



# Ottawa County

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## **Request for Qualifications 22-04 Weatherization Inspectors**

The County of Ottawa, on behalf of the Ottawa County Community Action Agency, is requesting qualifications from experienced and qualified contractors to provide weatherization audit/inspection services.

It is the County's intention to utilize this RFQu process to prequalify contractor(s) for various projects for a set period. The selected contractors will be asked to enter into a contract with the County but does not guarantee issuance of any work.

The County of Ottawa's intent is to award a contract that will cover an initial period until May 31, 2024.

By responding to this RFQu, the Contractor agrees to perform in accordance with the terms and conditions set forth herein.

RFQu Issue Date: Thursday, October 27, 2022

RFQu Deadline: OPEN

Contract End: May 31, 2024

RFQu Administrator: Steve Holden, Procurement Specialist,  
[purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org).

All requests for additional information or questions should be directed to the RFQu Administrator.

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Exhibits Attached:

- Exhibit 1: Ottawa County Community Action Agency Weatherization Program Fact Sheet
- Exhibit 2: Proposed Contract for Services
- Exhibit 3: Private Contractor Bid Check List

## **Section 1: Information Summary**

### **General Information:**

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of solicitation documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFQu, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFQu. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa. Finally, the terms "proposal" or "qualifications" are considered to have the same meaning.

### **Qualifications Submission:**

Qualifications may be withdrawn at any time prior to the scheduled deadline. Qualifications must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFQu Deadline. Qualifications that do not comply with submittal instructions established in this document and that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives. Attachments must be filled out in full and signed by an authorized Company representative. Vendor assumes all risks associated with electronic submission (including possible technical issues).

Qualifications Response: Contractor's response must contain completed, signed copies of each of the following required attachments:

- ATTACHMENT A – Cover Sheet for Qualifications
- ATTACHMENT B – Contractor Information and Debarment Form
- ATTACHMENT C – Weatherization Audit/Inspection Price Quote Form
- ATTACHMENT D – Authorization for Criminal History Search, Background Check and Central Registry Form
- ATTACHMENT E – Confidentiality Statement
- ATTACHMENT F – Additional Documents

Qualifications will be accepted by e-mail submission only, as follows: Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) with subject line of: "RFQu 22-04 Weatherization Inspectors." The County can receive email attachments up to 25 megabytes. Qualification documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFQu 22-04 Weatherization Inspectors – 1 of 2." It will be the Vendors' responsibility to ensure that their qualifications have been appropriately delivered and received.

#### Modification:

Prior to the date and time set forth as the RFQu Receipt Deadline, qualifications may be modified or withdrawn by the Vendor's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

#### Questions:

Vendors may submit questions and requests for clarification relating to this RFQu to the RFQu Administrator. Responses to questions and inquiries received by the County will be issued directly to the inquiring vendor. Vendors may request a meeting to review the required paperwork for submission and ask any questions. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

## **Section 2: Background Information**

#### County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village. Ottawa County has been named the fastest growing population in the state. Between 2010 and 2019 there was a 10.63% increase in population. The estimated population in the County in 2019 was 291,830. This significant population growth is expected to continue in the years ahead.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

## Current Environment:

Ottawa County Community Action Agency operates/administers a Home Weatherization Assistance Program for low-income persons. The U.S. Department of Energy's (DOE) Weatherization Assistance Program (Weatherization) reduces energy costs for low-income households by increasing the energy efficiency the homes, while ensuring their health and safety. The Program prioritizes services to the elderly, people with disabilities, and families with children. The Agency's professionally trained weatherization auditors/inspectors use computerized energy audits and advanced diagnostic equipment to determine the most cost-effective measures appropriate for each home. Typically measures may include installing, insulation, sealing ducts, tuning and repairing heating and cooling systems, mitigating air infiltration, and reducing electric base load.

## **Section 3: Scope of Services**

The Ottawa County Action Agency (also referred to as "The Agency" or "OCCAA") is soliciting quotations for weatherization audit/inspection services. All audit/inspections work is to be performed according to the standards set forth by the United States Department of Energy and the Michigan Department of Health and Human Services, and the Ottawa County Community Action Agency.

It will be the responsibility of the auditor/inspector to conduct the site visit and enter data into the "Inspection TAB" required on the IWC and complete the NEAT/MHEA audit in its entirety. This information will be entered as well as the blower door testing and health and safety inspection/testing. All work must be done in compliance with Michigan Department of Health and Human Services (DHS) standard of requirements in the State of Michigan Field Guide, Community Services Policy Manual (CSPM), and the Standard Work Specification (SWS).

If the inspector is completing a quality control inspection (QCI\_, he/she is required to use the Quality Control checklist that is provided with each job and is required to sign and verify the work completed on the job. If applicable the auditor/inspector is required to report any incomplete job or Health and Safety concerns to Ottawa County Community Action Agency.

Ottawa County Community Action Agency will determine the number of contractors needed to complete required production in a timely manner. Contractors will be assigned work based on capacity and timeliness at the time the audit or inspection is needed.

If the type of inspection being requested in other such as Housing Quality Standards (HQS) the required checklist will be completed and submitted after the completion of the inspection.

