

# REQUEST FOR PROPOSAL

#6822

## Inspection Services for the Weatherization Program For

### Washtenaw County Office of Community And Economic Development

Issued By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main Street  
Ann Arbor, MI 48104

Angela O. Perry  
Purchasing Manager  
(734) 222-6768



**Proposal Submitted by:**

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*Please type Bidder's Company Name & include as proposal cover*



## WASHTENAW COUNTY

### Finance Department

#### Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764  
[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

## RFP #6822

February 12, 2015

Washtenaw County Purchasing Division on behalf of the Office of Community and Economic Development is issuing a sealed RFP #6822 for the US Department of Energy Weatherization Assistance Program.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and three (3) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Basement  
Ann Arbor, MI 48104**

**By Tuesday, March 3rd, 2015 at 4:00 pm EST**

A **Pre Bid meeting** will be held at the OCED offices located at 415 W. Michigan Ave Suite 2200 Ypsilanti MI 48197 on Tuesday February 24<sup>th</sup> at 3:30pm

**Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.**

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#6822**"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to [perrya@ewashtenaw.org](mailto:perrya@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Aaron Kraft **via e-mail only** at [krafta@ewashtenaw.org](mailto:krafta@ewashtenaw.org)

Thank you for your interest.

**PROPOSAL INFORMATION**

**I. PROPOSAL DEFINITIONS**

**Definitions**

<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
<b>“Contractor/Vendor”</b>	One who contracts to perform services in accordance with a contract
<b>“County”</b>	Washtenaw County in Michigan
<b>“Department”</b>	Washtenaw County Office of Community and Economic Development

**II. TERMS**

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

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F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of one (1) year, with an option to renew an additional one (1) year(s), pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

K. If the Contractor is not selected for this RFP, he or she will be notified by letter. The decision can be appealed to the Washtenaw County Administrator.

**Vendor Appeal Process**

- Unsuccessful bidders may appeal an award of contract, lease or purchase order to the County Administrator.
- All appeals shall be made in writing to the County Administrator within five (5) business days of the Notice to Award.
- The County Administrator shall take necessary actions to review the appeals and respond to the individual submitting an appeal

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within five (5) business days. This response shall be documented in writing in the bid file.

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**III. VENDOR SPECIFICATIONS**

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder. Please attach separate pages titled 'Addenda A, B, C and D'

- A. Describe the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

Bidder shall provide proof of qualifications including certifications earned (BPI, Resnet etc). Bidder shall also include documentation of all qualifications that support their ability to meet BPI's requirements to challenge the QCI and/or Auditor written and field exams, these requirements can be found at: [http://www.bpi.org/professionals\\_advanced.aspx](http://www.bpi.org/professionals_advanced.aspx)

(Attach as Addendum A)

- B. Staff performing these services must own certain specialized equipment.

Please list all Weatherization related testing equipment owned by the contractor.

(Attach as Addendum B)

- C. List three (3) work related references. Please include name, contact email and phone number. Preferably references will be from persons or agencies for whom the applicant has completed Energy Audits or Weatherization program inspections.

(Attach as Addendum C)

- D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum D)

**IV. AWARD**

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

As the Michigan Weatherization program adopts new standards and required qualifications training may become available to the select contractors. The

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County may or may not be able to provide compensation for attendance to training opportunities.

The County will require the successful bidders to sign an inspector retention agreement. The retention agreement may include the following language. The County will require the successful bidders to sign an inspector retention agreement. The retention agreement may include the following language

1. Washtenaw County when possible will provide DOE T&TA funds to cover the cost of Contractor's participation in the Training Course, limited to the following:
  - a. Reasonable travel costs in accordance with DOE standards;
  - b. Costs of attendance to training.
2. Contractor shall satisfactorily complete the Training Course and any examinations required thereto;
3. Contractor shall remain actively employed or actively participate in completing weatherization inspections Washtenaw County for a period of no less than twelve (12) months following completion of the Training Course. Completing Weatherization inspections for other agencies is allowed under this agreement provided that the contractor continues to produce audits and/or inspections for Washtenaw County.
4. If Contractor does not fulfill his or her obligations (i.e. completing Wx inspections for 12 months) under this Agreement, Contractor will reimburse Washtenaw County the total funds drawn (i.e. all payments made to the Contractor by the County for inspection services.) within thirty (30) calendar days of notice from Washtenaw County.

