

**CHIPPEWA LUCE MACKINAC COMMUNITY ACTION HUMAN RESOURCE  
AUTHORITY, INC.  
Weatherization Department  
REQUEST FOR PROPOSAL**

**1. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit contractors to be determined qualified and Included on the Chippewa Luce Mackinac Community Action Human Resource Authority, INC. (CLMCAA) contractor roster. CLMCAA will determine the number of private contractors needed to complete jobs in a timely manner. CLMCAA anticipates selecting 2-4 general contractors from the RFQ process to perform weatherization on eligible units for the CLMCAA Weatherization Program. All subsequent jobs will be awarded based primarily on the unit price provided to Chippewa Luce Mackinac Community Action Human Resource Authority, INC. 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 Human Services, and the Chippewa Luce Mackinac Community Action Human Resource Authority, INC.

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) and the Technical Weatherization Policy (TWP) manual.

**2. PROCUREMENT**

Procurement for the County of Chippewa, Luce, and Mackinac shall be handled in a manner providing fair opportunity to all businesses. This shall be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Chippewa Luce Mackinac Community Action Human Resource Authority, INC.'s Director, Weatherization director has the vested authority to make the decision on the award of a contract.

**3. SUBMISSION OF PROPOSAL**

Request for Proposals must be submitted as defined by Chippewa Luce Mackinac Community Action Human Resource Authority, INC. CLMCAA requires one original and two copies of the response. All submissions are to be in sealed envelopes plainly marked on the outside WEATHERIZATION CONTRACTORS PROPOSAL RESPONSE. Submission of documents is a conclusive presumption that the contractor is familiar with the Request for Proposals and understands and agrees to abide by all of the stipulations and requirements. Contractors must return the RFP intact and complete. Each submission shall be prepared simply and economically, providing a straightforward, concise description of the contractors approach and ability to meet Chippewa Luce Mackinac Community Action Human Resource Authority, INC needs, as stated in the RFP and all attached documents.

**Date Due:** *August 3, 2018 at 4:00Pm EST*  
Bids will be publicly opened and read.  
**DELIVER DIRECTLY TO Chippewa Luce Mackinac Community Action Human  
Resource Authority, INC  
BY DUE DATE & TIME.  
NO LATE BIDS ACCEPTED.**

**Mail to:** **CHIPPEWA LUCE MACKINAC COMMUNITY ACTION AGENCY  
524 ASHMUN STREET  
SAULT STE MARIE, MICHIGAN 49783**

## QUESTIONS

**Submit by E-Mail to: [erowell@clmcaa.com](mailto:erowell@clmcaa.com)**

Questions regarding bid specifications may be directed in writing only, by email. All questions or clarifications must be directed to the Weatherization Department. Any attempt to contact a Chippewa Luce Mackinac Community Action Human Resource Authority, INC department, other than Weatherization, regarding current bids may be grounds for disqualification as a contractor. Answers will be answered by email and posted to the CLMCAA website (<http://clmcaa.com>).

## 4. PREPARATION COSTS

All costs incurred in the preparation and presentation of the Request for Proposal shall be wholly absorbed by the Contractors. Any and all documents submitted will become the property of Chippewa Luce Mackinac Community Action Human Resource Authority, INC.

## 5. SIGNATURE

An authorized officer and/or employee of the company appearing on the Request for Proposal must sign the RFP. The signature represents commitment on the part of the company to provide such goods and services offered to Chippewa Luce Mackinac Community Action Human Resource Authority, INC. should it be determined that the vendor meets the qualifications.

## 6. FINANCIAL INFORMATION

Please submit the following financial information:

- Audited financial statements from the most recent one (1) year. If audited statements are not available, explain and provide un-audited statements.
- Interim financial statements (no more than six (6) months old).
- One year detailed financial projections.

Entities that are newly organized, for the purpose of submitting an RFP, must provide the same information as above on the parties/organizations organizing the new entity. The following additional information is required:

1. Comprehensive Business Plan
  2. Balance Sheet
  3. One year detailed financial projections
  4. Copies of lease agreements for facilities and equipment
  5. Disclosure of sources of capitalization
- If necessary, Chippewa Luce Mackinac Community Action Human Resource Authority, INC reserves the right to request additional financial and related information that it deems necessary to complete its assessment of a bidder.