## **A. Training:**

Per the Community Services Policy Manual (CSPM) Section 618 and 618.1 the following requirements are outlined.

Contractor must be trained in State of Michigan's, Lead Safe Work Practices (LSW) and/or Lead Renovation Repair Painting (LRRP) as well as Indoor Air Quality/Mold Training (IAQ).

All Energy Auditors/Inspectors must attend the OSHA "10-hour occupational Safety and Health training course." This training must be provided by an Occupational Safety and Health Administration qualified instructor.

ASHRAE 62.2, or current version, training is also required and shall be provided by an accredited facility and a qualified instructor.

Housing Quality Standards Training (HQS) if applicable.

Proof of satisfactory training for the completion of the said trainings/certifications must be provided with submission of the RFQ. If said trainings outlined above have not been completed prior to the RFQ submission deadline, proof of training completion or scheduled completion must be provided prior to contract issuance.

The contractor, as well as any employee of the contractor who will be performing any work for Ottawa County Community Action Agency, may be required to attend appropriate training sessions upon the direction of the Weatherization Program. All reasonable efforts are made to schedule training at convenient times for the contractor and their employees. Reimbursement of expenses to attend required or recommended training may be available along with a \$300.00 daily stipend for attending.

## **B. Insurance:**

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

### **C. Statements of Work and Purchase Orders:**

Ottawa County Community Action Agency reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The Agency will make no guarantees of amount of work assigned; work will be issued on an as needed basis. The Agency will further reserve the right to terminate the working relationship with a contractor for reasons including, but not limited to, failure to provide proof of insurances and certifications, failure to perform work in a timely manner, and failure to perform work in the quality expected by Ottawa County Community Action Agency.

### **D. Preferences**

According to DOE stipulations, preference will be given to each of the following:

- Minority-owned Firms
- Women Business Enterprises
- Labor Surplus Area Firms

To receive preference for any of these designations, proof of certification for said designation must be provided with the RFQ response package.

### **E. Minimum Vendor Qualifications**

The Offeror shall provide proof upon submittal of the quotation package meeting the minimum qualifications for the weatherization assistance program. These would include the following and are elaborate on in subsequent sections:

1. Minimum of three years' experience in weatherization or comparable area of building science
2. Appropriate Insurances
3. Training Certifications: LSW and/or LRRP, IAQ, OSHA, ASHRAE, IREQ WAP Auditor and/or Quality Control Inspector, Housing Quality Standards (HQS) if applicable.
4. Inspector/Auditor must have a clear understanding of: Job Task Analysis (JTA) requirements (<http://energy.gov/sites/prod/files/2014/01/f7/51672.pdf>).
5. Access to Required Equipment (blower door, CO2 testing device, etc)

### **F. Pricing and Invoicing:**

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties. Invoices will be sent to the Community Action Agency department for review and shall reference the applicable County Purchase Order number. County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.

## **G. Warranty:**

The awarded vendor must provide a warranty on all products, work and services provided for a minimum period of one year after project completion date.

## **Section 4: Contractor Selection and Award Process**

An Evaluation Committee(s) will be established by the County to review the qualifications and to make recommendation for contract award(s). A Vendor may not contact any member of the Evaluation Committee except at the RFQu Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Qualifications will be evaluated based on the following criteria (of equal weight and in no particular order):

- Experience in weatherization or comparable area of building science
- Bid price for providing weatherization work per attached price lists
- Minority or woman owned business
- Training and certifications
- Demonstration of capacity and equipment

As part of the qualifications evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and section process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the qualifications that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total qualifications.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the qualifications, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the response.

## **Section 5: Contract Terms, Period, Procedures and Use**

The County of Ottawa's intent is to award a contract that will cover an initial period through May 31, 2024. This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.



The qualifications, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Contractor's provided pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

The County reserves the right to prequalify multiple contractors and projects will be awarded based on such factors as pricing, availability, specific expertise, overall contractor performance, and any other factors as determined to be in the County's best interest.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County

## **Section 6: RFQu Terms and Conditions**

By submitting a response, the Vendors confirm that they have read and will comply with the solicitation and all specified RFQu terms and conditions listed below.

### **Cancellation of RFQu:**

The County may, at its discretion and if in the best interest of the County, cancel any qualification or request for qualifications or other solicitation in whole or in part. The RFQu Administrator will notify vendors of any cancellation.

### **Confidentiality:**

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFQu is not assured.

### **Incurred Expenses:**

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and

evaluations of qualifications prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFQu process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFQu and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFQu, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

Qualifications Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all qualifications submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFQu. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of

arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a qualifications document and/or to determine a vendor's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in qualifications. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afford to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all qualifications, or any part thereof; and to waive any minor defects in the qualifications if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFQu document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the qualification deadline, qualifications may not be withdrawn without the written consent of the County after submission deadline. Qualifications must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFQu deadline. Any fees proposed are considered firm and cannot be altered.

#### Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of qualifications. The County reserves the right to make changes to and/or withdraw this request at any time.

