

Ottawa County Community Action Agency

WX/DOE Bid Packet:

- Public Notice (1 pg)
- Cover Letter (2 pgs)
- Program Fact Sheet (2 pgs)
- RFP (16pgs)
- Proposed Contract for Services (11pgs plus Exhibits A, B, C ,D and E)
- Training and Technical Assistance Retention Agreement
- Confidentiality Statement
- Contractor Information/Application Form (6 pgs)
- Quotations Forms/Price Sheets (9 pgs)
- Authorization for Criminal History and Background Check (1 pg)
- Rating Criteria (1 pg)
- Bid Submission Checklist (1 pg)
- E-Verify (1 pg)



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

PUBLIC NOTICE

The Ottawa County Community Action Agency is soliciting contractors to provide insulation and home energy efficiency-related repair services (including HVAC) for the Home Weatherization Program in Ottawa County. Eligible applicants must be licensed in the State of Michigan and receive training by Michigan Department of Human Services to provide weatherization services under specified guidelines.

To receive a contractor Request for Proposal (RFP) Packet, contact Michelle Brothers at Ottawa County Community Action Agency, 12251 James Street, Suite 300 Holland, MI at (616) 393-5607, Toll Free (800) 764-4111 ext. 5607. Bidders may also find the RFP posted on the web at <http://www.miottawa.org/Community/CAA/rfp.htm>. **Completed proposals will be accepted until 4:30 pm. on Friday, September 3, 2021.**

Packets will also be available at a Pre-Bid Informational Meeting to occur at Ottawa County Community Action Agency on Friday, August 20, 2021, at 4:00 p.m. Attendance at the Pre-Bid Informational Meeting is strongly recommended for those interested in providing contractual services.

It is the mission of the Ottawa County Community Action Agency to reduce the effects of poverty in Ottawa County by promoting self-sufficiency and economic independence. Auxiliary aids available upon request to individuals with disabilities. An equal opportunity employer / program.





Ottawa County Community Action Agency
12251 James Street, Suite 300
Holland, MI 49424
Phone: 616-393-5697
Toll Free: 1-800-764-4111 x5697

WX RFP-2021
August 2021

TO: ALL POTENTIAL CONTRACTORS

Thank you for your interest in providing weatherization services in Ottawa County. The enclosed *Request for Proposal bid* package consists of the following items:

1. Ottawa County Community Action Agency Low-Income Weatherization Program Fact Sheet
2. Request for Proposal
3. Proposed Contract for Services
4. Contractor Information/Application Form
5. Quotations Forms/Price Sheets (must be completely filled out or bid **will NOT be accepted**)
6. Criminal History Authorization Form
7. Rating Criteria
8. Private Contractor Bid Check List (use this form to ensure that you have submitted all required information)
9. Confidentially Statement

Potential Contractors may request an electronic copy of the following:

- An electronic copy of any of the above contents, such as the Specification and Price Quote forms for ease of completion.
- FacsPro Work Order form outlining work measures that are completed on homes.

The award of any contract based on proposals received in response to the RFP is contingent upon Ottawa County Community Action Agency receiving adequate funds from the State of Michigan for the activity described in the RFP.

If you are recommended for a contract, the following documents **MUST** be provided prior to contract execution:

- Proof of insurance coverage;
- Possession of a valid Michigan Driver's License;
- Proof of attendance at Lead Safe Work Practice, Indoor Air Quality and LRRP training and MIOSHA training.

A bidder's meeting will occur at Ottawa County Community Action Agency on **Friday August 20, 2021 at 4:00pm at 12251 James St Suite 300, Holland MI 49424 in the main conference room**, for the purpose of providing clarification and assistance with completing the Contractor Information/Application Form and accompanying forms/materials. It is strongly recommended that interested applicants attend this meeting.

Additionally, questions may be raised by contacting Michelle Brothers (mbrothers@miottawa.org or jbrozowski@miottawa.org , at 616.393.5607 or 616. 494.5499) **by 5:00 p.m. on Monday, August 23, 2021**. Answers provided to said questions will be provided via email no later than Friday, August 27, 2021 to all who attend the bidder's meeting and/or request to be placed on the Q&A distribution list.

Proposal Packages must be submitted in accordance with the "Private Contractor Bid Check List". **Proposals must be received no later than 4:30 pm. on Friday, September 3, 2021**. Completed packages should be mailed or delivered to:

Michelle Brothers, Weatherization Program Coordinator
Ottawa County Community Action Agency
12251 James Street, Suite 300
Holland, MI 49424

Sincerely,

Michelle Brothers
Weatherization Program Coordinator

OTTAWA COUNTY COMMUNITY ACTION AGENCY

**REQUEST FOR PROPOSALS
WEATHERIZATION MATERIALS AND SERVICES**

**12251 JAMES STREET, STE 300
HOLLAND, MI 49424**



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I. INTRODUCTION

I.1. PURPOSE OF THIS REQUEST FOR PROPOSAL

The OTTAWA COUNTY COMMUNITY ACTION AGENCY (also referred to as “The Agency” or “OCCAA”) is soliciting proposals for approximately 3-5 weatherization contractors to be included on the Ottawa County Community Action Agency roster. All subsequent jobs will be awarded based primarily on the unit price provided to Ottawa County Community Action Agency by said contractor. All work is to be performed according to the minimum standards set forth by the United States Department of Energy, the Michigan Department of Health and Human Services, and the Ottawa County Community Action Agency.

Private contractors will be responsible to supply labor and material in completing all units. The contractors will have the responsibility to complete these units in a timely manner and in compliance with all applicable building codes, Standard Work Specifications (SWS), the Job Task Analysis (JTA), Community Services Policy Manual (CSPM), DOE regulations/program notices and other applicable rules and regulations.

I.2. BACKGROUND

I.2.1. Overview of Ottawa County Community Action Agency Weatherization Program

OTTAWA COUNTY COMMUNITY ACTION AGENCY operates/administers a weatherization program in Ottawa County. The U.S. Department of Energy’s (DOE) Weatherization Assistance Program (WAP) reduces energy costs for low-income households by increasing the energy efficiency of their homes, while ensuring their health and safety. The Agency’s professionally trained Weatherization inspector uses computerized energy audits and advanced diagnostic equipment to determine the most cost-effective measures appropriate for each home. Typical measures may include: installing insulation; sealing ducts; tuning and repairing heating and cooling systems; mitigating air infiltration; and reducing electric base load consumption.

I.3. MAJOR OBJECTIVES REQUEST FOR PROPOSAL

The major objectives of the solicitation are to:

- 1) Identify vendors and/or contractors that will provide Weatherization materials/services for the Agency.

- 2) To insure that all materials and/or services meet the Agency's and the Department of Energy standards and requirements as defined in Appendix A of 10 CFR 440 or as approved on a case by case basis by DOE.
- 3) To insure that all materials and/or services are provided in the timeframe established by the Agency.

I.4. OVERSIGHT AND MANAGEMENT

I.4.1. Oversight

Oversight of the Agreement will be exercised by Michelle Brothers, Weatherization Program Coordinator.

I.4.2. Liaison

A liaison, Michelle Brothers, OCCAA Weatherization Coordinator, will serve as the contact point for the vendor/contractor. The liaison will coordinate the services and serve as the communication link between the Agency and the vendor/contractor.

I.5. TYPE OF AGREEMENT AND PAYMENT SCHEDULE

This agreement will be on a cost reimbursement basis depending upon the material and/or service being purchased and installed. Established contracts will be effective for a two year contract period. The contracted Contractors may update bid pricing on a quarterly basis during the contract period. Payments will be made after completion of work and/or delivery of services, inspection, and acceptance by Agency.

I.6. PROCUREMENT SCHEDULE KEY DATES

Following are the estimated key dates in the schedule for this procurement:

| | |
|--|--------------------------|
| Request for Proposals Issued..... | August 13, 2021 |
| Bidders Conference..... | August 20, 2021 |
| Period of Time for submission of questions... | August 23, 2021 |
| Modifications to Request for Proposals (if applicable)..... | August 27, 2021 |
| Proposals Due | September 3, 2021 |
| Proposals Evaluation..... | September 7, 2021 |
| Agreement(s) Signed..... | October 1, 2021 |

OTTAWA COUNTY COMMUNITY ACTION AGENCY reserves the right to proceed under a modified version of this schedule.

