treat full size walkup/cellar door w/s bumb or sweep, insulate and visqueen	each			\$ -
Install CS access door,(existing opening) treated plywood, batt and hardware	each			\$ -
Batt and Ws existing CS access	each			\$ -
Install Pulldown stairway (new), boxed, insulation, and hardware and trim	each			\$ -
Pull down stairway - boxed, insulation and hardware or stairway cover	each			\$ -
Box Attic Fan - Complete with pulley system,	each			\$ -
Air Seal Attic Fan from interior - Reusable Plastic, etc.	each			\$ -
Note: All door and window replacement cost shall include disposal of old material, applicable permits, etc. and work performed in accordance with Lead Safe Work regulations. WXS (Weatherstrip) denotes metal-backed vinyl product attached with screws and caulked.				
DOORS				
Steel Replacement entry door (w/lockset, deadbolt, peepview, caulking,interior and exterior trim)	each			\$ -
Steel Replacement entry door w/1 lite (w/lockset, deadbolt, caulking, interior and ext. trim)	each			\$ -
Steel replacement Prehung door (lockset, deadbolt, peepview, WXS, caulking, interior trim)	each			\$ -
and exterior brick mold)				\$ -
Wood Solid Door (w/lockset,deadbolt, peepview, caulking, interior trim)	each			\$ -
Double, Patio Door (replaced only in extreme cases)	each			\$ -
Replace or install Lockset or Deadbolt (When installed without Door)	each			\$ -
Door Threshold - Treated or Oak	each			\$ -
Re-inforcement or Mod Kit	each			\$ -
Door Jamb complete	17ft			\$ -
Door Jamb Dutch	ft			\$ -
Door or Window Casing (trim)	ft			\$ -
Brick mold	ft			\$ -
Door and Window Stop (also 1 x for repairs)	ft			\$ -
2 x 4 - for excessive access framing	ft			\$ -
WINDOWS - SIR Driven 1 or Greater				
Window Retrofit must be itemized and no more thtn amount listed				
White vinyl Vert DH or Horiz. slider window incl. caulking, interior and ext. trim, (LSW additional)	sq. ft.			\$ -
White vinyl Picture window incl. caulking, interior and ext. trim, (LSW additional)	sq. ft.			\$ -
Glass replacement SS(price is sq. inch and includes installation & glazing)	sq. inch			\$ -
Glass replacement DS (price is sq. inch and includes installation & glazing)	sq. inch			\$ -
Pulley Seals	each			\$ -
Window Sill replacement	ft			\$ -
Window Apron	ft			\$ -
Basement prime window replacement with Glassblock (includes vent) mortared in place	U.I.			\$ -
Board over basement window (w/treated lumber)	each			\$ -
DRYWALL, PATCHING and VARIOUS BYPASS SEALING				
Drywall Repair-Walls (including prep) drywall, tape & mud 1 coat (over 4 sq. ft)	sq. ft			\$ -
Drywall Repair-Ceiling (including prep) drywall, tape & mud 1 coat (Over 4 sq. ft)	sq. ft			\$ -
Flat Rate - Repair Wall / Ceiling (1 sq. to 4 sq. ft)	each			\$ -
Flat Rate - Patch hole in Wall or Ceiling (each area) 1 sq. Ft or less	each			\$ -
Stuff wall opening for Balloon Frame Top Or Bottom - vinyl faced insulation , reflextix, or air seal bags	Ln Ft.			\$ -
Seal Rafter Runs in Kneewall at floor(with vinyl -faced insulation, reflextix or air seal bags	Ln Ft.			\$ -
Seal Rafter Runs in Kneewall at floor with Foam	Ln Ft.			\$ -
Seal wall opening for Balloon Frame Top Or Bottom - Foam	Ln Ft.			\$ -
Patch Plumbing Runs - Reflextix, vinyl, caulk or foam (less than 6"x6" opening) Bath, Kitchen and Utility	per home			\$ -
Patch Plumbing Runs - Reflextix, vinyl, caulk or foam additional Bath, Kitchen or Utility	each			\$ -
Seal Flues at wall or ceiling (caulk, metal, etc)	each			\$ -
Seal Milk Chutes	each			\$ -
Seal Coal Chutes	each			\$ -
Seal AC Unit at Window (3/4 Plywood, Caulk. Etc)	each			\$ -