#### Subcontractors:

Since the contract is made pursuant to the qualifications submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

### **Section 7: General Terms and Conditions**

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

#### Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that

would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

#### Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement 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 for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this qualification had one or more public transactions (Federal, State or local) terminated for cause or default.

#### Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

#### Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform

the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business."

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA),

State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the project. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.



Ottawa County Community Action Agency  
12251 James Street, Suite 300  
Holland, MI 49424  
Phone: 616-393-4433  
Toll Free: 1-800-764-4111 x 4433

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## Exhibit 1

### Ottawa County Community Action Agency Weatherization Program

#### Fact Sheet

##### Introduction

Ottawa County Community Action Agency operates a Home Weatherization Assistance Program for low-income persons. This program, funded by Federal and State weatherization resources, is designed to increase the energy efficiency of homes occupied by low-income persons and thereby reduce heating and fuel usage. Ottawa County Community Action Agency will engage a contractor (s) to weatherize approximately 40 homes between July 2022 through June 2023. Work performed may be minimal (caulking and weather stripping) to extensive (insulation and re-roofing, etc.). As many as 40% of the units may be mobile homes.

##### Weatherization Program Review of Activities

The following describes the general sequence of activities involved in the Weatherization Assistance Program of Ottawa County:

1. The Agency receives a request for weatherization from a client interested in the program or by referral by another local agency. The client is interviewed; the Agency verifies the client is eligible to participate in the program, that the residence qualifies for weatherization, and provides energy education to the client. The Agency prioritizes the applications, which are then forwarded to a certified inspector for an energy audit.
2. The inspector performs an energy audit of the dwelling according to State and Federal guidelines. This energy audit includes the preparation of a work order that is generated in FacsPro, the State's Weatherization management software.
3. The inspector runs a NEAT/MHEA audit (s) and selects a contractor from a roster based on prices obtained in the bidding process of the RFP. The work order is assigned, with Agency approval, authorizing work to begin.
4. Contractors must complete all assigned jobs. All measures, materials, and labor must comply with the Michigan Department of Health and Human Services (DHHS) Standards (NREL – Standard Work Specifications [SWS]) as well as the State issued Customer Services Policy Manual (CSPM).

5. The inspector may be asked by contractors to add or delete from the job order either partial or complete measures. The inspector will determine if such additions or deletions are appropriate based on the energy audit conducted, including test results. A change order will be completed and will approve/disapprove such change prior to any work being added or deleted.
6. A quality control inspection is performed by a certified QCI (Quality Control Inspector) of the unit as soon as possible upon notification of completion of the work. If a problem exists at this point due to improper or incomplete work on the part of the contractor, the contractor will be notified of the problem and need for correction and may be charged a re-inspection fee for each subsequent post-inspection.
7. Following final approval by the inspector, the work order with the contractor's invoice is submitted to Ottawa County Community Action Agency requesting payment for all completed work. Payment will be based on prices established by the Agency and contained in the Private Contractor's Contract.
8. In most instances, payment will be issued no later than 30 days after receipt of invoice.

The amount of work available will be based on funding availability and the number of applications necessary to meet Agency goals as determined by the Agency.

All contractors must receive specified training by Michigan Department of Health and Human Services (DHHS) and/or Ottawa County Community Action Agency, to provide weatherization work. Specific certifications will also be required, such as Indoor Air Quality, Lead Safe Work Practices and/ or LRRP and MIOSHA 10 and comprehensive training.

### Method of Payment

The Contractor must submit a request for payment on his/her own standard invoice. The invoice must include information detailing the cost breakdown for each measure as established by the Agency.

Payment will be based on prices submitted during the bidding process as cost-reimbursement, dependent on the material or service being purchased. No mileage, telephone, space and utility costs, automobile, insurance or staff expenses incurred during work on units, preparation for work on units, response to complaints, or services as a resource person shall be reimbursed under this contract.



Effective Dates: June 1, 2022 to May 31, 2024  
Program Title: Weatherization Assistance Program  
Contract Type: General Weatherization

**Exhibit 2**

**CONTRACT FOR SERVICES  
BETWEEN  
OTTAWA COUNTY, FOR AND ON BEHALF OF  
OTTAWA COUNTY COMMUNITY ACTION AGENCY  
AND  
\*\*\*\*\***

**WITNESSETH**

This Contract is entered into as of June 1, 2022, by and between the Ottawa County, for and on behalf of, Ottawa County Community Action Agency (OCCAA), hereinafter referred to as the "AGENCY," having its principal offices at 12251 James Street, Ste. 300, Holland, MI 49424, and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR," having its principal office located at \_\_\_\_\_.

Subject to the conditions contained below, the AGENCY and the CONTRACTOR mutually agree as follows:

I. STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all work required in accordance with the State Department of Health and Human Services (DHHS) approved technical weatherization manual, Job Task Analysis (JTA's) [http://www.irecusa.org/wp-content/uploads/2015/05/retrofit\\_installer\\_jta\\_04112012.pdf](http://www.irecusa.org/wp-content/uploads/2015/05/retrofit_installer_jta_04112012.pdf) Community Services Policy Manual (CSPM) [http://www.michigan.gov/documents/dhs/CSPM\\_600\\_Series\\_215133\\_7.pdf](http://www.michigan.gov/documents/dhs/CSPM_600_Series_215133_7.pdf) Standard Work Specifications (SWS) <https://sws.nrel.gov/> Michigan Weatherization Field Guide <https://wxfieldguide.com/mi/#t=MIWxFg%2FTitle%2FTitle.htm> DOE regulations/program notices and other applicable rules and regulations.