II. OTTAWA COUNTY COMMUNITY ACTION AGENCY PROPOSALS REQUIREMENTS

II.1. INQUIRIES

All inquiries concerning this Request for Proposals (RFP) will be submitted by email to mbrothers@miottawa.org, or in writing and addressed to:

MICHELLE BROTHERS, WEATHERIZATION PROGRAM COORDINATOR
OTTAWA COUNTY COMMUNITY ACTION AGENCY
12251 JAMES STREET, STE 300
HOLLAND, MI 49424

During the procurement process, prospective Offerors shall contact only the individual named above. In no case shall oral communications take precedence over written communications. Only written communications shall be binding on the RFP. OTTAWA COUNTY COMMUNITY ACTION AGENCY assumes no responsibility for representations concerning conditions made by its Officers or Staff prior to the execution of an agreement, unless such representations are specifically incorporated into the RFP by subsequent official written Addendum(s). Oral conversations pertaining to modifications or clarifications of the RFP shall not be considered part of the RFP unless confirmed in writing by official written Addendum(s).

II.2. BIDDERS CONFERENCE

A **Bidders Conference** will be held at OTTAWA COUNTY COMMUNITY ACTION AGENCY, 12251 James Street, Holland, MI 49423 on **Friday, August 20, 2021, at 4:00 p.m.** in the main conference room. It is highly encouraged that all potential offerors attend the Bidders Conference. All instructions for the RFP will be provided at the Bidders Conference. All questions will be answered at the Bidders Conference. If questions are not answered at the conference, a formal process shall be implemented to ensure that all known interested parties have access to answers provided at a later date.

II.3. DATE, TIME AND PLACE TO SUBMIT PROPOSALS

One (1) original copy labeled “Weatherization RFP” shall be provided and addressed to:

MICHELLE BROTHERS, WEATHERIZATION PROGRAM COORDINATOR
OTTAWA COUNTY COMMUNITY ACTION AGENCY
12251 JAMES STREET, STE 300
HOLLAND, MI 49424

Proposals shall be accepted until 4:30 pm. on Friday, September 3, 2021. Proposals shall be accepted in person, by courier service, or via US Mail. Faxed or emailed Proposals shall not be considered.

It is the sole responsibility of prospective offerors to take notice of the date and time that Proposals are due, and to ensure their submittals are received prior to the due date and time. **Late Proposals shall not be accepted for consideration.**

The terms and conditions of the RFP supersede and control those of the proposal or of any exhibits or attachments submitted by the Respondent.

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the OTTAWA COUNTY COMMUNITY ACTION AGENCY and will not be returned to the Respondent.

All information in any Proposal submitted by the Respondent is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et. seq. (the “FOIA”)

II.4. PROPOSALS SUBMISSION

The proposal submission shall include all of the following information. Offerors must submit all applicable forms/section, with all applicable content provided. Failure to include all requested information could result in disqualification. All information provided in response to this RFP is subject to verification. Misleading and/or inaccurate information shall be grounds for disqualification at any stage in the procurement process.

- A. Contractor Information/Application Form, including Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- B. Completed Weatherization Contractor Price List
- C. Copy of Insurance Policy
- D. Copy of Relevant License(s)

- E. Proof of attendance at Indoor Air Quality Training, MIOSHA, as well as Lead Safe Work Practices training and/or EPA's Lead Renovation, Repair and Painting Rule certification.
- F. Documentation of Woman/Minority owned business or LSA (if applicable)
- G. Completed copies of all required Authorization for Criminal History Search and Background Check forms including Central Registry form.
- H. Signed Confidentiality Statement

The Proposals package consisting of all signed Proposals containing all required and applicable information shall be SEALED, clearly labeled as previously directed, and delivered, on or before **Friday, September 3, 2021 by 4:30 PM**. Submission of a signed proposal(s) is acknowledgment and acceptance of all terms and conditions of the solicitation. OTTAWA COUNTY COMMUNITY ACTION AGENCY reserves the right to reject any and all Proposals.

II.5. PROPOSALS OPENING

Proposals shall be opened at OTTAWA COUNTY COMMUNITY ACTION AGENCY at the date and time designated in section I.6. The name of each Offeror shall be recorded. Proposals are not subject to public inspection.

II.6. INTEGRITY OF PROPOSALS

By signing a proposal (s), an Offeror affirms that she/he has not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any OTTAWA COUNTY COMMUNITY ACTION AGENCY member in connection with the submitted Proposals. Failure to sign the Proposals, or signing it with a false statement, shall void the submitted Proposals or any resulting agreements, and the Offeror shall be removed from all supplier/contractor lists.

II.7. QUOTE APPLICABILITY

Offeror must substantially conform to the terms, conditions, specifications and other requirements found with the text of the Specifications and Pricing Quotes. All previous agreements or other documents, which have been executed between the Offeror and OTTAWA COUNTY COMMUNITY ACTION AGENCY are not applicable to this Request for Proposals or any resultant agreement.

II.8. LICENSES

Offerors shall maintain in status all Federal, state, and local licenses and permits required for the operation of business conducted by the Offeror. Offeror shall provide a current residential builders/maintenance and alteration license, Electrical License, Mechanical License, Plumbing License and/or any and all additional applicable licenses with the State of Michigan Department of Consumer and Industry Services.

II.9. TRAINING

Contractors and all crew members must be trained in, Indoor Air Quality, MIOSHA 10, and comprehensive training, Lead Safe Work Practices and/or Lead Renovation, Repair and Painting will be excepted in lieu of, as specified in the CSPM. All weatherization workers are to be familiar with the NREL JTA's. Proof of training must be provided with submission of the RFP, or within 180 days of approval as a Weatherization Contractor. Preference **may** be given to Contractors already in possession of certification.

II.10. TRAINING SESSIONS

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 at no additional cost to OTTAWA COUNTY COMMUNITY ACTION AGENCY. Failure to attend required trainings within the specified time periods shall render the Contractor and/or their employees ineligible to perform any weatherization work for Ottawa County. Trainings at times are often sponsored by the Department of Health and Human Services (BCAEO) and held at locations outside of Ottawa County.

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 daily stipend upon completion of the training of \$300.00 per day per person. See attached Training and Technical Assistance Retention Agreement of the Master Contract.

II.11. MINIMUM OFFEROR QUALIFICATIONS

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

- A. Experience in weatherization or comparable area of building science
- B. Builders or Residential Maintenance/Alteration License
- C. Appropriate Insurances
- D. Training Certifications
- E. Required Equipment

TRAINING

Offeror and all crew members must be trained in Lead Safe Work Practices (LSW), and/or Lead Renovation, Repair and Painting (LRRP) and Indoor Air Quality (IAQ), MIOSHA 10 and comprehensive training. Proof of training must be provided with the proposal package, or within 180 days of approval as a Weatherization Contractor. Preference may be given to offerors already in possession of certification.

TRAINING SESSIONS

The offeror, as well as any employee of the contractor, who will be performing any work as pursuant to a contract awarded as a result of this RFP, will be required to attend appropriate training sessions under the direction of OTTAWA COUNTY COMMUNITY ACTION AGENCY at no additional cost to the Agency. All reasonable efforts will be made to schedule training at convenient times for the contractor and their employees.

BLOWER DOOR TESTING

It is highly recommended, and may be required, for the offeror to purchase and maintain, at their expense, a Blower Door that meets the Specifications of OTTAWA COUNTY COMMUNITY ACTION AGENCY. A contractor may be required to perform a blower door test on an assigned unit prior to starting work and after making required weatherization improvements. Note: it may be required to perform more than two (2) blower door tests due to dwelling conditions. All such tests shall be made with no additional reimbursement to the contractor by OTTAWA COUNTY COMMUNITY ACTION AGENCY. Preference will be given to offerors already in possession of acceptable blower door equipment.

II.12. FAILURE TO PASS POST INSPECTIONS

If a job does not pass post inspection, 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.

II.13. ASSIGNMENT OF WORK

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 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 OTTAWA COUNTY COMMUNITY ACTION AGENCY. Offerors should read the Special Conditions section of the attached contract for the terms governing the assignment of work.

II.14. PREFERENCES

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

- Minority firms;
- Women Business Enterprises; and
- Labor Surplus Area Firms;

As noted in previous sections, preference may/will also be given for completion of specified training/certifications, and ownership of blower door testing equipment. See section II.21 below for additional information on selection criteria.

II.15. DOCUMENTATION OF INSURANCE

Prior to the implementation date of the agreement, the Offeror shall provide OTTAWA COUNTY COMMUNITY ACTION AGENCY with documentation evidencing insurance for minimum coverage as follows:

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.

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.

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 CONTRACTOR shall carry AUTOMOBILE insurance as follows:

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

It will be the responsibility of the contractor to provide OTTAWA COUNTY COMMUNITY ACTION AGENCY with current updates to above insurances.

II.16. COSTS FOR PREPARATION OF PROPOSALS

The OTTAWA COUNTY COMMUNITY ACTION AGENCY assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. This request for proposals and information does not commit the OTTAWA COUNTY COMMUNITY ACTION AGENCY to pay any costs incurred in the preparation of responses, to procure or contract for any service or services whatsoever, or to award a contract. No payments shall be made to cover costs incurred by any Offeror in the preparation or submission of the Proposals, nor any other associated costs.

