

Bidders Company Name

REQUEST FOR PROPOSAL

6394

Inspection Services

For the Weatherization

Program

2008-2010

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

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WASHTENAW COUNTY
Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6394

March 4, 2008

Washtenaw County Purchasing Division on behalf of the Employment Training and Community Services Department is issuing a Sealed Request for Proposal (RFP) 6394 for the Weatherization Program for Washtenaw County. **Washtenaw County is having an open bid process until 12/31/2010. Contractors can respond to this RFP after the due date of March 28, 2008 to request to be qualified for this program.**

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48107**

Initial due date by Thursday, March 27, 2008 at 3:00 pm.

This submission shall include the entire Request For Proposal document and any amendments if issued.

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

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6394".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter strietera@ewashtenaw.org at (734) 222-6749.
- Please direct specific technical questions regarding this RFP to Aaron Kraft krafta@ewashteanw.org at (734) 544-2947.

Thank you for your interest.

I. PROPOSAL

Definitions:

"County" is Washtenaw County in Michigan.

"Bidder" an individual or business submitting a bid to Washtenaw County.

"Contractor" One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County is accepting quotations for Inspection services for the Washtenaw County Weatherization (WX) Program. The WX Program performs home repairs related to energy savings for qualified low-income residents of Washtenaw County. The Washtenaw County WX Program services approximately 100 homes per year. Each WX job must have a pre and post inspection performed to meet the State of Michigan WX program requirements.

The successful contractor(s) will be responsible for performing pre-inspections and post-inspections on client's homes as well as other duties as called for by program guidelines. Up to three **lowest qualified** bidders will be offered contracts to perform WX inspections. Each lowest qualified bidder will be issued a contract to perform inspections for Washtenaw County.

Proposal Terms:

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

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid. More than one Contract for inspection services for this weatherization program maybe established based on the proposals received as a result of this RFP.

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

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any addenda should be submitted in **triplicate**. To be considered, the original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

G. Contractors wishing to be awarded a contract following closure of the bidding process will be considered. Late contractors will provide all required contractor information. They will abide by the already established pricing schedule.

II. CONTRACTOR INFORMATION

The proposal shall include all of the following information, Please attach separate pages i.e. (titled 'Addenda A, B, C, D and E') Failure to include all the information could result in disqualification.

- A. Contractor's Qualifications:
 - 1. List number of years in the inspection business and number of years performing Weatherization Program inspections. List other work experience or include resume if desired.
 - 2. Briefly describe your standard procedure for performing Weatherization pre and post inspections.
 - 3. Submit with this proposal a sample pre inspection for a site built home. For this sample fill out the BCJO form as if the house required most items that the Weatherization program covers. A complete BCJO will be scored positively.
(Attach as a separate page labeled 'Addenda A')

- B. Testing Equipment: List all types of testing equipment owned by the Contractor which would be used to perform weatherization building and furnace testing, i.e. blower door, combustion appliance testing equipment.
(Attach as a separate page labeled 'Addenda B')

- C. References: List two or more references for which the bidder has provided similar inspection services. List WX programs the Contractor has previously or is currently working for. Please indicate program name, contact name and phone number.
(Attach as a separate page labeled 'Addenda C')

- D. Review requirements in **Weatherization Inspection Services Section** (pages 9-11) and concur that these requirements will be met.
(Attach as a separate page labeled 'Addenda D')

- E. Review **Standard Provisions for Contract Section** (pages 4-8) and concur that these provisions shall be met.
(Attach as a separate page labeled 'Addenda E')

III. STANDARD PROVISIONS FOR CONTRACT

If a contract is awarded, the selected vendor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply for all Service Contractors to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

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

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

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

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

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

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

ARTICLE IV - TERM

This contract begins on (**MONTH, DAY, YEAR**) and ends on (**MONTH, DAY, YEAR**).

ARTICLE V - PERSONNEL

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

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

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

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

ARTICLE VII - INSURANCE REQUIREMENTS

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

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

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

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE X - CONTINGENT FEES

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

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

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

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XV - ASSIGNS AND SUCCESSORS

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

ARTICLE XVI - TERMINATION OF CONTRACT

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

ARTICLE XVII - PAYROLL TAXES

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

ARTICLE XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XX - CHOICE OF LAW AND FORUM

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

ARTICLE XXI - EXTENT OF CONTRACT

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

IV. Weatherization Inspection Services

REQUIREMENTS AND BACKGROUND INFORMATION

1. Required Knowledge

Washtenaw County's Weatherization program is stringently monitored by State of Michigan Bureau of Community Action and Economic Opportunity Weatherization Division. Technical requirements and program standards that must be met are from the Technical Weatherization Policies Manual. Successful bidders for this inspection work shall be expected to have extensive knowledge of current State of Michigan Weatherization guidelines. The URL for the Technical Weatherization Policies Manual is http://www.michigan.gov/dhs/0,1607,7-124-5452_45583---,00.html