The property (ies) to be contracted for will be included in the Preliminary Award Notice, issued by the AGENCY as the property (ies) is (are) determined eligible for service. (Refer to the Special Conditions, A). Preliminary Award Notices are incorporated as part of this agreement. CONTRACTOR agrees to install said items in a workmanlike manner at such times and places as designated by the AGENCY.

## II. PERIOD OF PERFORMANCE

The effective dates of this Agreement shall be for June 1, 2022, through May 31, 2024, and any additional period as the AGENCY and CONTRACTOR shall mutually agree.

## III. GENERAL CONDITIONS

### A. Deviation from Specifications

The CONTRACTOR shall notify and get prior approval via a change order from the AGENCY before doing work that deviates from the work order specifications. Any extra work must be pre-approved by AGENCY and fully documented by CONTRACTOR. Authorization may be initiated verbally but must ultimately be in writing and signed off by the AGENCY and the Contractor on the change order in FacsPro.

### B. Subcontracting

The AGENCY reserves the right to approve or disapprove any CONTRACTOR/Subcontractor relationship. Therefore, the CONTRACTOR will not enter into a Subcontract Agreement without receiving prior approval in writing from the AGENCY. All subcontractors that might be used by the CONTRACTOR are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the CONTRACTOR'S activities. CONTRACTOR shall be responsible for performance of assignees and subcontractors.

### C. Governmental Terms and Conditions

Where applicable the following requirements are incorporated herein:

- 1) 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 Subpart 60) (unless the total sum paid to the Contractor pursuant to this Agreement is less than \$10,000).
- 2) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Subpart 3).
- 3) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Subpart 5) (unless total sum paid to the Contractor pursuant to this Agreement is less than \$2,000).
- 4) All applicable DOE requirements and regulations pertaining to reporting.
- 5) The DOE requirements and regulations pertaining to copyrights, rights in data, and patent rights with respect to any discovery in the course of or under this Agreement, as set forth in 10 CFR 600.234).

- 6) All applicable standards, orders, or requirements issued under Section 306 of the 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 Subpart 15)(unless the total sum paid to the Contractor pursuant to this Agreement is less than \$100,000).
- 7) By signing this contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Vendor shall notify OCCAA within seven (7) business days if the Contractor is debarred, suspended, or proposed for debarment during the term of this contract.
- 8) Contractor shall comply with all federal and state laws, municipal ordinances, and regulations which in any manner affect the work or performance of this contract, and shall at all times carefully observe and comply with all rules, ordinances, and regulations.

#### IV. SPECIAL CONDITIONS

- A. AGENCY reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The Agency will make no guarantees of work or production and will issue work on an as needed basis. The Agency will further reserve the right to terminate the working relationship with a contractor for reasons including, but not limited to, failure to provide proof of insurances and licenses, failure to perform work in a timely manner, and failure to perform work in the quality expected by the AGENCY.
- B. No work shall begin until the AGENCY issues a written Preliminary Award Notice Order to the CONTRACTOR. The Preliminary Award Notice will identify the property(ies) to be weatherized and will include a work order which gives a general description of work to be performed. The Preliminary Award Notice will be incorporated as part of this agreement.
- C. All work shall be completed in a professional manner acceptable to the AGENCY. All weatherization work must be completed in compliance with the Standard Work Specifications (SWS), JTA's, Community Services Policy Manual (CSPM), and Michigan Field Guide. All materials must be installed in accordance with the procedures outlined in the applicable documents referenced above.
- C. It will be the responsibility of the AGENCY to identify the work that will be performed on each house; it will be the responsibility of the CONTRACTOR to perform and /or re-check all measurements on windows and doors prior to ordering.
- D. All work is to be completed within thirty (30) days of the date of the Preliminary Award Notice. At the option of the AGENCY, this contract may be canceled if the CONTRACTOR fails to complete the work within thirty (30) days. Extensions of time for completion of work may be permitted provided that written requests for extensions detailing the reasons therefore are received and accepted by the AGENCY prior to the expiration of the initial thirty (30) day period.

- E. Jobs will be bid, awarded, and contracted on a per-job basis or by bid bundle. Each job consists of measures identified by a certified auditor through a complete State of Michigan (SOM) approved weatherization audit. Bids are based on unit price lists provided to AGENCY by each contractor when they apply for the Roster. The contractor may adjust bids on a quarterly basis.
  