II.17. RFP MODIFICATIONS

OTTAWA COUNTY COMMUNITY ACTION AGENCY shall prepare written Modifications(s) if needed. All modifications to this RFP shall be prepared by OTTAWA COUNTY COMMUNITY ACTION AGENCY and formally issued to all holders on record of RFP documents. Addenda shall be issued

not later than the date specified in the schedule. Written addenda shall serve to amend the RFP documents accordingly.

II.18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this RFP, the Offeror certifies that in connection with this procurement:

1. Prices in the Proposals have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

Each person signing the Proposals certifies either that:

- A. He or she is the person in the Offeror's organization responsible for the decision as to any prices being offered herein, and that he or she has not participated in, and shall not participate in, any action contrary to the requirements of this document.
2. He or she is not the person in the Offeror's organization responsible for the decision as to any prices being offered herein, but that he or she has been authorized to act as agent for the persons responsible for such decision. Furthermore, those persons have not participated in, and shall not participate in, any action contrary to the requirements of this document.

Any offer made in the submitted Proposals, and any clarifications to the Proposals shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in an agreement.

II.19. PROPOSALS EVALUATION AND AWARD(S)

All Proposals submitted shall be evaluated in accordance with OTTAWA COUNTY COMMUNITY ACTION AGENCY criteria.

At its option, OTTAWA COUNTY COMMUNITY ACTION AGENCY may accept an RFP Proposals package as written by issuing an agreement that refers to this RFP document and the RFP response package as written. Because OTTAWA COUNTY COMMUNITY ACTION AGENCY may use this option, the Offeror shall include in their written RFP response package, all requirements, terms or conditions it may have, and shall not assume an opportunity will exist to add such matters after the RFP response package has been submitted.

SELECTION CRITERIA

The selection of awardees will be based on a point system encompassing the areas listed below and pricing. The section point system shall be based on 90 total possible points, detailed in the following:

- 25 points for prior relevant weatherization experience
- 20 points for pricing
- 20 points for demonstrated capacity and equipment
- 10 points for training and certifications
- 15 points each for minority-owned firms, woman-owned firms,

The Selection Committee, consisting of the Weatherization Program Coordinator, OCCAA Program Manager, an agency support staff member, and staff inspector will convene to open the sealed bids and determine the eligibility of the offerors based upon the criteria stated above and in the best interest of OTTAWA COUNTY COMMUNITY ACTION AGENCY. It is estimated that three to five offerors receiving the highest total score will be selected as approved contractors that will comprise the agency Roster. The number of contracts issued may vary depending upon the size and estimated production capacity of the offerors.

II.20. REVIEW AND APPEAL PROCESS

If you have not been selected as a contractor for the low income weatherization program through OTTAWA COUNTY COMMUNITY ACTION AGENCY (OCCAA) you have a right to request a review under the attached Complaint/Appeal Policy. A Request for Expedited Procedure and/or Informal Hearing (hereafter Request) may be denied if the complainant lacks standing to contest the OCCAA's determination. To have standing, the complainant must be the potential contractor whose proposal was rejected. The OCCAA may also refuse the Request and issue a decision if the request is not filed in a timely manner or the complainant fails to comply with those procedures set forth in the Complaint/Appeal Policy.

II.21. CONFLICT OF INTEREST

The contractor shall notify OTTAWA COUNTY COMMUNITY ACTION AGENCY if they or any person holding key or other position within their company have any relationship to or with any OTTAWA COUNTY COMMUNITY ACTION AGENCY personnel that would be considered a conflict of interest. By signing the RFP, the contractor is stating that no such relationship exists.

II.22. DEBARMENT AND SUSPENSION

The contractor shall be required to submit, in writing, at the time of submittal of the RFP, disclosure of whether the contractor, or its principals, is or is not

debarred, suspended, or proposed for debarment by the Federal Government. OTTAWA COUNTY COMMUNITY ACTION AGENCY shall then be required to report the status of said contractor to the Michigan Department of Health and Human Services. (Form is attached to Contractor Information/Application Form).

II.23. CRIMINAL AND RELATED BACKGROUND CHECK REQUIREMENTS

Each prospective contractor shall be required to provide a completed and signed Authorization for Criminal History Search and Background Check form, including Central Registry form, for each employee providing labor at a residential work site.

II.24. EQUAL OPPORTUNITY

OTTAWA COUNTY COMMUNITY ACTION AGENCY will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Respondents who are awarded a contract shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment or participation because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, political affiliation, beliefs, or citizenship.

II.25. CHOICE OF LAW

Any Contracts awarded pursuant to this RFP will be executed in the State of Michigan and shall be governed by Michigan law.

II.26. MISCELLANEOUS

OTTAWA COUNTY COMMUNITY ACTION AGENCY reserves the right to accept or reject any part of any Proposals, and to accept or reject any or all Proposals without penalty. OTTAWA COUNTY COMMUNITY ACTION AGENCY reserves the right to waive minor deficiencies and informalities if, in the judgment of OTTAWA COUNTY COMMUNITY ACTION AGENCY, the best interests of OTTAWA COUNTY COMMUNITY ACTION AGENCY shall be served.

III. PROPOSED CONTRACT FOR SERVICES

A Proposed Contract for Services document is attached. The Proposed Contract must be carefully reviewed by all offerors. Offerors should be able to conform to all applicable provisions of the Proposed Contract.

IV. PROPOSALS CONTENT AND FORMAT

The specifications and pricing quotes are attached.

V. PROPOSALS EVALUATION

V.1. EVALUATION PROCESS

OTTAWA COUNTY COMMUNITY ACTION AGENCY will evaluate this RFP. OTTAWA COUNTY COMMUNITY ACTION AGENCY will determine the best offer(s). Proposals must meet all the mandatory criteria in order for the Proposals to be evaluated. Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by OTTAWA COUNTY COMMUNITY ACTION AGENCY without further discussion.

Submitted by:

Signature Date

Printed Name and Title

Company



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

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 2021 through June 2022. 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: October 1, 2021 to September 30, 2023

Program Title: Weatherization Assistance Program

Contract Type: General Weatherization

**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 October 1, 2021, 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 Community Services Policy Manual (CSPM) 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 October 1, 2021, through September 30, 2023, 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 \$300.00 per day per person. 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 of 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 two (2) original copies 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**

Roger A. Bergman, Chair Date
Board of Commissioners

Witness Date

Justin Roebuck, Clerk/Register Date

Witness Date

Standard Work Specifications

Standard Work Specifications are measure specific and are the guidelines for the minimum requirements to ensure that the work performed and measures installed during the Weatherization Program are effective, durable, and safe. The QC Checklist will include the applicable items per job and will accompany jobs when assigned.

The SWS link may be accessed for specifications of individual measures.
<https://sws.nrel.gov/>

This will be completed as defined in Appendix A of 10 CFR 440 or as approved by DOE on a case by case basis.

CERTIFICATE OF INSULATION

ADDRESS OF RESIDENCE: _____

NAME OF INSTALLER: _____

ADDRESS: _____

INSULATION TYPE: _____

MANUFACTURER: _____ BATCH NO. _____

NUMBER OF BAGS AND/OR FEET: _____

| <u>LOCATION OF EACH SPACE INSULATED</u> | <u>SQUARE FEET</u> | <u>NO. BAGS/FEET INSTALLED</u> | <u>R-VALUE INSTALLED</u> |
|---|--------------------|--------------------------------|--------------------------|
| _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |

COMPLETION DATE: _____

I HEREBY CERTIFY THAT THE INSTALLATION WAS CARRIED OUT IN CONFORMANCE TO ALL APPLICABLE STANDARD PRACTICES, CODES, AND REGULATIONS.

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

- COPY TO:
- a) Householder
 - b) Affixed to house at or near electrical panel, along with copy of R-value from label
 - c) OCCAA Weatherization Program

Contractor Price Lists

Price Sheets are included in the RFP packet and final prices will be attached to contracts after contracts are awarded.

State of Michigan Weatherization Assistance Program (WAP)

Ottawa County Community Action Agency

PRELIMINARY AWARD NOTICE-CONTRACTOR ACCEPT/DECLINE

PRELIMINARY AWARD NOTICE DATE: _____

CONTRACTOR NAME: _____

JOB NUMBER: _____ CLIENT NAME: _____

CLIENT ADDRESS: _____

CONTRACTOR JOB OFFER RESPONSE (CHECK APPROPRIATE BOX)

ACCEPT

DECLINE

CONTRACTOR NAME (PRINT): _____

CONTRACTOR SIGNATURE:

DATE: _____

OTTAWA COUNTY COMMUNITY ACTION AGENCY

COMPLAINT/APPEAL POLICY

Date:

Title: Appeals Policy

Purpose: Ottawa County Community Action Agency (OCCAA) seeks to provide the best possible service to participants, contractors, partners and the community. As part of those services, OCCAA establishes this Complaint Policy to provide a framework which ensures that each problem is resolved with sensitivity, efficiency, and fairness.