Said reimbursement amount shall become immediately due and payable as a debt and obligation of Contractor to "Washtenaw County". Repayment will be made in the full amount due as a lump sum. If payment is not received by the County within thirty (30) days, The County may assess reasonable costs of collection, including but not limited to interest, Court costs, and attorney's fees.

**V. SCOPE OF WORK**

1. Required Knowledge

Washtenaw County's Weatherization program is stringently monitored by State of Michigan Bureau of Community Action and Economic Opportunity Weatherization Division. Technical requirements and program standards that must be met are from Technical Weatherization Policies Manual (TWP), Community Services Policy manual (CSPM) and National Renewable Energy Laboratory (NREL) Standard Work Specifications (SWS) and Michigan Weatherization Field Guide.

Successful bidders for this inspection work shall be expected to have extensive knowledge of current State of Michigan Weatherization guidelines and must be State of Michigan Certified in Weatherization energy auditing, or be equivalently certified. The URL for the TWP, CSPM and NREL SWS are as follow:

[https://www.michigan.gov/documents/dhs/Technical\\_Weatherization\\_Policies\\_Manual\\_215832\\_7.pdf](https://www.michigan.gov/documents/dhs/Technical_Weatherization_Policies_Manual_215832_7.pdf)

<https://sws.nrel.gov>

[http://www.michigan.gov/documents/dhs/CSPM\\_600\\_Series\\_215133\\_7.pdf](http://www.michigan.gov/documents/dhs/CSPM_600_Series_215133_7.pdf)

2. Equipment

Contractors wishing to perform work for this contract will provide their own equipment, tools and materials to successfully complete Weatherization inspections. The County is not responsible for any costs associated with the general care, maintenance, calibration or replacement of the Contractor's personal equipment needed to perform inspections. The County may, at its sole discretion, loan the County's inspection equipment as it deems necessary.

3. Inspection requirements for the Audit and inspection are as follows:

- a. Combustion appliance testing; both audit and inspection
  - i. Furnace & hot water heater
  - ii. Ambient carbon monoxide
- b. Zone pressure diagnostics; audit and inspection
- c. General Safety review of home, asbestos, vermiculite, electrical hazards etc. audit and inspection
- d. Worst case draft testing of the combustion appliance zone; audit and inspection
- e. Refrigerator metering and data collection; audit only
- f. Blower door test; audit and inspection



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- g. Compact Fluorescent Light survey; audit and inspection
  - h. Smoke detector survey; audit and inspection
  - i. Completion of electronic IWC report; audit only
  - j. Visual inspection of entire house; audit and inspection  
Include foundation, basement, living areas, attic, roof & exterior.
  
  - k. Complete required state inspection paperwork
    - i. Provide lead pamphlet and Complete Lead pamphlet form; audit only
    - ii. Complete client plan of action form; audit only
    - iii. Complete mold assessment forms DHS-552 and DHS-552A; audit only
    - iv. Complete client assessment form; inspection only
  
  - l. Complete Final inspection report form, inspection only
  
  - m. Other work as needed or designated by the County, State Federal rules or Guidelines.
4. Work Assignments:
- a. The amount of work assigned to any one contractor will be determined through negotiations between the County and the Contractor. The amount of work assigned will be partly determined by the Contractor's ability to produce quality work in a timely manner. The County intends to issue contracts only to those Contractors willing and able to perform the Weatherization inspection services as outlined above. Following the award of this RFP a probationary period will be instated for all vendors selected. During the probationary period the vendor will be evaluated to determine their proficiency in completing Weatherization audits and inspections. Vendor contracts may or may not be terminated at the end of the six month probationary period.
5. Time period for Audits and Inspections:
- a. The Contractor shall contact the homeowner/client and try to schedule an audit or inspection within five days of receipt of job assignment. The Contractor shall complete an audit or inspection within twenty days of receipt. The contractor shall complete and submit the inspection paperwork (including WA 8.6/FACSPRO) five business days following the home visit.
    - a. Note: At this time the bulk of the data entry for Wx energy audits must be completed at a computer in OCED offices.

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- b. In the event that the Contractor cannot complete all required work within the required time period, the Contractor shall advise the WX Coordinator in writing of the reasons for the delay. The Contractor may request additional time to complete the required work. The WX Coordinator has the option to grant the Contractor a time extension to complete the required work only upon receipt of valid reasons in writing. Only in this manner shall an extension be granted by the WX Coordinator. Should the Contractor fail to comply with the timely completion of work as described above, the County may either reassign the Contractor's other pending audits and inspections or terminate the Contractor's contract.
  