- F. Bids are compared by price. Generally, the job/bundle will go to the lowest bidder. However, the AGENCY may apply non-price criteria to determine whether the lowest bidder is eligible to receive that job or bundle at the time. If not, the job is awarded to the next-lowest bidder, and so on until all eligibility criteria are met. The AGENCY may use a rotation process of contractors but shall eliminate the most recently used contractor from the next bidding process for the next job. A Contractor that has been awarded the most recent job shall not be considered for the next job being awarded.
  - 1. Work capacity: if the lowest bidder already has five (5) or more jobs currently in progress, the AGENCY may award the job to the next lowest bidder on the roster.
  - 2. Financial capacity: The AGENCY will not issue a contractor additional work beyond its financial capacity, until some outstanding work is completed, inspected and paid. If the lowest bidder has \$50,000 or more in outstanding work the AGENCY may award the job to the next lowest bidder on the roster.
  - 3. When a contractor is preliminarily awarded a job, he/she has the right to refuse the work. However, the AGENCY assumes that the reason for refusal is that the contractor does not have the capacity to complete the work within the required timeframe.
  - 4. If a contractor refuses one job, the AGENCY may assume that the contractor does not have the capacity and may choose not to offer the next job to that contractor
  
- G. 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 contractor for the job shall occur and new work issued. All Contractors are required to meet minimum standards as set by OTTAWA COUNTY COMMUNITY ACTION AGENCY in regard to quality of materials purchased in order to weatherize a unit for OTTAWA COUNTY COMMUNITY ACTION AGENCY. OTTAWA COUNTY COMMUNITY ACTION AGENCY will utilize a Contractor Evaluation process that will track post inspection deficiencies of Weatherization Contractors.
  - 1. Inspection passage rate: The AGENCY may award jobs based on rate of passed inspections. The AGENCY will track each contractor's rate of passing final inspections of jobs completed over the preceding 3 month period.
  - 2. If Contractor's rate of passage falls below 90% for jobs completed for the preceding 3-month period, the Agency may award jobs to the next lowest bidder on the roster.
  
- H. The CONTRACTOR shall:

1. Arrange a mutually convenient time with clients for evaluation and installation of all work to be performed, and Contractor shall adhere to said schedule.
2. Use only materials that meet standards established for such material in Standard Work Specifications (SWS) <https://sws.v/>(Exhibit A), as defined in Appendix A of 10 CFR 440 or as approved by DOE on a case by case basis.
3. Keep the premises clean and orderly during the course of the work and remove debris at the completion of the work.
4. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all the work required by the Agreement. CONTRACTOR shall guarantee that all work shall be free from any defect in materials, manufacture, design or installation of any material provided and/or installed pursuant to this Agreement for said period from the date said materials are provided or are installed, whichever is later. Contractor shall remedy such defects promptly upon notice by the client or AGENCY, without charge. In the event of Contractor's failure to remedy such defects promptly, AGENCY may withhold payment to CONTRACTOR for any other weatherization work performed by CONTRACTOR pursuant to this Agreement. AGENCY shall be entitled to return to CONTRACTOR without payment, all materials of a quality inferior to that agreed to by AGENCY and CONTRACTOR.
5. Permit the AGENCY or its designee to examine and inspect the premises where the Weatherization work is being, or has been, performed.
6. Repair all surfaces and work damaged by the CONTRACTOR resulting from work under this Contract at no additional cost to the AGENCY. "Repair" means the item is to be placed in equal or new condition either by patching or replacing. The finished work shall match adjacent work in design, dimension, texture and hue. Any repairs or corrective actions necessary shall be completed within five (5) days of notification.
7. Procure, at his/her own expense, all necessary licensing and permits required by law to perform the work released to him/her under this Contract, and to arrange on CONTRACTOR'S own time and expense any other miscellaneous charges that might be necessary to perform the work called for. All work completed must comply with existing code.
8. Be aware of and support AGENCY Client Energy Education Program.
9. Utilize the AGENCY-approved blower door equipment (owned by contractor or provided by AGENCY) to perform weatherization blower door tests as required by the AGENCY. CONTRACTOR will have working knowledge of how to set-up and effectively use a blower door (i.e. be able to perform calculations, understand Air Changes per Hour Theory, detect air leakage sites, etc). CONTRACTOR will accurately complete and submit Blower Door Test Data Sheets as required by the AGENCY.