This policy applies to all complaints by an applicant, contractor, or a potential contractor under a program funded by or through the Michigan Department of Human Services.

References: Michigan Department of Human Services, Community Services Policy Manual Item 205; 1990 AACS, R 400.19201; R 400.19403; and R 400.19404

Rescissions: None

Procedure:

Definitions:

Administrative Hearing: a hearing before any governmental agency (BCAEO). The agency will make a ruling.

Appeals Committee: committee members selected by the advisory board that review items in dispute and seek clarification or resolution to the dispute, with approval from the governing/advisory board.

Complainant: a person protesting a decision of the Ottawa County Community Action Agency.

Filed: means the document has been received by the OCCAA.

Grantee: means a local CAA, public agency, nonprofit private agency, nonprofit organization, or other entity that receives funds from BCAEO.

Informal Hearing: a hearing before the Appeals Committee, who will make a determination.

Sent: the date on which a decision or notification is placed in the mail or personally served on a party.

Receipt: the date on which a communication between the parties is file-stamped or noted as received by the Ottawa County Community Action Agency.

Appeals

An opportunity to appeal a determination made by the Ottawa County Community Action Agency (OCCAA) under a program funded by or through the Michigan Department of Human Services exists for the following:

1. An application for a low-income service if there has been a partial or complete denial of assistance and if all of the following provisions have been satisfied:
 - a. The services denied are specific, tangible benefits for which Bureau of Community Action and Economic Opportunity (BCAEO) provides funding.
 - b. Funds are currently available.
 - c. The OCCAA has the authority to provide or disburse funds.
 - d. The applicant has completed a formal, written application for such services.
 - e. The applicant falls within the program guidelines or believes that they can prove they fall within the program guidelines.
2. A service provider's contract has been suspended, terminated or not renewed if the contract contained an option to renew.
3. A contractor's or potential contractor's application or proposal to provide services was denied.
4. An administrative action has been taken that limits or imposes requirements on the contractor or service provider.

Within 20 calendar days of reaching a decision on items 1-4 above, the OCCAA will send a written *Notice of Action Taken* to the applicant, contractor, or service

provider of the OCCAA's action to suspend, terminate, not renew, or deny a contract or service, including a notice of the right to appeal and a *Request for Expedited Procedure or an Informal Hearing (Request)* utilizing certified/registered mail. Any written request for appeal must be received by the OCCAA within 10 business days of complainant's receipt of the *Notice of Determination* and will be treated as a request for an informal hearing.

The *Notice of Action Taken* will contain the information or criteria on which the OCCAA's action was based and a statement that the information or criteria is available for review by the affected parties. The *Notice of Action Taken* will also advise the complainant of the opportunity to submit additional information to the direct service worker/staff of the OCCAA. This information will be retained in the file.

The *Notice of Action Taken* will inform the complainant of the option to pursue an expedited resolution or proceed directly to an informal hearing with the OCCAA Appeals Committee scheduled within 30 calendar days of OCCAA's receipt of the *Request for Expedited Procedure or an Informal Hearing (Request)*. The complainant may designate which procedure is preferred. An example of the *Request* is attached to this policy.

A *Request for Expedited Procedure and/or Informal Hearing* (hereafter *Request*) may be denied if the complainant lacks *standing* to contest the OCCAA's determination. To have *standing*, the complainant must be the person, service provider, contractor or potential contractor against whom the actions listed in 1-4 above were taken or will be taken. The OCCAA may also refuse the *Request* and issue a decision if the request is not filed in a timely manner or the complainant fails to comply with these procedures.

Expedited Review Procedure

The applicant, contractor, or service provider must file the *Request* within 10 business days of their receipt of the *Notice of Action Taken*. The *Request* must be in writing, addressed to the Program Supervisor, or if the complainant is a contractor, addressed to the OCCAA Executive Director. The *Request* shall contain the name, address, and telephone number of the applicant, contractor, or service provider and briefly describe the reason why the services should be received or the contract granted or retained. Within 7 calendar days of receipt of the *Request*, the OCCAA will mail a notification to the complainant of the opportunity for a meeting with the Program Supervisor and/or the Executive Director, and direct service worker. The time and place of the meeting will be contained in the notice.

The meeting will be scheduled no later than 14 calendar days after OCCAA receives the *Request for Expedited Procedure*. The notice will also specify the time and place of a tentatively scheduled informal hearing before the OCCAA Appeals Committee in the event the matter is not resolved to the complainant's satisfaction at the meeting with the Program Supervisor/Executive Director. If the matter is resolved during the Expedited Process, a record of the resolution will be documented, signed by the complainant, and retained in the complainant's file.

Informal Hearing

If the complainant chooses to proceed directly to an informal hearing with the Appeals Committee or if an attempt at expedited resolution fails, an informal hearing before the Appeals Committee will be scheduled to take place within 21 calendar days of the receipt of mailing the *Request*. During the informal hearing, the Appeals Committee will review items in dispute and seek clarification or resolution of the dispute.

The complainant may appear before the Appeals Committee in person or through a designated representative.

A record of the meeting, including relevant facts, will be maintained and a determination rendered, in writing to the complainant(s).

The Appeals Committee decision shall be sent to the Advisory Board for approval. Once the decision is approved, notification of the Appeals Committee/Advisory Board's determination must be mailed within 30 calendar days of the *Request for Expedited Procedure or an Informal Hearing*. Notice of the Appeals Committee/Advisory Board's determination will include a statement that the claimant may appeal to the Michigan Department of Human Services within 10 business days.

These proceedings must be conducted within an aggregate of 60 calendar days from the time the *Request* is filed.

Appeal to the Michigan Department of Human Services

A claimant may appeal the decision of the Appeals Committee/Advisory Board to the Michigan Department of Human Services within 10 business days by submitting a written appeal to:

Michigan Department of Human Services

Bureau of Community Action and Economic Opportunity
235 South Grand Avenue, Suite 202
Lansing, MI 48909

This appeal must be in writing and should include, to the extent possible, the following information:

1. A copy of the original appeal and all correspondence relating to the appeal.
2. The full name, address, and telephone number of the person(s) making the appeal.
3. The full name and address of the party against whom the appeal is made, or other information sufficient to identify the party against whom the appeal is made.
4. A clear and concise statement of the facts as alleged, including pertinent dates, constituting the alleged violation.
5. The provision of the act, regulation, grant, or other agreements believed to have been violated.
6. The relief requested.

The decision rendered by the Michigan Department of Human Services will be mailed within 30 calendar days from receipt of the appeal and is the final step in the appeal procedure. This decision will be sent in writing to the appellant/complainant with a copy to the OCCAA. This decision shall be retained in the complainant's file.

Action: This policy goes into effect immediately.

Inquiries: Any questions regarding this policy memorandum should be directed to the Program Supervisor.

Expiration Date: Continuing

Notice of Action Taken Regarding:

Name: _____

Address: _____

Telephone Number: _____

The Ottawa County Community Action Agency has entered a decision which (check the appropriate box):

- Denies or partially denies your application for a low-income services funded by the Michigan Department of Human Services.
- Suspends, terminates or fails to renew your contract with Ottawa County Community Action Agency.
- Denies your application or proposal to provide services for Ottawa County Community Action Agency.
- Limits or imposes requirements on your contract with Ottawa County Community Action Agency.

The Ottawa County Community Action Agency based its decision on the information or criteria explained below:

This information is available for your review. To arrange a time to view the information, please call #616-393-4433.

You may also submit additional information which you believe supports your appeal of this decision to the direct service worker or the Ottawa County Community Action Agency.

Notice of Right to File a Request for Expedited Procedure and/or an Informal Hearing

You have the right to request an appeal of this decision by filling out and sending the enclosed/attached **Request for Expedited Procedure and/or an Informal Hearing** to:

Program Supervisor
Ottawa County Community Action Agency
12251 James St., Ste. 300
Holland, MI 49424

The **Request for Expedited Procedure and/or an Informal Hearing** must be mailed to the Ottawa County Community Action Agency within 10 business days of your receipt of the **Notice of Action Taken**.