ATTACHMENT A
Wayne Metro Price List

Seal and Red Tag Fireplace	each			\$ -
Infiltration - SIR Driven 1 or Greater (to include major bypass)				
Weatherstrip door (WXS - screw on aluminum weatherstrip w/vinyl flange)	each			\$ -
Weatherstrip door Magnetic	each			\$ -
Bumper threshold - aluminum w/vinyl insert (on wood or concrete sill)	each			\$ -
Door sweep - aluminum w/triple flap	each			\$ -
Check, fit, free door (includes adustment of strikeplate, hinges, door to open/close freely)	each			\$ -
Check, fit, free window	each			\$ -
Storm door closer	each			\$ -
Storm door handle and latch	each			\$ -
Storm door windchain	each			\$ -
Regular door or storm door strike plate	each			\$ -
Sash Locks (cam-style)	each			\$ -
Caulking - remove old and apply new paintable caulk (per lineal foot)	lineal ft.			\$ -
Glaze window - clean, point and glaze	lineal ft.			\$ -
Weatherstrip window (v-style)	each			\$ -
Install air conditioner cover	each			\$ -
Drop off air conditioning cover	each			\$ -
Switch plate or outlet cover (includes gasket)	each			\$ -
Barrel bolts, installed (When used sepeate of any other application)	each			\$ -
Boxsill Foam for air sealing 8" cavity	each			\$ -
Boxsill Foam for air sealing 6" cavity	each			\$ -
Foam Insulation	In ft			\$ -
Misc. Infiltration Repairs: (Labor Cost per hour) -	per hour			\$ -
Health and Safety				
Dryer vent Hood only -existing opening (plastic, single flap- no tin, includes caulking)	each			\$ -
Dryer vent w/flex transition duct, 2 elbows, clamps- replace existing up to 8' (incl. caulking)	each			\$ -
Dryer vent w/ridgid duct, 2 elbows, clamps - replace existing up to 8' (incl. caulking)	each			\$ -
Dryer vent w/ridgid duct - complete (cut new opening)	each			\$ -
Exhaust fans - duct, insulation and roof jack	each			\$ -
Smoke Detector 10 year battery only	each			\$ -
Carbon Monoxide Detector - 10 year battery only	each			\$ -
Louvered Door for Combustion Purposes	each			\$ -
Duct only for exhaust fan with insulation	each			\$ -
Pressure relief Valve	each			\$ -
Pressure relief leg	each			\$ -
Flame sheid for H2O tank	each			\$ -
Lead Safe Weatherization Cost (LSW) - \$300 is the Maximum cost per job that charged	each			\$300.00
Duct / Pipe Insulation				
Install duct insulation (R-3 minimum) - Reflectix or equivalent (sq ft)	sq. ft.			\$ -
Install pipe insulation (R-3.5 minimum) (lin. ft)	lineal ft.			\$ -
Duct Sealing / Repair				
Filter End Cap Magnetic	each			\$ -
Replace Return Air Boot	each			\$ -
Secure and seal ducts w/mastic or quality metal take	In ft.			\$ -
Reconnect/secure loose duct (per duct)	each			\$ -
Seal off unused duct	each			\$ -
Replace heat register grill w/metal grill	each			\$ -
Duct Replacement - Basement	per room			\$ -
Duct Replacement - Crawl or attic - Uninsulated	per room			\$ -
Duct Replacement - Crawl or attic - Insulated	per room			\$ -
Wall Insulation - SIR Driven 1 or Greater				
Installation of blown wall insulation includes all necessary preperation: Removal and reattachment of siding, drilling, plugging or filling. Plugging drilled holes (mortar holes if blown thru brick) Includes permits, fees, etc... as applicable.				
	Unit	Labor	Material	Total
Blown cellulose: R-13 Dense Pack All Siding Types and multiple stories	sq. ft.			\$ -
Fiberglass batts: R-13 (open frame)	sq. ft.			\$ -
Install S-type fuse w/adaptor (15 amp)	each			\$ -
Set up charge if Walls are already insulated	flat			\$ -
Attic Insulation - SIR Driven 1 or Greater				
	Unit	Labor	Material	Total