- 6. Award:
  - a. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. Contractors shall be selected for their quality of service, qualifications and capabilities to provide the specified service as outlined earlier in this RFP under "Purpose of Proposal" (page 3). The County does not intend to award contracts fully on the basis of any response made to this proposal. The County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor(s) whose proposals are deemed to best meet the County's specifications and needs.
    - i. The three lowest bidders' submitted prices may be used to evaluate the bidders who receive an award from this RFP. Prices submitted may also be used to determine a set audit and/or inspection price.
  
- 7. Compensation:
  - a. The successful bidders to this RFP will be compensated per audit or inspection completed. The county may or may not use a set price for inspection work.
  
- 8. Term of Contract
  - a. The contract will likely be set for a term that ends November 30th 2016.
  
- 9. Requirements
  - a. Contractors wishing to perform energy audits must hold a Michigan Weatherization inspector certification (beginning July 1<sup>st</sup> 2015 BPI

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- Energy Analyst certification may be accepted to perform Wx energy Audits). Training for such certification is provided by the State of Michigan Bureau of Community Action and Economic Opportunity Weatherization Division. The County reserves the right to require the Contractor to attend inspector trainings in order to remain current with changing program standards.
- b. Contactors wishing to perform audits (pre-inspections) and final inspections (post-inspections) must hold a Weatherization inspector certification issued by the state of Michigan Bureau of Community Action and Economic Opportunity. Beginning July 1, 2015 contractors wishing to perform final job post inspections will be required to have earned the Building Performance Institutes (BPI) Quality Control Inspector (QCI) certification in addition to the supplemental trainings required to be a State of Michigan Certified Weatherization inspector. Contractors will also be required to attend or gain certification in NREL certified trainings including Job Task Analyses (JTA) positions that include: Energy Auditor and/or Quality Control Inspector.
  - c. All insurance requirements outlined in this RFP must be met at time of contract signing. Insurance requirements are not required to be met as part of the RFP packet submission.
  - d. Participating contractors are responsible for scheduling appointments for all inspections.
  - e. Participating contractors and any of their crewmembers must attend training and receive Department of Energy certification in Lead Safe Work Practices.
  - f. The County may require that the Contractor attend other State offered training on other subjects relevant to the WX program. The County may also require that the Contractor attend annual State sponsored technical conferences.
  - g. Criminal Background Check  
As a condition of this Agreement, the Grantee certifies that the Grantee shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted for each new employee, employee, subcontractor, subcontractor employee, or volunteer who works directly with Clients under this Agreement, or who has access to client information. An Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.

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**VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

**SERVICE CONTRACT - FEDERAL FUNDED**

**CR \_\_\_\_\_**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

Federal Awarding Agency	
Federal / State Contract Number	
Federal Program Title	
CFDA Number	
Federal Funding %	

In consideration of the promises below, the parties mutually agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

The Contractor will conduct audits and inspections for the Department of Energy (DOE) funded Weatherization Assistance Program (WAP), as well as for, LIHEAP funded Weatherization projects for the Washtenaw County Office of Community and Economic Development (OCED). Program Client referrals will be provided to the Contractor by the Office of Community and Economic Development. Completed Audits and Inspections should be submitted using the standard inspection form from the State of Michigan Weatherization office, i.e. the 'Inspection, Work Order, Cost Center' (IWC) form. Data entry of inspection information will be required thru the State of Michigan's FACSPRO System as well as the National Energy Audit Tool (NEAT) software.

The Contractor will incorporate new materials, computer software and inspection methods developed by the County, State of Michigan Department of Human Services Bureau of Community Action and Economic Opportunity and/or United States DOE WAP into their inspection process. Due to Washtenaw County's current computer networking limitations the majority of each Weatherization audit must be entered at a county computer terminal located at the County Weatherization office.

The Contractor will abide by all terms, requirements or provisions previously set forth in Request for Proposals # 6822 "Inspection Services for the Weatherization Program"

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The Contractor shall be responsible for the storage and safety of tools, equipment and materials either loaned by the County or owned by the Contractor. The owner of the dwelling unit and the County assume no liability whatever for any tools, equipment, or materials damaged or stolen on the premises.

The Contractor is responsible to report any work called for that they are not able to complete for any reason. The contractor is responsible to report any work called for that a homeowner may refuse. Additionally, the Contractor shall request the approval of the Weatherization Program Coordinator for any additional work needed.