2. Equipment

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

3. Inspection requirements for the pre and post inspections are as follows:

- a. Blower door test; both pre and post
- b. Combustion appliance testing; both pre and post
 - Furnace & hot water heater
 - Ambient carbon monoxide
- c. Worst case draft testing of the combustion appliance zone; pre only
- d. Refrigerator metering and data collection; pre only
- e. Compact Fluorescent Light survey and CFL installation
- f. Smoke detector survey and Smoke Detector installation
- g. Completion of electronic BCJO report; pre only
- h. Visual inspection of entire house; pre and post
 - Include foundation, basement, living areas, attic, roof, exterior.
- i. Provide lead pamphlet and Complete Lead pamphlet form
- j. Complete client plan of action form
- k. Complete mold assessment forms DHS-552 and DHS-552-A
- l. Complete client assessment form
- m. Other work as needed or designated by the County, State Federal rules or Guidelines.

4. Work Assignments:

- a. The amount of work assigned to any one contractor will be determined through negotiations between the County and the Contractor. The amount of work assigned will be partly determined by the Contractor's ability to produce quality work in a timely manner. The County intends to issue contracts only to those Contractors willing and able to perform the Weatherization inspection services as outlined above.

5. Time period for pre and post inspections:

- a. The Contractor shall commence work on pre or post inspections called for within ten (10) days following the receipt of client contact information from the WX Coordinator.
- b. The Contractor shall complete and submit an inspection report on any assigned inspections within thirty (30) days of receipt of the client information. In the event that the Contractor cannot complete all required work within the required time period, the Contractor shall advise the WX Coordinator in writing of the reasons for the delay. The Contractor may request additional time to complete the required work. The WX Coordinator has the option to grant the Contractor a time extension to complete the required work only upon receipt of valid reasons in writing. Only in this manner shall an extension be granted by the WX Coordinator. Should the Contractor fail to comply with the timely completion of work as described above, the County may either reassign the Contractor's other pending inspections or terminate the Contractor's contract.

6. Award:

- a. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. Contractors shall be selected for their quality of service, qualifications and capabilities to provide the specified service as outlined earlier in this RFP under "Purpose of Proposal" (page 3). The County does not intend to award contracts fully on the basis of any response made to this proposal. The County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor(s) whose proposals are deemed to best meet the County's specifications and needs.

The three lowest bidders as of the initial due date (March 28, 2008), their prices will be used to determine the average price. Any contractors submitting a bid after the initial due date, will accept the average price.

7. Compensation:

- a. NO PRICING CHANGES WILL BE ALLOWED PRIOR TO OCTOBER 31, 2009. Following this date, price changes will be considered with the agreement of all the parties. For price changes to be considered information

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justifying a price increase must be submitted to the Purchasing Division at least 90 days prior to the end of the term.

8. Term of Contract

- a. The contract is for a term that ends 12/31/2010.

9. Requirements

- a. Contractors wishing to perform inspections must hold a Weatherization inspector certification. Training for such certification is provided by the State of Michigan Bureau of Community Action and Economic Opportunity Weatherization Division. The County reserves the right to require the Contractor to attend inspector trainings in order to remain current with changing program standards.
- b. All insurance requirements outlined in this RFP must be met.
- c. Participating contractors are responsible for scheduling appointments for all inspections
- d. Participating contractors and any of their crewmembers must attend training and receive Department of Energy certification in Lead Safe Work Practices.
- e. The County may require that the Contractor attend other State offered training on other subjects relevant to the WX program. The County may also require that the Contractor attend annual State sponsored technical conferences.

PRICE SHEET

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

Pre-inspection price per call _____

Post-inspections price per call _____

Re-inspections price per call _____

Hourly rate for miscellaneous work _____

Cost to provide and install one UL listed smoke detector equipped with a 'Hush' button _____

Cost to provide and install one Alkaline 9 volt battery in an existing operational smoke detector _____

Cost to provide and install one UL listed 60 watt equivalent Compact Fluorescent Light Bulb _____

Cost to provide and install one UL listed 100 watt equivalent Compact Fluorescent Light Bulb _____

Other costs _____

The three lowest bidders as of the initial due date, their prices will be used to determine the average price. Any contractors submitting a bid after the initial due date, will accept the average price.

ADDENDA

Attach requested **ADDENDA A thru E** to the balance of this RFP.

See page 3 for information to include.

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print name	_____ Company Address
_____ City	_____ State and Zipcode
_____ Telephone #	_____ Fax #
_____ Email address	_____ URL address
_____ Federal Tax ID #	<u>CHECK ONE</u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of the company for the purposes of this proposal.
Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.