10. Conduct work on surfaces affected by lead-based paint as required by HUD 24 CFR Part 35, with workers who have had the appropriate level of training. Subcontractors must also have the appropriate level of training.
  11. Provide completed and signed Authorization for Criminal History Search and Background Check form, including Central Registry, on all employees working on agency jobs. The AGENCY reserves the right to prohibit employees deemed unsatisfactory as a result of background check findings from working on a residential job site. The Contractor will ensure that all of the required Authorization forms are submitted to the AGENCY at the time of the contract signing and immediately upon hiring and/or assigning a new owner or employee to any work related to this contract. The Contractor will notify the AGENCY immediately in writing of any new or additional owner or employee criminal felony convictions, criminal misdemeanor convictions, and/or pending felony charges.
- H. Additional Requirements of Suppliers and Installers of Insulation: In addition to other responsibilities of Contractor set forth herein, if Contractor is supplying or installing insulation pursuant to this Agreement, it shall have the following additional responsibilities.
1. Contractor shall be responsible for measuring the attic area; including knee walls and slopes where needed. Contractor shall cut access space and insulate all access ways to install cellulose and/or fiberglass to specified density. The attic shall be ventilated in conformance with all applicable federal, state and local statutes, ordinances, codes and regulations.
  2. Upon completion of the installation of insulation, Contractor shall promptly complete and display in a location as directed by the AGENCY a *Certificate of Insulation*, completed and signed by the Contractor. The *Certificate of Insulation* form shall be displayed by stapling it as directed or by other means in which the form will be, and can be, expected to remain easily visible. A copy of said *Certificate of Insulation* is attached hereto as Exhibit B.
- I. The CONTRACTOR agrees that all work will be performed himself or by his employees or his subcontractors, if any may be used. Minimum material and installation standards and specifications are identified within the DHHS-approved field guide and all work performed must conform to these standards.
- J. 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 and contractor's employees.
- K. Should any dispute arise in respect to the true construction or meaning on drawings of the specifications, or should any dispute arise in respect to the true value of the extra work or of the work omitted, or of improper workmanship, or of any losses sustained by the Owner or the AGENCY, and if the manner of its estimation is not herein otherwise provided for the same shall be determined as follows: The OCCAA Program Manager shall hear the dispute and recommend terms for settlement. If

the terms of the recommended settlement are not satisfactory to both AGENCY and CONTRACTOR, then the dispute shall go for settlement to an arbitration panel. The arbitration panel shall be composed of three persons: one representative appointed by the OCCAA Program Manager, one representative appointed by the CONTRACTOR, and a third appointed by the first two representatives. The decision of the arbitration panel shall be final.

If a service provider's contract has been suspended, terminated or is not renewed, or if the contract contained an option to renew, or if an administrative action has been taken that limits or imposes requirements on the contractor, the contractor shall have a right to an appeal under the Complaint/Appeals Policy attached to this contract (Exhibit E).

L. Training

The CONTRACTOR and his employees shall be familiar with the DHHS-approved Technical Weatherization Policies and shall participate in training as required by the AGENCY and/or DHHS. The CONTRACTOR warrants that he is familiar with HUD 24 CFR Part 35 and agrees to obtain training for him/herself and his/her employees for required certifications at no extra cost to the AGENCY. The required trainings include Indoor Air Quality, MIOSHA, as well as Lead Safe Work Practices and/or Lead Renovation Repair and Painting as specified in the CSPM. In addition, all Weatherization workers are to be familiar with the NREL JTA's and must provide proof of all applicable trainings to the Agency.

In accordance with Ottawa County policy, the AGENCY shall reimburse all costs associated with the described training at the completion of training upon submission of documentation supporting the requested reimbursement. The AGENCY will also pay a daily stipend upon completion of the training of a preset amount determined by the State of Michigan BCAEO. See attached Training and Technical Assistance Retention Agreement

M. Reports and Documents

The CONTRACTOR shall complete and return all reports and documents to the AGENCY prepared by the CONTRACTOR in a timely manner for each job completed.

N. CONTRACTOR will provide AGENCY with current cellular phone number and email address and agrees to be contacted by cellular phone number and/or email address during normal business hours.

V. PAYMENT

A. The AGENCY will pay the CONTRACTOR for performance of the Contract in the amount(s) set forth in C (contractor price list). Cost reimbursement for work performed that is not specifically defined in the Contractor price list shall be negotiated on an as needed basis.

B. All contractor invoices are required to contain a job number and labor/material costs for each job, supporting the work order with itemized measures and prices, including the change order, if applicable.

Along with the invoice the contractor submits other documentation as required, ie: certificate of insulation, etc.

- C. No payment shall be made until after final inspection and approval of the work by the AGENCY. Acceptance of faulty work or failure to discover defects will not relieve the CONTRACTOR of responsibility as set forth herein. The CONTRACTOR shall undertake any corrective measures (for work not completed or not up to DHS standards) that may be deemed necessary by the AGENCY. The CONTRACTOR will proceed to complete such corrective measures within five (5) days of notification at the CONTRACTOR's expense.
- D. Additional work required following post-inspection of the job shall be completed within five (5) days of notification.

**PAYMENT PROCESS:**

The CONTRACTOR shall submit an invoice and the Preliminary Award Notice (Exhibit D) upon completing all work on the client's dwelling. The invoice shall be **signed** and shall include the following:

- Contractor's Name, Address and Phone Number
- Invoice Number
- Invoice Date
- Client's Job Number
- Client's Name and Address
- Labor & Material Costs

The invoice shall be billed to:

- Weatherization Department
- Ottawa County Community Action Agency
- 12251 James Street, Ste 300
- Holland, MI 49424

The Weatherization Contractor shall return the job file when work is completed. Post inspection will be scheduled and, upon approval of all work and receipt of necessary invoices, payment will be made within thirty (30) days.

VI. **INSURANCE**

The following insurances **MUST** be carried by the CONTRACTOR and jobs will not be assigned to CONTRACTORS until all insurance requirements are in place and proof is provided to the agency.

1. The CONTRACTOR shall carry or require that there be carried minimum \$1,000,000 Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site in accordance with the State of Michigan Worker's Compensation Laws.