You may choose to pursue an Expedited Procedure which allows you to meet with the Program Supervisor and/or the Executive Director and attempt to resolve this matter before proceeding to an informal Hearing before the Ottawa County Community Action Agency Appeals Committee. If you choose the Expedited Procedure, a notification containing the date, time and place of the meeting will be placed in the mail to you within 7 days of the receipt of your request. If you are unable to resolve this matter at that time, you may still proceed with the Informal Hearing which will be scheduled within 21 days of the date the Community Action Agency receives the *Request for Expedited Procedure or an Informal Hearing*.

If you choose to proceed directly to the Informal Hearing before the Ottawa County Community Action Appeals Committee, a notification of the date, time, and place of the hearing will be mailed to you within 7 days of the date your request was received. The Informal Hearing will be scheduled within 21 days of the date the Community Action Agency receives the *Request for Expedited Procedure or an Informal Hearing*.

A copy of the decision made at the Informal Hearing will be mailed to you within 30 days of filing your *Request for Expedited Procedure or an Informal Hearing*.

A copy of the Ottawa County Community Action Agency Appeals Policy, which explains the appeals procedures in greater detail, is attached to this notice.

Date: _____

TRAINING AND TECHNICAL ASSISTANCE RETENTION AGREEMENT

THIS TRAINING AND TECHNICAL ASSISTANCE RETENTION AGREEMENT made this 1st day of October, 2021, is by and between Ottawa County Community Action Agency (hereinafter "OCCAA"), and ****contractor LLC (hereinafter "Contractor"), for training and technical assistance (hereinafter "T&TA") towards the cost of the Weatherization Inspector Certification Course (hereinafter "Training Course") under the Michigan Weatherization Assistance Program (hereinafter "M-WAP").

WITNESS:

WHEREAS, Section 3.0 of DOE's Weatherization Program Notice 09-1B requires that contractors receiving DOE T&TA funds sign a retention agreement that they will provide weatherization services for a specific amount of time that aligns with the funds provided;

WHEREAS, Contractor desires to receive T&TA funds assistance for the Course;

NOW THEREFORE, in consideration of the premises and agreements of OCCAA and Contractor as hereinafter provided, the parties hereby mutually agree as follows:

1. OCCAA will provide DOE T&TA funds to cover the cost of Contractor's participation in the Training Course, limited to the following:
 - a. All reasonable travel costs in accordance with DOE standards;
 - b. \$300.00 daily stipend, per person per day upon completion of training;
2. Contractor shall satisfactorily complete the Training Course and any examinations required thereto;
3. Contractor shall remain actively employed or actively participate in M-WAP weatherization inspections for a period of no less than twelve (12) months following completion of the Training Course.

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

5. Contractor has read and understands the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first indicated.

CONTRACTOR:

Signature

Date

Printed Name:

Ottawa County Community Action Agency

Signature

Date

Printed Name: Michelle Brothers

Title: Program Coordinator



Confidentiality Statement

The office of Ottawa County Community Action Agency contains information that is privileged, confidential, or otherwise protected from use and disclosure. You are hereby notified that any review, disclosure, copying, dissemination or transmission, or the taking of any action in reliance on its contents, or other use, is strictly prohibited.

Acknowledgement and Agreement:

Employee/Volunteer/Contractor acknowledges that he/she has read and carefully considered the terms of the above Confidentiality Statement and that he/she fully understands the terms and conditions herein.

Employee/Volunteer/Contractor agrees that the terms of this Confidentiality Statement are fair and reasonable and will uphold the terms and conditions as required for the protection and the interest of Ottawa County Community Action Agency and its clients.

Employee/Volunteer/Contractor signature

Date

Printed Name

OTTAWA COUNTY COMMUNITY ACTION AGENCY
12251 JAMES STREET, STE 300, HOLLAND, MI 49424
Phone: 616.393.4433 Fax: 616.393.5612

Contractor Information/Application Form

Please Note: If applicable, copies of your Contractor's License must accompany this application. If qualified, also include a copy of your certificate from a minority/women business program. Please ask your insurance agent to submit a copy of your Certificate of Insurance and Bonding.

Please Print Legibly or Type

Type of contract you are applying for (check all that may apply):

- Residential Weatherization Construction: minor repairs, batt insulation, blown insulation, window and door repair and weather-stripping, air sealing, caulking, replacement of windows and doors, minor or incidental structural repairs, duct sealing and/or repair and/or replacement.
- HVAC Mechanical: furnace/cooling system major overhaul, repair or replacement; water heater repair or replacement, etc.
- Other: _____

Business Name: _____

Owner/Representative: _____

Business Address: _____
Number Street City Zip Code

Mailing Address: _____
Number Street City Zip Code

Area Code/Phone Numbers: _____
Office Fax Mobile

Email Address: _____

Federal I.D. #: _____

If not incorporated, Social Security #: _____

Year firm was established: _____

License Information:
Residential Builders/Maintenance & Alteration
License # _____

Expiration Date _____

Mechanical Contractor's License # _____

Expiration Date _____

Other (Specify) _____

License # _____

Expiration Date _____

Have you ever participated in the Weatherization Assistance Program before? Yes No

If yes, when? _____, and where? _____

Have you or any of your employees received a certificate for having attended a Lead Safe Work Practice Training? Yes No If yes, please provide copy of certificate.

Have you or any of your employees attended a DHS-sponsored Indoor Air Quality Training? Yes No If yes, please provide documentation of attendance.

Have you or any of your employees received a certificate for having completed the LRRP requirements? Yes No If yes, please provide copy of certificate.

Have you or any of your employees received a certificate for having completed the MIOSHA requirements? Yes No If yes, please provide copy of certificate

Areas of Expertise: Please check the type of work you are qualified/licensed to perform. Check if the work is performed by company employees (CO) or sub-contractors (SUB), and indicate the years of experience you had in that area of work.

| Type of Work | CO | SUB | # of Yrs of Exp |
|--|----|-----|-----------------|
| General carpentry | | | |
| Roofing | | | |
| Attic Insulation | | | |
| Sidewall Insulation (dense pack/blown in) | | | |
| Bypass/Air Sealing | | | |
| Door/window replacement | | | |
| IAQ Certification | | | |
| Glass Replacement and Glazing | | | |
| Drywall | | | |
| General Mobile Home Repairs | | | |
| Heating & Ventilation – Repair and Replacement | | | |
| Plumbing | | | |

| | | | |
|------------------------|--|--|--|
| Electrical | | | |
| Asbestos Abatement | | | |
| Lead Abatement | | | |
| Blower Door Experience | | | |

Please provide an estimate of the number of Weatherization jobs your company could complete per week, if awarded a contract: _____

How many employees do you employ full-time? _____ part-time? _____

Please list all education and training that you have had specific to Building Science and Weatherization.

| <u>Training</u> | <u>Date</u> |
|-----------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Please list all certifications that you have obtained related to Building Science or Weatherization

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Please provide additional explanation of relevant prior experience in providing weatherization specific services, including work installing various types of weatherization measures, access to required equipment, etc.

List two major suppliers from whom you purchase most of your supplies:

| <i>Name</i> | <i>Address</i> | <i>City</i> | <i>Area Code/Phone</i> |
|-------------|----------------|-------------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

List two financial institutions (banks, savings and loan association, etc.) with whom you have established credit:

| <i>Name</i> | <i>Address</i> | <i>City</i> | <i>Area Code/Phone</i> |
|-------------|----------------|-------------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

List the names and addresses of the last three clients for reference purposes:

| <u>Name</u> | <u>Address</u> | <u>Area Code/Phone</u> |
|-------------|----------------|------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Have you ever worked for a local unit of government (county, city, township)?

Yes No

If Yes, when and where? _____

What type of job? _____

Does your company have the capability of receiving job orders and submitting job completion reports and related documentation electronically/via email?

Yes No

Comment (optional): _____

Are you registered with a minority/women's business enterprise program or LSA?

Yes No *If your answer is "YES," please submit a copy of certification.*

Does your company qualify as a Small Business" according the Small Business Act (generally defined as having fewer than 500 employees). Yes No

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT ALL INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

- Contractor License Class and bond are current, and the undersigned contractor agrees to maintain in current status all licenses and bonds as required by the contracting agency.
- That the work be performed in accordance with the property requirement standards.
- That if the work performed by the contractor is found to be unsatisfactory by the administering agency or if contract relations between the contractor, homeowner or other parties are found to be unsatisfactory, that the administering agency may remove the contractor's name from the approved list, with such accompanying publicity as it deems necessary.
- The contractor will abide by the federal regulations pertaining to equal employment opportunity.
- That the work will be done in conformance with all appliance codes and zoning regulations.
- To guarantee work performed for a period of eighteen (18) months.

Further, I authorize the OCCAA administrators to verify the above information.