Installation of blown attic insulation includes the following basic attic preparation: Barrier chimney, access(s) and heat sources. Block eaves/soffits to prevent insulation from covering soffit vents. Flag depth (300') electrical junction boxes and other critical structures. Includes permits, fees, etc. and certificate, as applicable.				
Open attic: blown cellulose R-11	sq. ft.			\$ -
Open attic: blown cellulose R-19	sq. ft.			\$ -
Open attic: blown cellulose R-30	sq. ft.			\$ -
Open attic: blown cellulose R-38	sq. ft.			\$ -
Open attic: blown cellulose R-49	sq. ft.			\$ -
Open attic: Install fiberglass batts.R-11	sq. ft.			\$ -
Open attic: Install fiberglass batts.R-19	sq. ft.			\$ -
Open attic: install fiberglass batts R-30	sq. ft.			\$ -
Open attic: install fiberglass batts R-38	sq. ft.			\$ -
Open attic: install fiberglass batts R-49	sq. ft.			\$ -
Floored attic: blown cellulose to fill 2"x4" cavity	sq. ft.			\$ -
Floored attic: blown cellulose to fill 2"x6" cavity	sq. ft.			\$ -
Floored attic: blown cellulose to fill 2"x8" cavity	sq. ft.			\$ -
Kneewalls: Install fiberglass batts.R-11 min	sq. ft.			\$ -
Rafter Runs: Tube slopes to dense pack 2" X 4" rafter	sq. ft.			\$ -
Rafter Runs: Tube slopes to dense pack 2" X 6" rafter	sq. ft.			\$ -
Additional Attic Insulation / Ventilation	Unit	Labor	Material	Total
Attic Prep: Major - Extensive knob & tube, extensive # recessed lights, ceiling drops	per hour			\$ -
Remove existing insulation and disposal. (price is per sq ft)	sq. ft.			\$ -
Install 60 or 77 sq.in. NFA slant back roof vent - cut opening in roof (color to match existing, bird proof)	each			\$ -
Cut opening and Install standard size gable vent in wood	each			\$ -
Cut opening in aluminum or vinyl (install J channel) and install standard size gable vent	each			\$ -
Replace existing standard size gable vent:	each			\$ -
Rescreen existing gable vent (w/hardware cloth-no window screen)	each			\$ -
Install soffit vent - one story: 8" x 16"	each			\$ -
Install soffit vent - 4"x16"	each			\$ -
Install Ridge Vent	ln ft.			\$ -
Install Roof Jack - Only	each			\$ -
Cut opening between attics (large enough to access adjacent attic)	each			\$ -
Foundation Insulation - SIR Driven 1 or Greater	Unit	Labor	Material	Total
Boxsill Insulation R-19	ln ft.			\$ -
Boxsill seal with 1" foam & insulation R13 Batt	per box			\$ -
Floor/Perimeter Insulation R-13 includes visqueen	sq. ft.			\$ -
Floor/Perimeter Insulation R-19 includes visqueen	sq. ft.			\$ -
Add R-30 Fiberglass to floor joist cavities (includes bat rod supports@ 2' apart)	sq. ft.			\$ -
Additional Foundation Insulation / Ventilation	Unit	Labor	Material	Total
Install 6 mill Visqueen on ground - overlap seams 12" & up wall 6" (per sq ft) When addressing w/out insulation	sq. ft.			\$ -
Replace existing Foundation Vent - manual type	each			\$ -
Install new Foundation Vent - remove block manual type	each			\$ -
Replace existing Foundation Vent - automatic	each			\$ -
Install new Foundation Vent - remove block automatic	each			\$ -
Compact Fluorescent Light Bulbs (Installed) SIR Driven 1 or Greater	Unit	Labor	Material	Total
LED Bulb-15-23 watt (energy star rated, lead free)	each			\$ -
Storm Windows - SIR Driven (In Window retrofit)	Unit	Labor	Material	Total
Exterior Aluminum vertical or horizontal 3-track slider (w/screen) - includes caulking	sq ft			\$ -
Picture window O.S.R. (outside removal) - includes caulking	sq ft			