## 7. MINIMUM QUALIFICATIONS

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

- Licensing
  - The contractor or company submitting the Request for Proposals shall hold and provide a copy of 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 Licensing and Regulatory Affairs. A copy of current License must be submitted upon renewal.
- Appropriate Insurances

The contractor shall provide to the Chippewa Luce Mackinac Community Action Human Resource Authority, INC as part of the Request for Proposals proof of the following insurances:

- COMMERCIAL GENERAL LIABILITY INSURANCE
  - Shall be written on an occurrence basis with limits of Liability of not less than \$1,000,000 (one million dollars) as combined single limit for each occurrence of bodily injury and personal injury with an annual aggregate of not less than \$2,000,000 (two million dollars). The policy shall include;
    - Contractual Liability
    - Products and Completed Operations
    - Independent Contractors Coverage
    - Broad Form General Liability Extensions or equivalent
- WORKERS' COMPENSATION
  - Workers' Compensation Insurance meeting Michigan statutory requirements. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee.
- AUTOMOBILE LIABILITY INSURANCE
  - Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract with limits of \$1,000,000 (one million dollars) as the combined single limit for each occurrence for bodily injury and property damage.
- PROFESSIONAL LIABILITY/ERRORS & OMISSIONS
  - Professional Liability Insurance with minimum limits of \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate.

### INSURANCE INSTRUCTIONS

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

- Chippewa Luce Mackinac Community Action Human Resource Authority, INC shall be named additional insured on all policies (excluding Worker's Compensation) and the underwriters will have no right of recovery or subrogation against the Chippewa Luce Mackinac Community Action Human Resource Authority, INC. including its agents, and employees. It being the intention of the parties that the insurance policy so effected will protect both parties in primary coverage for any and all losses covered by the subject policy. The insurance carrier(s) must have an A.M. Best rating of no less than an A-, VII.
  - The insurance company(s) issuing the policy or policies will have no recourse against the Chippewa Luce Mackinac Community Action Human Resource Authority, INC for payment of any premiums or for assessments under any form of policy.
  - The Contractor will assume any and all deductibles in the above-described insurance policies.
  - The term "INSURED" is used severally, not collectively, but the inclusion in this policy of more than one insured will not operate to increase the limit of the Owner's liability.
  - All certificates are to provide twenty (20) days notice of material change or cancellation.
  - Certificates of insurance must be provided no less than ten (10) working days before commencement of work to Chippewa Luce Mackinac Community Action Human Resource Authority, INC, 524 Ashmun Street, Sault Ste. Marie, Michigan 49783 Attention: Weatherization Department.
- **Training Certifications**
    - The contractor, as well as any employee of the contractor, who will be performing any work for Chippewa Luce Mackinac Community Action Human Resource Authority, INC, will be required to attend appropriate training sessions upon the direction of Chippewa Luce Mackinac Community Action Human Resource Authority, INC at no additional cost to Chippewa Luce Mackinac Community Action Human Resource Authority, INC. All reasonable efforts are made to schedule training at times convenient for the contractor and their employees. 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 Chippewa Luce Mackinac Community Action Human Resource Authority, INC.
    - Contractors and all crew members must be trained in Lead Safe Work Practices (LSW), Lead Safety for Renovation, Repair and Painting (LRRP) and Indoor Air Quality (IAQ) as specified in Section 45-04 of the Technical Weatherization Policy Manual. Proof of training must be provided with submission of the RFP.
- **REQUIRED EQUIPMENT**
    - Describe in detail any equipment that is owned that is specific and necessary to the weatherization program. Examples would be a Blower Door, HEPA VAC, Infrared Camera, and Insulation Blowing Machine (Force2 or equivalent machine required for program). Preference **may** be given to Contractors already in possession of such equipment. Any such equipment shall be purchased with no reimbursement to the contractor by Chippewa Luce Mackinac Community Action Human Resource Authority, INC.