2. The CONTRACTOR shall carry Manufacturer's and Contractor's Public Liability Insurance which shall include coverage for acts of independent contractors and subcontractors. Such policy shall include the minimum coverage of \$500,000 for each occurrence of bodily injury and \$500,000 each occurrence for property damage.

3. The CONTRACTOR shall carry COMMERCIAL GENERAL LIABILITY Insurance in the following amounts:

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

There shall be no Products/Completed Operations or Contractual Liability exclusions.

The General Aggregate limit shall apply separately per location or project. The County of Ottawa is to be named as an additional insured on a primary and non-contributory basis, and this additional insured status shall NOT terminate upon completion of the project/work.

4. The CONTRACTOR shall carry AUTOMOBILE insurance as follows:

Residual Liability	\$1,000,000 each accident, combined single limit
Personal Injury Protection	Statutory
Property Protection	Statutory

This coverage shall protect the Agency and Ottawa County, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. The Contractor shall provide, at the time that the contracts are returned by him/her for execution, a Certificate of Insurances as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies or all policies mentioned above shall be furnished if requested.

5. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date.

## VII. LICENSE/CERTIFICATIONS

### A. Provision of Licenses

The CONTRACTOR will furnish to the AGENCY a copy of its Residential Builders License, or Maintenance and Alteration Contractor's License issued by the State of Michigan prior to the signing of the Contract.

- B. Lead Safe Regulations Compliance and Provision of Certificates including the EPA's Lead Renovations, Repair and Painting rule.

The CONTRACTOR agrees to comply with lead-based paint regulations and will furnish to the AGENCY a copy of each crew members' certificates of Lead Safe Work Practice training and/or the EPA's LRRP as mentioned above. The CONTRACTOR will furnish such certificates for any new crew members that work on weatherization jobs during the Contract term.

## VIII. OTHER REQUIREMENTS

- A. Access to DHS-Approved Field Guide

The CONTRACTOR hereby acknowledges that it has access to and a working knowledge of the DHHS-approved Field Guide. In addition, the CONTRACTOR hereby agrees to comply with all the specifications, requirements, terms and rules contained in that document.

- B. Temporary Suspension of Contractor (Force Majeure)

1. If, at any time during the period covered by this Contract, the desired program as set forth in the proposal, in the opinion of the AGENCY, cannot be continued in such a manner as to adequately fulfill the intent of the statute or regulations, due to an act of God, strike, or other disaster, the AGENCY may, in its discretion, upon two (2) days written notice to the CONTRACTOR, suspend the Contract indefinitely, until the interference due to the above mentioned act of God, disaster, or other danger has passed, at which time, upon two (2) days written notice being received and concurred in by the AGENCY at its discretion, the Contract shall be reinstated and thereafter remain in effect until the program period stated in terms of actual duration of days has been fulfilled.
2. During the term of suspension, the AGENCY and CONTRACTOR shall retain and hold available any and all funds approved for application to the Contract and shall not, during this period, otherwise expend or apply them, the funds to be held in readiness for the immediate reinstatement of this Contract.

- C. Termination or Suspension (For Cause)

1. If through any cause the CONTRACTOR shall fail to fulfill in a timely manner and proper manner its obligations under this Contract, or in the event of violation of any of the covenants contained herein, the AGENCY shall thereupon have the right to terminate or suspend this Contract by giving a written notice in the form of a certified letter to the CONTRACTOR specifying the rationale for the decision and effective date of termination or suspension. In such event all records, unused monies, and such amounts as may have been expended contrary to the terms of this Contract shall be turned over to the AGENCY.

2. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of this Contract by the CONTRACTOR, and the AGENCY may withhold any payments hereunder until such time as the exact amount of reimbursement due the AGENCY from the CONTRACTOR is determined.

#### D. Termination (For Convenience)

The AGENCY or CONTRACTOR may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

#### E. DAMAGES

The AGENCY may deduct from the contractor invoices:

An amount of \$50.00 for each failed inspection. If the work fails again at re-inspection, the AGENCY reserves the right to call on another contractor to correct the defects, and not pay the original contractor for the measures that did not pass inspection.

An amount of \$40.00 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 AGENCY in advance of any conditions preventing timely completion of work.

#### F. Amendments

This written agreement, including the attached exhibits, constitute the entire and complete agreement between the Contractor and the Agency, and each warrants that there are no additional understandings or agreements, oral or otherwise, between the parties. This Agreement supersedes any prior discussions, negotiations, agreements, oral or otherwise, between the parties. This agreement may only be modified or amended by a written request or amended proposal approved and signed by the Agency.