HVAC Contractor Prices and Specifications

Pricing for furnace replacements shall include all materials and labor for the following:

Furnace Replacement	Includes removal of existing furnace, proper disposal of all materials off-site, (excluding asbestos), and the installation of a new furnace sized in accordance with manufacturers' instructions, trade practices and applicable codes. Unit pricing shall also include thermostat, all electrical supply and control wiring, gas piping, pressure check and adjustment, vent connections and ductwork transitions including a readily accessible filter rack or cabinet with removable air-tight cover. Pricing to include a code approved chimney liner installed to correct venting for furnace and/or DHW tank (if applicable). This shall include a chimney liner up to 25 ft.
Contract requirements	A copy of the permit must be submitted with final invoice for payment. Contractor must place on the appliance (in plain view) a sticker indicating the name and phone number of the contractor, date of installation, and a certification that the system was installed in accordance with governing code requirements.
Labor warranty and client education	Warranty information and operating instructions must be provided to the occupant and/or homeowner indicating a minimum 18 month labor warranty. The contractor shall also give the client/homeowner operating, care and maintenance instruction of the newly installed furnace, including any maintenance required to maintain warranty coverage.
Furnace information	HVAC contractors are required to list brand names, furnace types and specific rated AFUE of furnaces on this form.
Permits	Pricing will also include permits and /or related fees that would be incurred.

Replacement Furnace Pricing

80+ Induced Draft

Pricing for 80+% eff.	Replace existing furnace with new 80%+ AFUE rated, NG or propane fuel type, size range from 35,000 BTU and up. Pricing to include a code approved chimney liner installed to correct venting for furnace and/or DHW tank (if applicable).
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	Labor	Material	Total
Furnace Complete as listed 80+			\$ -

Condensing / Sealed Combustion

Pricing for 92+% eff.	Replacement of existing draft-vented furnace or replacement of 92% furnace with new 90%+ AFUE rated, NG or propane fuel type, size range from 35,000 BTU and up. Pricing to include two-pipe or concentric air/vent, a code approved chimney liner installed to correct venting for DHW tank (if applicable), and appropriate disposal of condensate.
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	Labor	Material	Total
Furnace Complete as listed 92+			\$ -

Mobile Home Furnace

	Labor	Material	Total
Pricing for Mobile home, 80+% eff.	Replacement of existing furnace with new 80%+ AFUE rated, NG or propane fuel type, size range from 20,000 BTU to 80,000 BTU input.		\$ -

Boiler

	Labor	Material	Total
Boiler - Hot Water - Complete			\$ -
Boiler Steam - Complete			\$ -

Wayne Metropolitan Price List

A clean and tune shall consist of the following:

* Check for gas, oil, and/or water leaks; check for leaks in the heat exchanger; pre-testing and post-testing including carbon monoxide test, efficiency test, draft test, and a smoke test (for oil); check venting system; check ducts/pipes (supply and return); check power supply/wiring; check for safety factors (i.e., clearance from combustibles); ensure adequate fuel supply to the control valve; clean the fire tubes, burner ports, heat exchanger, squirrel cage, combustion chamber, cabinet, blower housing and motor; adjust burner and gas input (set the manifold pressure to manufacturer's recommendations); adjust the pilot light and/or adjust the combustion blower (for power blower); replace the filter(s) if necessary; lubricate fans, motors, and pumps; check and adjust and/or replace belts (if worn); check and adjust thermostat; check blower and high limit controls; check the pressure regulator; adjust burner air shutters; use a Bacharach, Testo, Dwyer, or equivalent for setting furnace efficiency; check the temperature rise (make sure the rise is within the range listed on the furnace rating tag); and adjust the heat anticipator with the use of an amp probe.

* A typical tune-up should result in a clean squirrel cage, return air plenum, combustion chamber, cabinet, heat exchanger, gas burners, oil filters, return air filter, etc. The above tune-up would result in a proper BTU input, replacement of defective wiring leading to the heating unit, oil pump pressure set at 100 psi or in accordance with the manufacturer's recommendations, replacement of the orifice if the unit is over or under fired, repair or replace sections of the venting (chimney) system that are ineffective/unsafe, ensure proper draft, ensure/adjust combustion efficiency, properly operating limit controls/automatic fuel safety shut-off/boiler controls, properly matched thermostat heat anticipator, etc. After the tune-up, the furnace should be performing within 5 percent of the manufacturer's AFUE rating or a minimum 70 percent, steady state efficiency.