The Contractor shall contact the homeowner/client and try to schedule an audit or inspection within five days of receipt of job assignment. The Contractor shall complete an audit or inspection within twenty days of receipt. The Contractor shall complete and submit the inspection paperwork within five days following the audit or inspection.

The Contractor shall comply with all Lead Based Paint Regulations when working under this contract. The Contractor shall submit proof of certification that they have attended the one day Lead Safe Work Practices Training and EPA Lead Renovate Repair and Paint training.

The Contractor shall provide written documentation of County Insurance Requirements for themselves as is listed in ARTICLE VII. The Contractor shall not subcontractor work under this contract.

Inspection Photo Documentation requirements:

The Contractor shall provide digital photo documentation of each inspection. Photos provided for a pre-inspection shall include: one wide shot photo of each side of the house/unit, photo(s) showing the furnace, water heater and their venting, existing refrigerator, foundations and clothes dryer with venting Photo(s) of the attic including insulation, knob and tube wiring and exhaust fan ducting when applicable. Photo(s) of exhaust fans and/or controls for ASHRAE compliance where applicable are required. A photo(s) of any condition found during the inspection that is out of the ordinary and will require corrective work, also any condition discovered on the pre or post inspection that would prevent a blower door test from being completed.

During the post inspection the photo requirements include pictures of all work completed by the contractor. The Contractor shall also include photos of deficient work discovered which will require corrective action on the part of the general or mechanical contractor.

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Contractors shall compress or reduce the file size of all photos submitted as part of the inspection write up. A comprehensive set of photos with labels can be acceptably substituted for a hand drawn inspection sketch of the dwelling unit inspected. Photos shall be copied into MS Excel and submitted with the final audit and inspection reports.

Washtenaw County when possible will provide DOE T&TA funds to cover the cost of Contractor's participation in the Training Course, limited to the following:

- Reasonable travel costs in accordance with DOE standards;
- Costs of attendance to training.

Contractor shall satisfactorily complete the Training Course and any examinations required thereto;

Contractor shall remain actively employed or actively participate in completing weatherization inspections Washtenaw County for a period of no less than twelve (12) months following completion of the Training Course. Completing Weatherization inspections for other agencies is allowed under this agreement provided that the contractor continues to produce audits and/or inspections for Washtenaw County.

If Contractor does not fulfill his or her obligations under this Agreement, Contractor will reimburse Washtenaw County the total funds drawn within thirty (30) calendar days of notice from Washtenaw County. Said reimbursement amount shall become immediately due and payable as a debt and obligation of Contractor to "ABC". Repayment will be made in the full amount due as a lump sum. **If payment is not received by Washtenaw County within thirty (30) days, Washtenaw may assess reasonable costs of collection, including but not limited to interest, Court costs, and attorney's fees.**

### ARTICLE II - COMPENSATION

The Contractor agrees to perform complete Audit for a set price (to be determined thru RFP# XXXX) per residence, complete inspections for (\$XXX) per residence and re-inspections for (\$XXX) per residence. The contractor agrees to perform work as needed for an hourly rate of (\$XX) per hour. Through completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed TBD dollars (\$XX.00).

The County will provide payment for completed jobs within twenty (20) business days.

Specifications and costs for other inspection related services are detailed in 'Appendix A' which is attached to this contract.

No pricing changes are allowed during the first year of the contract. Price changes will be approved with the agreement of all parties.

If Contractor does not fulfill his or her obligations under this Agreement, Contractor will reimburse Washtenaw County the total funds drawn within thirty (30) calendar days of

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notice from Washtenaw County. Said reimbursement amount shall become immediately due and payable as a debt and obligation of Contractor to the County. Repayment will be made in the full amount due as a lump sum. If payment is not received by Washtenaw County within thirty (30) days, Washtenaw may assess reasonable costs of collection, including but not limited to interest, Court costs, and attorney's fees.

### ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(Mary Jo Callan)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

### ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**, with an option to extend an additional \_\_\_\_\_ year(s).

### ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

### ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization.

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Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

### ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

### ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.



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Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: **INSERT DEPARTMENT & CR#**\_\_\_\_\_, **Street Address**, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

### ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

### ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

### ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XIII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities,” in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIV - DRUG-FREE WORKPLACE

## **BID #6822 Inspection Services for the Weatherization Program**

### Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County 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 on-going 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 no later than five calendar days after such conviction;
  - e) Notifying the County, in writing, within 10 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 the County;
  - 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).

### Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

**BID #6822 Inspection Services for the Weatherization Program**

ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations Part 215 Subpart C – Post-Award Requirements, Procurement Standards, Sections 215.40-48 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.81 per hour with benefits or \$13.85 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2015 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

## **BID #6822 Inspection Services for the Weatherization Program**

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

### ARTICLE XX - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

### ARTICLE XXI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

### ARTICLE XXII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

### ARTICLE XXIII- PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

### ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

### ARTICLE XXV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXVI-FEDERALLY REQUIRED PROVISIONS

**When applicable**, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For “federally assisted construction contracts” as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland “Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of “funding agreement” under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of

**BID #6822 Inspection Services for the Weatherization Program**

these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt 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 federal funds awarded under this Agreement.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXVII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY:

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

\_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR:

By: \_\_\_\_\_  
**(DEPARTMENT HEAD)** (DATE)

\_\_\_\_\_  
**(CONTRACTOR’S NAME)** (DATE)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

**PRICE SHEET**

NOTE: The price sheet will be the primary means to compare bid submissions for your award recommendation.

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

Audit price (pre inspection) (per Audit) \$ \_\_\_\_\_

Audit includes all photos, Signed forms, NEAT audit & running audit data through FACSPRO

Audits Include submission electronically and hard copy as necessary.

~Audits to be completed in compliance with all applicable guidelines.  
~Audit write ups and FacsPro/NEAT computer access is only available at Washtenaw County OCED offices. Remote access is not possible for audit paperwork except for MS Excel IWC completion.

Inspection price (post/final inspection) (per Inspection) \$ \_\_\_\_\_

~Inspections to be completed in compliance with all applicable guidelines.

Note: Starting in July 2015 Washtenaw County may establish QCI inspection pricing.

Re-inspections price per home visit \$ \_\_\_\_\_

Hourly rate for miscellaneous work \$ \_\_\_\_\_

OCED Housing Rehabilitation one hour site visit. The purpose of a CDBG site visit is to evaluate potential CDBG eligible home improvements. Potential CDBG eligible improvements could include; roof replacement, water heater/furnace replacement, accessibility ramp installation etc.

Price per Housing Rehabilitation visit \$ \_\_\_\_\_

The three lowest accepted bidder's prices may be used to determine the set price for the audit and inspection work.



**Selection Criteria and Scoring for RFP**

**IMPORTANT:**

*Contractors applying to this RFP will be scored and ranked based on the following criteria and scoring system. These Criteria and Point system will used as part of the overall evaluation for bidders applying to this RFP.*

*\*\*To be completed by Washtenaw County  
(provided here for Contractor Information)*

- \_\_\_\_\_ of 10 points    Current Weatherization Inspector for Washtenaw County Weatherization Assistance Program  
(10 points maximum)
  
- \_\_\_\_\_ of 10 points    Years of Experience in Energy Auditing, please describe on a separate page.  
(1 points per year up to 10 points maximum)
  
- \_\_\_\_\_ of 20 points    Currently MDHS Inspector Certification (provide certificate)  
(20 points maximum)
  
- \_\_\_\_\_ of 20 points    Currently Building Performance Institute Quality Control Inspector certified. Provide documentation of current certificate (20 points maximum)
  
- \_\_\_\_\_ of 40 points    Currently certified in:
  - MDHS Lead Safe Weatherization Training
  - MDHS Indoor Air Quality Training
  - Building Performance Institute Certification (BPI Analyst and/or Envelope)
  - EPA Lead Renovate Repair and Paint Training
  - MIOSHA 10 Hour training
  - ASHRAE 62.2 Training
  - BPI Home Energy Professional Energy Auditor  
(provide copies of certificates to receive points)  
(5 points for each certification, 40 points maximum)
  
- \_\_\_\_\_ of 5 points    Owns inspection equipment including blower door, Carbon Monoxide detector.  
(3 points for owning blower door, 2 points for Carbon monoxide detector)
  
- \_\_\_\_\_ of 10 points    Female or Minority Owned  
(5 points if women owned business)  
(5 point if minority owned business)

**BID #6822 Inspection Services for the Weatherization Program**

\_\_\_\_\_ of 5 points      Completed RFQ paperwork thoroughly  
(0 points awarded if some RFQ information is missing)  
(5 points awarded if all RFQ information provided)

Total points: \_\_\_\_\_ out of 120 total available

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

**The above individual is authorized to sign on behalf of company submitting proposal.**

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.