Contractor's Signature: _____ Date _____

CONTRACTOR'S NAME: _____

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. A contract award (see 2 CFR Part 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

(Before Signing Certification, Read Attached Instruction)

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

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

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Name

Title

Signature

Date

OTTAWA COUNTY COMMUNITY ACTION AGENCY

WEATHERIZATION CONTRACTOR PRICE LIST

Contractor & Submission Date: _____

Indicate the Cost for **Providing and Installing** Each Item

All items used must meet or exceed the material specifications and installation standards identified in the State of Michigan Technical Weatherization Policies (TWP) as well as the Customer Service Policy Manual (CSPM) the Standard Work Specifications (SWS) and NREL Job Task Analysis (JTA's)

Site Built Home: Measures and Descriptions

| Item | Additional Weatherization Measures | Unit | Labor \$ | Material \$ | Total \$ | General Labor |
|------|---|------|----------|-------------|----------|---|
| | Hourly Weatherization Rate | HR | | | | |
| | Attic Insulation | Unit | Labor \$ | Material \$ | Total \$ | |
| 1 | Blown Cellulose - R-11 (Includes CB attic) | SQFT | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Blown FG R-11 (Includes CB attic) | SQFT | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | FG Batts - R-11 (Includes CB attic) | SQFT | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Cellulose Dense pack R-11 | SQFT | | | | Solid Barrier & Air sealing @ top and bottom of RR |
| 2 | Blown Cellulose - R-19 (Includes CB attic) | SQFT | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Blown FG R-19 (Includes CB attic) | SQFT | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Fiberglass Batts - R-19 (Includes CB attic) | SQFT | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Cellulose Dense pack R-19 | SQFT | | | | R-13 Solid Barrier & Air sealing @ top and bottom of RR |
| 3 | Blown Cellulose R-30 (Includes CB attic) | SQFT | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |

| | | | | | | | |
|----|---|------|--|--|--|--|---|
| | Blown FG R-30 (Includes CB attic) | SQFT | | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| 4 | Blown Cellulose - R-38 (Includes CB attic) | SQFT | | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Blown FG R-38 (Includes CB attic) | SQFT | | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| 5 | Blown Cellulose - R-49 (Includes CB attic) | SQFT | | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Blown FG R-49 (Includes CB attic) | SQFT | | | | | All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification |
| | Sillbox, Foundation, Floor Insulation | | | | | | |
| 7 | Sill Insulation: FG - R-19 | SQFT | | | | | |
| | Sill Insulation: - 1" Spray Foam + FG R-13 | SQFT | | | | | |
| | Sill Insulation: - 1" Spray Foam + FG R-11 | SQFT | | | | | |
| | Sill Insulation - 1" Foam board + FG R-13 | SQFT | | | | | Foam Seal insert Edges |
| 8 | F'n'd Wall Insulation -Rigid Foam Board R-12 | SQFT | | | | | |
| 9 | Floor Insulation - FG R-11 | SQFT | | | | | Includes any necessary mesh or supports |
| | Floor Insulation - Spray Foam -R-11 | SQFT | | | | | |
| 10 | Floor Insulation - FG R-19 | SQFT | | | | | Includes any necessary mesh or supports |
| | Exterior Wall Insulation | | | | | | |
| 13 | Blown Cellulose - 2x4 Filled | SQFT | | | | | |
| | Blown Fiberglass - 2x4 Filled | SQFT | | | | | |
| | Fiberglass Batts 2x4 Filled: open wall | SQFT | | | | | |
| | Blown Cellulose - 2x4 Filled - Interior or Masonry Wall | SQFT | | | | | |
| | Blown FG - 2x4 Filled - Interior or Masonry Wall | SQFT | | | | | |
| | Kneewall Insulation | | | | | | |
| 14 | Kneewall Insulation - FG Batts - R-13 | SQFT | | | | | Include Bypass Below KW and Air Barrier (ex Tyvek) |
| | Kneewall Insulation - Spray Foam - R-14 | SQFT | | | | | Include Bypass Below KW & any necessary flame retardation ex. Tyvek |
| | Knee Wall - Air Barrier Skin | SQFT | | | | | |
| | Duct/Pipe Insulation & Miscellaneous | | | | | | |
| 15 | Duct Insulation | SQFT | | | | | R-8 minimum |
| | Pipe Insulation (w/in thermal boundary) | LF | | | | | R-3.5 minimum |

| | | | | | | | |
|----|--|------|----------|-------------|----------|--|---|
| | DHW Pressure Relief Drop Leg | EA | | | | | Mechanically Attached (ex. Threaded) & to within 6" of floor |
| | Magnetic Furnace Filter Slot Cover | EA | | | | | |
| | Programmable Thermostat | EA | | | | | |
| | Grill - 10"X20" in Door (one side) | EA | | | | | |
| | Windows/Storms | Unit | Labor \$ | Material \$ | Total \$ | | |
| 16 | Windows Sealing | EA | | | | | caulking & air sealing |
| 17 | Window - Plastic Storm | UI | | | | | |
| | Window - Glass Storm | UI | | | | | |
| 18 | Window Replacement | UI | | | | | self storing |
| 19 | Window Replacement - Vinyl, Double Pane, Low E | UI | | | | | Installation, trim, and all finish details |
| | Window - Standard Bsm't Storm | EA | | | | | |
| | Window - Non-standard Bsm't Storm | EA | | | | | |
| | Window - Sash Lock | EA | | | | | |
| | Window - Pulley Cover | EA | | | | | |
| | Window - Basement Window Close-out | EA | | | | | Pressure Treated Wood Frame & Panel, Caulk, Insulation, & 100% air seal |
| | Compact Fluorescent Light Bulbs (CFL) | | | | | | |
| 35 | 5 Watt Lighting | EA | | | | | |
| | 7 Watt Lighting | EA | | | | | |
| | 9 Watt Lighting | EA | | | | | |
| | 13 Watt Lighting | EA | | | | | |
| | 18 Watt Lighting | EA | | | | | |
| | 25 Watt Lighting | EA | | | | | |
| | 26 Watt Lighting | EA | | | | | |
| | 38 Watt Lighting | EA | | | | | |
| | 11 Watt Flood Lighting | EA | | | | | |
| | 15 Watt Flood Lighting | EA | | | | | |
| | 18 Watt Flood Lighting | EA | | | | | |
| | Per Fixture Installation Fee | EA | | | | | One fee per fixture regardless of the number of bulbs installed |
| | Health and Safety | Unit | Labor \$ | Material \$ | Total \$ | | |
| | Smoke Detector | EA | | | | | UL Listed, Alkaline (or better) Battery Powered |
| | Carbon Monoxide Alarm | EA | | | | | |
| | Battery - 9V Alkaline | EA | | | | | Includes installation |

| | | | | | |
|--|-----|--|--|--|--|
| Dryer Vent - Hood Only | EA | | | | Plastic Hood, All Edges Caulked |
| Dryer Vent - Duct Only | LF | | | | Aluminum, Sheet Metal, or UL Approved Aluminum Flex Duct |
| Dryer Vent - Full Kit | EA | | | | 8' Duct, Elbows, Attachments, Hangers, Hood, |
| Fan Bath: Exhaust Existing Fan | EA | | | | Gabel or Roof Exit, Dampened Hood, Insulated Duct, All Connections & Fasteners |
| Fan Bath: Replace Existing Fan | EA | | | | 1 sone, Collar Plate (if needed), 70 CFM intermittent & 10 CFM continuous |
| Fan Kitchen: Exhaust Existing Fan | EA | | | | Dampened Hood, Duct, Connections & Fasteners, 120 cfm capable |
| Fan Kitchen: Replace Existing | EA | | | | 2 sone, Capable of 120 CFM intermittent, All Connections & Attachments |
| Fan Kitchen: Replace Existing Motor | EA | | | | 2 sone, Capable of 150 CFM intermittent |
| Major Bypass Doors | | | | | |
| Door - Exterior - Metal | EA | | | | Pre-hung, Peep Viewer, Casing Interior & Exterior, & Lock Set |
| Door Interior - Hollow Core | EA | | | | Pre-hung, Casing (both sides), & Lock Set |
| Door - Vinyl Sliding Glass | EA | | | | Fully trimmed inside/outside |
| Door: Adjust/Repair Existing Door | EA | | | | Adjust lock set/strike plate & secure hinges |
| Door - Weather-Strip | SET | | | | Metal Flange & Flex Strip |
| Door - Sweep | EA | | | | |
| Door - Bump Threshold | EA | | | | |
| Door - Shoe/Stop | SET | | | | |
| Door - Threshold Replacement | EA | | | | |
| Door: Lock Set | EA | | | | |
| Storm Door - Remove & Re-install | EA | | | | |
| Storm Door - Replace Closure | EA | | | | |
| Storm Door - Replace Handle & Latch or Wind Chain | EA | | | | |
| Major Bypass/Infiltration - Miscellaneous Air Sealing | | | | | |
| Caulk | LF | | | | |
| Flue Collar | EA | | | | Non-combustible material & high temp caulk |
| Outlet & Switch Plate Gasket | EA | | | | |