* T&T no disassembly of the unit except access panels. Any loose material and cobwebs removed and typical tune-up work completed.

* Once the unit has been serviced, the service person must place a sticker on the heating unit, in plain view, certifying that the system has been properly serviced. The sticker shall indicate the date of service and the name and phone number of the service contractor.

Note:

* Any repairs requiring charges in excess of the established fee must be approved by Wayne Metro Weatherization Director.

* Before commencing with any work, the service person shall determine that there are no unvented heating units in the residence. If there are, the gas line to the unit shall be disconnected and capped off (after obtaining client's permission) before proceeding with any other work.

A Review of the H2O tank to ensure No leaks and the flue system is proper. **All paper work should be agency approved and the efficiency tape provided if used.		Total
Clean & Tune		
Test & Tune		
Service Call		

Miscellaneous Mechanical Repairs			Labor	Material	Total
Low Water Cutoff	If installed separately w/o boiler	Each			\$ -
Auto Feeder	If installed separately w/o boiler	Each			\$ -
Chimney Liner when called for without equipment replacement		Ln Ft			\$ -
Flue Pipe Replacement		Each			\$ -
Furnace Filter		Each			\$ -
Furnace Filter 4-6 Inch		Each			\$ -
Gas Valve or Shut off valve replacement		Each			\$ -
Set back T-stat		Each			\$ -
Regular Thermostate		Each			\$ -

Pricing for Water Heater (DHW) replacements shall include all materials and labor for the following:	
Reference column	Replacements shall include the removal of existing tank, proper disposal of all materials off-site (excluding asbestos) and installation of new tank-type water heater. Installation of new water heater will be in accordance with manufacturer's instructions, trade practices and applicable codes. Unit price will include electrical supply control wiring, gas piping, temperature and pressure check and adjustment, vent connections and water connections. Price will also include a code approved chimney liner installed to correct venting for DHW tank (if applicable).
DHW replacement	A copy of the permit must be submitted with final invoice for payment. Contractor must place on the appliance (in plain view) a sticker indicating the name and phone number of the contractor, date of installation, and a certification that the system was installed in accordance with governing code requirements.
Contract requirements	Warranty information and operating instructions must be provided to the occupant and/or homeowner indicating a minimum 18 month labor warranty. The contractor shall also give the client/homeowner operating, care and maintenance instruction of the newly installed water heater.
Labor warranty and client ed	Contractor is required to list brand names, model or type, and specific rated Energy Factor on this form.
Manufacturer information	Pricing will also include permits and /or related fees that would be incurred.
Permits	Mechanical permits per local code requirements

	Gas Fired - NG or Propane		Labor	Material	Total
Standard	Standard atmospheric draft, 40 gal., tank type, DHW -10 year warranty	efficiency noted			\$ -
Energy Star	Energy Star Rated 40 gal., tank type DHW	Not used			\$ -
Power Vented	Power Vented, 40 gal., tank type, DHW				\$ -
Closed System	Sealed Combustion, 40 gal., tank type, DHW (includes air intake)				\$ -

	Electric		Labor	Material	Total
Standard	40 Gal., tank type, DHW				\$ -

	Mobile Home - Sealed Combustion		Labor	Material	Total
Mobile type, gas fired	Closed combustion, 40 Gal., Tank type, certified for mobile home use (including venting and through floor combustion air supply).				\$ -