#### G. Ottawa County Community Action Agency: HELD HARMLESS

It is specifically agreed by and between the parties that the CONTRACTOR, in the performance of its duties shall indemnify, defend, and hold harmless the Agency, Ottawa County, its departments, agencies, Boards, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages, and claims and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty,) resulting from or related to (1) the acts or omissions of the Contractor or its subcontractors, officers, directors, employees, agents, or (2) resulting directly or indirectly from the work service or materials provided under this Contract; or 3) any failure to perform the Contractor's obligations under this Contract. In the event that any tortious conduct on the part of the CONTRACTOR arises, the CONTRACTOR shall indemnify and hold harmless Ottawa County, the AGENCY and their employees,

officers or agents, pursuant to this Contract. With respect to any action on the part of the CONTRACTOR which may give rise to a course of action in any court of law, or before any administrative body with the power and ability to assess damages and/or fault, the CONTRACTOR shall maintain insurance to sufficiently cover any and all damages. Said insurance shall provide that Ottawa County and the AGENCY is fully protected from any liability which may be caused by the wrongful acts of the CONTRACTOR. This indemnification obligation is not limited by the insurance obligations contained in this Contract.

The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

In addition, CONTRACTOR shall indemnify such parties for any funds disbursed by the County or the AGENCY to the CONTRACTOR which were wrongfully appropriated and utilized by the CONTRACTOR or which were paid to the CONTRACTOR based upon false or misleading representations or information.

#### H. Assignment and Transfer of Contract

The AGENCY may also assign and transfer this Contract when required. If the CONTRACTOR is unable or unwilling to comply with such additional conditions as may be lawfully applied, the CONTRACTOR shall terminate the Contract by giving reasonable ten (10) day written notice to the AGENCY, signifying the effective date thereof. In such event, the AGENCY may require the CONTRACTOR to ensure that adequate arrangements have been made for the transfer of the contracted work to the AGENCY. In the event of any termination, all the AGENCY's property and finished or unfinished documents and reports prepared by the CONTRACTOR under this Contract shall be returned to the AGENCY.

The CONTRACTOR is prohibited from assigning or subcontracting any of the work described in the Statement of Work without the prior written consent of the Agency. The Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, executors, administrators, assignees and successors.

#### I. EEOC and Civil Rights Act Compliance

CONTRACTOR covenants and agrees with the AGENCY that this Agreement shall be performed, executed and implemented in accordance with the requirements of Executive Order No. 12246 of September 24, 1965, and as amended by Executive Order No. 13375 of October, 1967, the regulations promulgated pursuant thereto by the Equal Employment Opportunity Commission of the Department of Labor, and the provisions of Title VI or Title VII of the Civil Rights Act of 1964. Pursuant hereto the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, and shall take such affirmative action as may be required to comply with such laws, rules, or regulations.

#### J. Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq.*, Contractor warrants that its name does not appear in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The State shall not award a contract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act.

K. Entire Agreement

This contract, including the attached exhibits, when signed by the AGENCY and the CONTRACTOR, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein

It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. All prior oral and written understandings and agreements are specifically merged herein.

L. Notices

Unless otherwise provided, all notices and all other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the cover page of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may, unless otherwise provided for in this Contract, be served or transmitted in person or by first-class mail properly addressed with sufficient postage.

M. Choice of Forum

This Contract has been executed in the State of Michigan and shall be governed by Michigan Law.

N. Waiver

The waiver of any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reasons, the unenforceability thereof shall not impair the remainder of the Contract, which shall remain in force and effect.

O. Captions

The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any what to amplify or modify the terms and provision hereof. All attachments are incorporated herein by reference as through full stated herein.

P. Explanation of Terms

The term days as used in this contract shall mean calendar days unless the term business days are used.

Q. Signatures

The signatories warrant that all statements contained within this contract, including any attachments, are complete and accurate. In addition, the signatories warrant that they are empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in one (1) original copy on the day and year first above written.

**FOR THE CONTRACTOR**

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Date

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Date

**OTTAWA COUNTY, for and on behalf of  
Ottawa County Community Action Agency**

\_\_\_\_\_  
Matthew Fenske, Chair Date  
Board of Commissioners

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Justin Roebuck, Clerk/Register Date

\_\_\_\_\_  
Witness Date



Ottawa County Community Action Agency  
12251 James Street, Suite 300  
Holland, MI 49424  
Phone: 616-393-4433  
Toll Free: 1-800-764-4111 x4433

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### Exhibit 3

#### Private Contractor Bid to Provide Weatherization Services Checklist

This checklist is provided to assist you in submitting a proper bid packet. Important reminders and items for you to check are listed below. The list provided below may not be conclusive relative to your specific qualifications and situation.

**Completed Qualifications can be sent to:**

Steven Holden, Buyer  
[purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org)  
Ottawa County Fiscal Services  
12220 Fillmore St Rm 331  
West Olive, MI 49460

**Please provide one original copy of all applicable documents.**

1. Completed Contractor Information/Application Form   
(some questions/sections may not apply to all contract types)
2. Completed price sheets   
[Complete only those sections applicable to the type of contract you are Seeking, ie, Weatherization Contractor or Mechanical/HVAC.]
3. Copy of Insurance Policy
4. Copy of relevant license(s)
5. Proof of attendance at required trainings, Indoor Air Quality Lead safe work and/or LRRP training and MIOSHA.
6. Documentation of Woman/Minority-owned business or LSA (if applicable)
7. Completed copies of all required Authorization for Criminal History Search and Background Check Forms including Central Registry form.
8. Signed Confidentiality Statement