| | | | | | | | |
|--|------|----------|-------------|----------|--|--|--|
| Foam Bypass < 9" sq. | EA | | | | | | |
| Patch Holes - Wall/Ceiling < 3/4" diameter | EA | | | | | | |
| Drywall Repair - Wall | SQFT | | | | | | Drywall, Tape, 2-Coat Mud, Sanding, & Paint-Ready finish |
| Drywall Repair - Ceiling | SQFT | | | | | | Drywall, Tape, 2-Coat Mud, Sanding, & Paint-Ready finish |
| Interior Trim | LF | | | | | | Include Any Necessary Prime Painting |
| Fireplace - Removable Close-out | EA | | | | | | Stainless Steel cord to fire box |
| Fireplace - Flue Balloon | EA | | | | | | R-7, 1" Thickness ("Flash Coat") |
| Fireplace - Chimney Spring Loaded Cap | EA | | | | | | Fabrication in attic space: Design, Frame, Insulate, & 100% air seal |
| 2-part Spray Foam for Air Sealing | SQFT | | | | | | Create Opening, 2X8 Frame & 3/4" Panel (Treated), 4 Zinc Barrel bolts, 100% air seal, & Insulation |
| Whole-house Fan Treatment | EA | | | | | | Create Opening, Jamb Ext- 5/8" (minimum) Wood & 2" above insulation level, Interior trim per customer, 3/4" CDX Close-out Panel, Insulation, |
| Whole-house Fan Vinyl Interior Cover | EA | | | | | | Design, Fabricate, 100% Air Sealing |
| Access Panel/Door - Crawlspace | EA | | | | | | Create Opening, Jamb & Threshold, Interior Trim, Hinges, Insulation, 2 Latching Hardware, 100% air seal |
| Access Panel - Ceiling | EA | | | | | | Insulation & 100% air sealing |
| Access: Pull-down Stair Treatment | EA | | | | | | |
| Access Panel/Door - Kneewall | EA | | | | | | |
| Access: Attic Walk-in Door Treatment | EA | | | | | | |
| | Unit | Labor \$ | Material \$ | Total \$ | | | |
| Additional Attic | | | | | | | |
| Remove Existing Insulation | SQFT | | | | | | |
| Recessed Light Cover | EA | | | | | | |
| Roof Vent < 60 SQIN/NFA | EA | | | | | | |
| Gable Vent < 12"x18" | EA | | | | | | |
| Gable Vent > 12"x18" | EA | | | | | | |
| Gable Vent - Rescreen w/ Hardware Cloth | EA | | | | | | |
| Soffit Vent | EA | | | | | | All Types Including Baffle, Cutting Hole, & Vent Cover |
| Roof Ridge Vent | LF | | | | | | |
| Additional Foundation | | | | | | | |
| 6 Mil Polyethylene Ground Cover | SQFT | | | | | | 6" up Wall, 12" Overlap, Tape All Seams, Adhered to Side Walls, Held down w/ solid material |
| Foundation Vent - Replace Existing | EA | | | | | | |
| Fn'd Vent - New Opening & Installation | EA | | | | | | |

Manufactured Home: Measures and Descriptions

| Item | Major Bypass/Infiltration | Unit | Labor \$ | Material \$ | Total \$ | |
|------|--|------|----------|-------------|----------|---|
| 1 | Replacement Door - Combo | EA | | | | Include all trim |
| 2 | Replacement Door - Basic (No Storm) | EA | | | | Include all trim |
| 3 | Storm Door | EA | | | | |
| 4 | DHW Exterior Closet Door Replacement | EA | | | | |
| 5 | DHW Interior Closet Fabricate Close-out Door | EA | | | | |
| 6 | DHW Closet Floor Replacement | EA | | | | |
| 7 | Window: Replacement Crank Handle | EA | | | | |
| | Wall Insulation | | | | | |
| 8 | Wall Insulation - Faced Batt - R-13 | SQFT | | | | Includes All Setup & Prep |
| 9 | Wall Insulation - Blown Cellulose (Per Bag) | EA | | | | Includes All Setup & Prep |
| 10 | Wall Insulation - Blown Fiberglass (Per Bag) | EA | | | | Includes All Setup & Prep |
| | Foundation/Roof-Attic Insulation | | | | | |
| 11 | Belly Repair - Complex | SQFT | | | | Fabric, FG R-19, 100% air seal |
| 12 | Belly Repair - Simple | SQFT | | | | Peel-N-Stick Fabric repair |
| 13 | Floor Insulation - Blown Cellulose - (Per Bag) | EA | | | | Includes All Setup & Prep |
| 14 | Floor Insulation - Blown Fiberglass (Per Bag) | EA | | | | Includes All Setup & Prep |
| 15 | Roof Insulation - Blown Cellulose (Per Bg) | EA | | | | Includes All Setup & Prep |
| 16 | Roof Insulation - Blown Fiberglass (Per Bg) | EA | | | | Includes All Setup & Prep |
| | Duct Seal - Repair & Replacement | | | | | |
| 17 | Air Seal Ends of Trunk Line | EA | | | | |
| 18 | Register Cover | EA | | | | |
| 19 | Register Seal w/ Mastic | EA | | | | Butyl Tape or Self-adhesive Mesh, Mastic, Debris removal, Pep boot for adhesive, Note: Foil tape will NOT be accepted |
| | Windows/Storms | | | | | |
| 20 | Window: Replacement | UI | | | | Self-storing |
| 21 | Window: Plastic Storm | UI | | | | |
| 22 | Window: Glass Storm | UI | | | | |
| 23 | Window Sealing | EA | | | | Caulking & Air Sealing |

| Miscellaneous | | | | | | | |
|---------------|----------------------|----|--|--|--|--|--|
| 24 | Electric Heat Tape | LF | | | | | |
| 25 | Storm Clips | EA | | | | | |
| 26 | Drip Cap Door/Window | EA | | | | | |
| | | | | | | | |
| | | | | | | | |

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

Contractor Signature: _____

Date: _____

OTTAWA COUNTY COMMUNITY ACTION AGENCY

HVAC Price Sheet

Contractor & Submission Date: _____

Indicate the Cost for **Providing** and **Installing** Each Item

All items used must meet or exceed the material specifications and installation standards identified in the State of Michigan Technical Weatherization Policies (TWP) as well the Customer Service Policy Manual (CSPM) the Standard Work Specifications (SWS) and NREL Job Task Analysis (JTA's)

| Item | Site Built Home Measures and Description | Unit | Labor | Material | Total |
|-------------------------------------|--|------|-------|----------|-------|
| Mechanical Measures | | | | | |
| 1 | Hourly Labor Rate | HR | | | |
| Furnace | | | | | |
| 2 | Furnace 78% + Efficiency (Natural Gas) | EA | | | |
| 3 | Furnace 78% + Efficiency (Propane) | EA | | | |
| 4 | Furnace 78% + Efficiency (Oil Fired) | EA | | | |
| 5 | Furnace 80% + Efficiency (Boiler) | EA | | | |
| 6 | Furnace 90% + Efficiency (Natural Gas) | EA | | | |
| 7 | Furnace 78% + Efficiency (Manufactured Home) | EA | | | |
| 8 | Furnace 90% + (Manufactured Home) | EA | | | |
| 9 | Propane Conversion Kit | EA | | | |
| 10 | Programable Thermostat | EA | | | |
| 11 | Programable Thermostat: Continuous Circulation Fan Mode Option | EA | | | |
| 12 | Furnace Blower Compartment Sealing | HR | | | |
| 13 | Furnace Tune-up Heating Equipment (Natural Gas) | EA | | | |
| 14 | Furnace Tune-up Heating Equipment (Oil) | EA | | | |
| 15 | Furnace Filter | EA | | | |
| 16 | Reset Existing AC w/ new Furnace Install | EA | | | |
| 17 | Furnace Magnetic Filter Slot Cover | EA | | | |
| Ventilation & Structural | | | | | |
| 18 | Honeywell Y8150 Ventilation Cotrol System | EA | | | |
| 19 | Aprilaire Model 8126A Vantilation Control System | EA | | | |
| 20 | Panasonic Wisper Green Select Bath Fan (FV-05-11VKS1) Installation | EA | | | |
| 21 | Combustion Air Ducts - High & Low - Replacement | LF | | | |
| 22 | Combustion Air Ducts - High & Low - Full Installation | SET | | | |
| 23 | Furnace Closet Door Grill | SQIN | | | |
| 24 | Mastic Holes, Seams & Gaps in Ductwork | HR | | | |
| 25 | Manufactured Home Rebuild DHW Floor | EA | | | |
| 26 | Disconnect DHW/Remove/Re-install | EA | | | |
| 27 | DHW Pressure Relief Drop Leg | EA | | | |
| 28 | Air Seal Furnace/DHW Closet | EA | | | |
| 29 | Chimney Liner (One Story) | EA | | | |
| 30 | Chimney Liner (Two Story) | EA | | | |
| Domestic Hot Water (DHW) | | | | | |
| 31 | 30 Gallon - Natural Gas | EA | | | |
| 32 | 40 Gallon - Natural Gas | EA | | | |
| 33 | 50 Gallon - Natural Gas | EA | | | |
| 34 | 30 Gallon - Electric | EA | | | |
| 35 | 40 Gallon - Electric | EA | | | |
| 36 | 50 Gallon - Electric | EA | | | |
| 37 | 30 Gallon - Manufactured Home - Natural Gas -Atmospheric | EA | | | |
| 38 | 40 Gallon - Manufactured Home - Natural Gas - Atmospheric | EA | | | |