Reference column	ROOF REPAIR
Labor & Materials	1. All roof labor shall be warranted for a period of not less than 5 years unless a problem is determined to be the result of defective labor or poor workmanship; then labor and materials shall be warranted for a period equal to the manufactures material warranty for a correct installation. Shingles shall carry manufactures warranties of no less than 30 years. Three tab or architectural shingles are acceptable per client's choice.
Venting	2. Ridge and soffit venting will be installed when ridges are available in lieu of can or pot venting. Can venting is acceptable when attic or roof design does not allow air flow to ridge of attic or roof.
Drip & Boots	3. New drip edge and vent pipe boots shall be installed with all roof replacements.
Decking	4. For roof covering replacements, roof will be stripped down to decking and inspected for any water damaged or broken areas. These areas shall be replaced with new OSB that matches the thickness of existing decking materials.
Structural	5. When rafters, rafter tales or other structural members are found to be water damaged, broken or otherwise weakened (rotten), they shall be repaired by "sistering" or fastening new structural members along side the existing member or be replaced per local building code requirements.
Ice& Water	6. Ice and water shield shall be installed from eave edge to a point at least 24" inside the exterior wall line, per State building code requirements.
Felt	7. 30# felt or superior code approved under-layment material shall be installed before shingle installation over bare decking surface.
Fascia & Soffit	8. Replace rotten or broken fascia and soffit with pressure treated wood or cedar and wrap, paint or cover to match existing.
Flashing	9. All flashing, ice & water shield in valleys and eave edges shall be installed in compliance with latest local and state building code requirements. Flashing shall not be installed on the exterior of siding, excluding masonry flashing. Also, New step, wall & counter flashing shall be installed at chimneys, dormers and wall sections that rest on roof plains.
Permits	10. Permits will be required as specified by state and local building codes and a copy will be submitted by contractor to Weatherization Project Manager with invoice.
Pitches	11. Any roof pitches under 3/12 shall have ice and water shield underlayment installed over entire roof where shingles are used. Shingles shall not be installed on roof pitches under 2.5/12. Rolled roofing is acceptable as per local building code requirements and torch-down, membrane or other code approved seamless roofing materials are acceptable.
Planked Decking	12. Existing roof decking is plank style if gaps of more than 1/2" will normally constitute entire roof decking installation. If contractor can install roof materials and still meet warrantee requirements he or she may elect not the install new decking over entire roof. Copies of manufacturers installation instructions allowing this practice shall be submitted with invoice.

All roof pricing will include the following:

LSW	Compliance with the State of Michigan Lead Safe Weatherization (LSW) work practices is required on homes built before 1978.
Refuse	Work site clean up and proper disposal of nails and refuse, caused by work, during and after work is completed.
Quality	Compliance with state and local building codes is required for all workmanship and materials. All work will be inspected for compliance. In the event these specifications and the local building code are not the same, the more strict specification shall be followed.

Roof Repair Prices			
	30 year Asphalt Shingle	sq	
	30 year Architectural Shingle	sq	
	Replace Roof Sheating (boards	sq. ft	
	Rafter Tail repairs,(sistered) installed	each	
	Complete Rafter Repair (sistered 2x6- nimum, installed)	each	
	Permit fee as charged		
	Tear off over 2 layers sq.	sq	

ASHRAE 62.2-2013 Compliant Vent Systems			
	Labor	Material	Total
Replace Existing fan with ASHRAE compliant continuous vent fan.			\$0.00
New cut in; use existing circuit; install ASHRAE compliant continuous vent fan.			\$0.00
New cut in and new circuit to existing panel; install ASHRAE compliant continuous vent fan.			\$0.00
ASHRAE compliant continuous vent system (CVS//Skuttle) installed in return air.			\$0.00

Specifications:

All fans/systems must be installed to manufacturers specs and all applicable codes.

All fans to be exhausted out of the home with 4" rigid (smooth wall), warm air pipe with R-6 insulation sleeve.

Price is to include all labor, materials.

Work Order from WMCAA will specify location of fan, cfm output and other applicable specifications.

All fans, whether new or existing location, will be switch controlled and labeled.

If a permit is required the actual cost of the permit will be reimbursed.

Copies of all applicable permits must be supplied to Wayne Metro.

Manufactured Home Measures					
Wx Measures and Description - SIR DRIVEN 1 OR GREATER		Unit	Labor	Material	Total
Infiltration, Repair and Sealing Measures					
	Replace Combination Door (w/Storm) - includes lockset,deadbolt, putty tape, interior trim	each			\$ -
	Replace Mobile Home Door (exterior swing) includes lockset, putty tape, interior trim (as applicable)	each			\$ -
	Replace Water Heater Compartment door (hinged w/latch, metal both sides) includes putty tape	each			\$ -
	Lockset or Deadbolt (When installed without Door replacement)	each			\$ -
	Replace Prime Window - Aluminum Single hung or Horizontal-Complete - Under 100 UI	each			\$ -
	Replace Prime Window - Vinyl, insul glass, white, Double Hung-Complete-Over 100 United Inch	each			\$ -
	Replace or Install Self Storing Strom -Complete under 100 UI	each			\$ -
	Replace or Install Self Storing Strom -Complete Over 100 UI	each			\$ -
	Replace Interior Storm Window - includes turnbuttons,caulk trim-	each			\$ -
	Replace Clips - Interior Storm Window	each			\$ -
	Replace window Gear Box or operator arm	each			\$ -
	Install window or door casing and caulk	lineal ft.			\$ -
	Caulk existing window casing/trim	lineal ft.			\$ -
	New metal drip cap for door or window	each			\$ -
	Seal Ductwork with mastic	lineal ft.			\$ -
	Seal or repair floor register boot connections at floor and trunk with mastic - per register	each			\$ -
	Seal end of trunk line with ductboard or sheetmetal and mastic NO PLASTIC INSU. PILLOWS!)	each			\$ -
	Replace floor register with metal type	each			\$ -
	Install Return Air Grille On Furnace Door Outside of Door Only, In Front Of Blower	each			\$ -
	Seal Floor Register Cavity In Front Of Furnace	each			\$ -
	Floor repair/replacement - minimum cost per area (3 ft or less)	flat			\$ -
	Floor repair/replacement - additional cost per square foot	sq. ft.			\$ -
	Furnace or DHW tank chimney flashing (at ceiling) - METAL	each			\$ -
	Replace or repair rodent barrier (w/flex-mend, tyvek, or equivalent)	sq. ft.			\$ -
	Paneling for Walls or Ceilings (4X8 Sheet)	per sheet			\$ -
	Window Sill replace or repair	each			\$ -
Mobile Home Insulation Measures SIR DRIVEN 1 OR GREATER		Unit			Total
	Ceiling Insulation-(If existing is less than R-11) - Additional Set-up Cost per job	set up			\$ -
	Ceiling Insulation-(If existing is less than R-11) - Blown-in Fiberglass to fill roof cavity	sq.ft			\$ -
	Wall Insulation (If space exists and existing is less than R-9) Set-up Cost per job	set up			\$ -
	Wall Insulation (If space exists and existing is less than R-9) install 3.5" F/G batt using lexan panel	sq.ft.			\$ -
	Wall Insulation (If space exists and existing is less than R-9) Blown-in Fiberglass	sq.ft.			\$ -
	Belly/Floor Insulation - (if existing is less than R-19) Set-up Cost per job	per job			\$ -
	Belly/Floor Insulation - (if existing is less than R-19) Blown-in Fiberglass to fill cavity	PER BAG			\$ -
	Belly Insulation - Fiberglass Batts R-19 with rodent barrier	sq. ft			\$ -

Contractor Evaluation Process

In an effort to maintain the highest quality of work possible, Wayne Metropolitan Community Action Agency (Wayne Metro) uses a contractor evaluation process. The contractor evaluation will target three key areas of concern: timeliness, quality of work and invoicing. Within these three key areas there will be five benchmarks that each contractor will be required to meet.

Timeliness

The Contractor must be able to complete the work within the time specified. The contractor will have 28 calendar days from the time of the preliminary award notice to complete the work so that it is ready for final inspection. If at any time the contractor has an open job that exceeds 28 calendar days, no additional work will be issued to that contractor until said job is complete.

Quality of Work

The quality of work completed by the contractor will be evaluated utilizing three benchmarks. The first of which will be the condition of the work site. The Contractor shall keep the premises broom clean and orderly during the course of the work and remove debris daily. The second benchmark will be whether the project passes the first QCI Inspection. The third benchmark will be customer relationship and satisfaction.

Invoicing and File Documentation

Invoices submitted by the contractors are expected to be accurate and accompanied by appropriate backup. Contractors will be held accountable for all required file documentation including, but not limited to, LSW documentation, change order form, permits, pictures, LRRP paperwork, Insulation Certificates and any other required file documentation.