| | | | | | |
|----|--|----|--|--|--|
| 39 | 30 Gallon - Manufactured Home - Natural Gas -Direct Vent | EA | | | |
| 40 | 40 Gallon - Manufactured Home - Natural Gas - Direct Vent | EA | | | |
| 41 | 30 Gallon - Manufactured Home - Propane -Atmospheric | EA | | | |
| 42 | 40 Gallon - Manufactured Home - Propane - Atmospheric | EA | | | |
| 43 | 30 Gallon - Manufactured Home - Propane -Direct Vent | EA | | | |
| 44 | 40 Gallon - Manufactured Home - Propane - Direct Vent | EA | | | |
| 45 | DHW Direct Vent/combuustion Air Conversion Kit Instalation | EA | | | |

Note: Other materials may be substituted on a case by case basis with the Grantee's prior approval. All Weatherization m list will be negotiated with the contractor on a job by job basis (e.g., time and materils) or prices will be requested throug County CAA reserves the right to delte any such measure if the price is deemed to be inappropriate.

Contractor Signature: _____

Date: _____

measures not specified on the piece
with a supplemental bid. Ottawa

Authorization for Criminal History Search and Background Check

As a prospective or current employee/volunteer/employee partner of Ottawa County Community Action Agency (OCCAA) whose assigned tasks will/may include having direct contact with children and/or vulnerable adults or access to confidential information, or having supervisory responsibilities of volunteers that have direct contact with agency consumers, I understand that it is OCCAA's policy to secure criminal history information as part of their employee/volunteer/employee partner screening processes. I understand that OCCAA will utilize the information obtained from the criminal history check, from publicly available offender registry information, and other related background information to determine my suitability for an employee/volunteer/employee partner position. I understand that the information provided by me below is specifically required in order to obtain an Internet Criminal History Access Tool (ICHAT) check.

First Name Middle Name Last Name

Maiden name or other names used: _____

Birthdate: _____ / _____ / _____ Race: _____

Sex: _____

Do you have any criminal or felony charges pending? Yes No; If Yes, please list:

I have lived in the state of Michigan continuously for the past 10 years: Yes No

If No, have you ever been convicted in another state or country of a felony or been identified as a perpetrator of domestic or child abuse in the past? Yes No

If yes, please list below, indicating the current status, nature and time period of the conviction(s):

AUTHORIZATION: By signing below,

- I authorize Ottawa County Human Resources personnel and/or OCCAA personnel to utilize the information provided above for the express purpose of obtaining a criminal history file search and for determining my suitability to hold an employee/volunteer/ employee partner position with OCCAA.
- I agree that during the term of my affiliation with OCCAA as an employee/volunteer/employee partner I will notify my supervisor in writing and in a timely manner (within two work days) of any criminal convictions (felony or misdemeanor) and/or pending felony charges or placement on the Central Registry as a perpetrator.
- Further, I attest that the information provided above is true and complete.

Signature

Date

CENTRAL REGISTRY CLEARANCE REQUEST

Michigan Department of Human Services

COPY PHOTO ID HERE AND RETAIN A COPY FOR YOUR RECORDS

OR ATTACH A CLEAR COPY OF YOUR ID ON A SEPARATE PAGE

INSTRUCTIONS:

- An enlarged and clear copy of individual's photo identification must be attached.
- For Michigan employers, individuals and volunteer agencies, submit this request to the local County Department of Human Services. To obtain the address and fax number of **your local county DHS, access www.michigan.gov/dhs->Inside DHS.**
- For individuals seeking clearance on themselves, the results will be sent to the address on the picture identification provided.
- Outstate Children's Protective Services workers, law-enforcement, and court officials fax request to 517-241-7047 (Outstate only) on agency letterhead with cover sheet.
- All fields must be completed for processing.

SECTION 1 INFORMATION ON PERSON BEING CLEARED

| Name First, Middle, Last | AKA (Also Known As) (Maiden Name) | Social Security Number | Signature Required for individual being cleared |
|--------------------------|---|------------------------|---|
| | | | |
| Address | Phone Number | Date Of Birth | |
| | | | |

SECTION 2 REQUESTOR INFORMATION

Please Check Appropriate Box

| | | |
|--|---|--|
| <input type="checkbox"/> Child Welfare Agency | <input type="checkbox"/> I would like to pick up my results in _____ county | <input type="checkbox"/> Employer |
| <input type="checkbox"/> Individual | | <input type="checkbox"/> Volunteer Agency |
| <input type="checkbox"/> Law-Enforcement/Dept of Corrections | | <input type="checkbox"/> Out-of-State Adoption and Foster Home Screening |
| <input type="checkbox"/> Prosecuting Attorney/Court (please provide docket number if available) _____ MI | | <input checked="" type="checkbox"/> Other Contractual employer |

| | | | |
|--|----------------------------|---|-------------------------|
| Name of Employer/Volunteer Agency/Individual Ottawa County Community Action Agency | | Name of CPS/Law-Enforcement or Court | |
| Name 12251 James St Suite 300 | | Title | |
| Address Holland MI 49424 | | City | State |
| Phone 616-393-5607 | Fax 616-393-5612 | E-mail mbrothers@miottawa.org | Date 08/13/21 |

Employers/volunteer agencies – will ONLY receive responses of NO central registry if the name being cleared has approved this request with their signature. Employers/volunteer agencies will NOT receive notification if the name submitted has any central registry history hits per CPL 722.627.

For questions about completing this form, please contact the local Michigan Department of Human Services, Children's Protective Services or CPS Program office at 517-373-6028. Mail questions to PO Box 30037, 235 S. Grand Avenue, Suite 510, Lansing, Michigan 48909

This clearance does not identify individuals who may have child abuse/neglect history in other states, territories or tribal trust land.

The confidentiality of central registry information is protected by Sections 7 through 7j of the Michigan Child Protection Law (MCL 722.627-722.627j). Anyone who violates this protection is guilty of a misdemeanor and is civilly liable for damages.

Department of Human Services (DHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to a DHS office in your area.



Ottawa County Community Action Agency

12251 James Street, Suite 300

Holland, MI 49424

Phone: 616-393-4433

Toll Free: 1-800-764-4111 x4433

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 Bid Packages must be mailed or delivered to:

Michelle Brothers, Weatherization Program Coordinator
Ottawa County Community Action Agency
12251 James Street, Suite 300
Holland, MI 49424

Properly SEALED bid packages must be received by 4:30pm. On Friday, September 3, 2021.

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



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

FEDERAL E-VERIFY PROGRAM

The Ottawa County Community Action Agency has established a policy regarding the Federal E-Verify Program. This policy states that future contracts (including both new and reviewing contracts) between Ottawa County and contractors and vendors who provide services in excess of twenty-thousand dollars (\$20,000) shall require the contractors and vendors to register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees and require the County's Human Resources Department to utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring new employees.

For more information about E-Verify, go to www.uscis.gov. Click on the E-Verify icon on the bottom left-hand corner of page.

ACKNOWLEDGMENT OF OTTAWA COUNTY'S POLICY
REQUIRING PARTICIPATION IN THE FEDERAL E-VERIFY PROGRAM
AND CERTIFICATION OF COMPLIANCE

The undersigned hereby acknowledges receipt of a copy of the policy of the Ottawa County Board of Commissioners requiring contractors, including those providing professional services, who provide services **in excess of \$20,000 a year** to the County to register and participate in the Federal E-Verify Program.

The undersigned hereby certifies that (he/she/it) will comply with this policy and will register with, participate in and utilize the E-Verify Program or any successor program implemented by the Federal Department of Homeland Security and Social Security Administration when hiring employees.

DATED: _____

Authorized Signature

Printed or Typed Signature

Name of Company