Benchmark Evaluation

Contractors will be evaluated by either meeting benchmarks or not meeting benchmarks. One point will be given for each of the five benchmarks achieved. Four methods of benchmark evaluation will be used across jobs. Each of the individual jobs will be evaluated on the five benchmarks.

1. The contractor has failed to meet three benchmarks on any job.
2. The contractor has failed to meet the same benchmark three or more times.
3. The contractor has failed to maintain a 3.5 average on benchmarks.
4. The contractor has failed to maintain an inspection passage rate of 90% for jobs completed over the preceding 3-month period.

Based on the results of the contractor evaluation Wayne Metro may choose to temporarily remove the Contractor from the regular Roster rotation; or reduce the number of jobs the Contractor can have in progress; or assign jobs on a probationary period; or terminate the contract.

Attachment B

		Date:						
		Contractor Name						
			Benchmarks					
	Job #	Program	1	2	3	4	5	Total
1								0
2								0
3								0
4								0
**			0	0	0	0	0	0
			Benchmarks Key					
			1. All work is completed and invoiced within 28 calendar days of issuance/notification					
			2. Work site is clean and free of excessive debris.					
			3. Passes first QCI Inspection for the job.					
			4. No issues between client and contractor.					
			5. All required file documentation, paperwork and pictures are complete and submitted with invoice.					
			Row ** will be used to determine if there are specific areas that need improvements.					

Attachment C

Company Name:

General Contractor Weatherization Crew	Crew Leader	Status of
--	-------------	-----------

General Contractor Weatherization Crew (Type Full Name):		Owner or Staff	Crew Leader (Yes or No)	Status of Certification(s)	Weatherization LSW	LRRP	IAQ	OSHA	BPI Crew Leader	BPI Retrofit Installer
			Issued Date:							
			Expiration Date:							
			Issued Date:							
			Expiration Date:							
			Issued Date:							
			Expiration Date:							
			Issued Date:							
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			Issued Date:							
			Expiration Date:							

Attachment C

Subcontractor Contractor Certification Tracking Form

Prime Contractor Company Name:

HVAC Subcontractor Company Name:

Business Liscence:

Expiration Date:

ID #:

Mechanical Contractor License

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Insurance:

Producer:

Term Date:

General Liability

Workers Compensation and Employers Liability

Automobile Liability

EPA Lead-Safe Certified Firm:

Issued On:

Expires:

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General Contractor Weatherization Crew (Type Full Name):	Owner or Staff	Crew Leader (Yes or No)	Status of Certification(s)	Weatherization			
				LSW	LRRP	IAQ	OSHA
			Issued Date:				
			Expiration Date:				
			Issued Date:				
			Expiration Date:				
			Issued Date:				
			Expiration Date:				
			Issued Date:				
			Expiration Date:				
			Issued Date:				
			Expiration Date:				
			Issued Date:				
			Expiration Date:				
			Issued Date:				
			Expiration Date:				

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below. Applicants should also review the instructions for certification included in the regulations before completing this form, signature on this form provides for compliance with certification requirements implementing Federal Executive Order 12549 and guidance issued in the *Federal Register*, Volume 70, No. 168, pages 51863 through 51880 for "Government wide Debarment and Suspension (Nonprocurement)." The certification shall be treated as a material representation of fact upon which reliance will be placed when Wayne Metro determines to award the covered Weatherization Contractor Agreement.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions.

- (1) The prospective primary participant 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 a 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 a 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF CONTRACTOR	LEGAL COMPANY NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

Attachment D

Instructions

1. By signing and submitting this form, the prospective participant is providing the certification set out on the Certification Regarding Debarment, Suspension and Other Responsibility Matters" in accordance with these instructions.
2. Consequences of False Certification - The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. Errors in Certifying. - The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. Definitions and Further Guidance - 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 section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations or you may refer to the *Federal Register*, Vol. 70, No. 168, pages 51863–51880.
5. Certification Extends to Subcontractors - The prospective participant agrees by submitting this form 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 department or agency with which this transaction originated.
6. Certification Included in Subcontracts - The prospective participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Reliance on Certification - A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transition, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. New System of Records Not Required - Nothing contained in the foregoing should 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.
9. Consequences for Use of Ineligible Subgrantees - Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier 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 department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.