## 8. PRIOR EXPERIENCE

Describe relevant prior Weatherization specific experience in providing these services and time frame of providing these services. Experience considered relevant includes both the experiences of the contractor and its personnel in delivering these services, i.e. insulation types, equipment types and usage, and

knowledge of residential thermal boundaries. Include any and all relevant experience working directly with Chippewa Luce Mackinac Community Action Human Resource Authority, INC.

## **9. CONFLICT OF INTEREST**

The contractor shall notify Chippewa Luce Mackinac Community Action Human Resource Authority, INC if they or any person holding key or other position within their company, have any relationship to or with any Chippewa Luce Mackinac Community Action Human Resource Authority, INC. personnel that would be considered a conflict of interest. By signing the Request for Proposal, the contractor is stating that no such relationship exists. If approved as a Weatherization Contractor, contractor will be required to abide by the rules and functions of the Ethics Policy approved and adopted by the Chippewa Luce Mackinac Community Action Human Resource Authority, INC.

## **10. DEBARMENT AND SUSPENSION**

The contractor shall be required to submit, in writing, at the time of submittal of the RFP to Chippewa Luce Mackinac Community Action Human Resource Authority, INC., disclosure of whether the contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the State of Michigan. Chippewa Luce Mackinac Community Action Human Resource Authority, INC. shall then be required to report the status of said contractor to the Michigan Department of Human Services (DHS).

## **11. PERFORMANCE EVALUATION**

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 in regard to quality of materials purchased in order to weatherize a unit for Chippewa, Luce, and Mackinac County as approved by the Chippewa Luce Mackinac Community Action Human Resource Authority, INC. Chippewa Luce Mackinac Community Action Human Resource Authority, INC. will utilize a Contractor Evaluation process to strictly monitor the performance of all Weatherization Contractors. The Contractor Evaluation process is explained in attachment A.

## **12. AGENCY**

The Chippewa Luce Mackinac Community Action Human Resource Authority, INC. 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 of the quality expected by the Michigan Department of Human Services, Chippewa, Luce, and Mackinac County and the Chippewa Luce Mackinac Community Action Human Resource Authority, INC., failure to provide required documentation in a timely manner.

## **13. SELECTION CRITERIA**

A Selection Committee will convene to open the sealed bids and determine the eligibility of the Contractors based upon the criteria stated above and in the best interest of the Chippewa Luce Mackinac Community Action Human Resource Authority, INC. The Weatherization Contractors receiving the highest total score will be selected as approved Contractors. The Selection Committee will consist of the following participants:

- The Executive Director of Chippewa Luce Mackinac Community Action Human Resource Authority, INC.
- CLMCAA Weatherization Director

- CLMCAA Weatherization Inspector

The Selection Committee will elect a Chair and a Recording Secretary. The Chair shall be charged with the running of the meeting(s) and the selection process, while the Recording Secretary will keep notes and record of the Committee's functions. Selection of Contractors will be based on prior experience and the meeting of the minimum qualifications. All things being equal, preference may be given to Contractors with prior experience in weatherization, current possession of training certificates, and current possession of equipment.

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

- 25 points for previous weatherization experience
- 20 points for pricing
- 20 points for proven capacity and equipment
- 10 points for training and certifications
- 15 points for Minority or Woman Owned Business

Once the selection process has been completed, approved Contractors will be contacted by mail within 10 business days of selection, notifying them of their selection. In the event that a Contractor declines selection as an approved Contractor, the Contractor with the next highest total score will be notified of their selection as an approved Contractor. This will be at the sole discretion of the

#### **14. RIGHT TO REJECT / APPEAL PROCEDURE**

The Chippewa Luce Mackinac Community Action Human Resource Authority, INC. reserves the right to reject any or all RFPs in whole or in part and to waive any informality, or accept any RFP it may deem necessary in the best interest of the Chippewa Luce Mackinac Community Action Human Resource Authority, INC. In the event that a Contractor wishes to appeal the result of the selection process, Contractor must submit in writing, within 10 days of formal notification, a Request to Appeal. Upon receipt of a Request to Appeal, the Selection Committee shall reconvene to hear the appeal within 30 days of the receipt of the request. Contractor may attend this Appeal Hearing and bring a representative of their choosing. Contractor will be notified in writing of the findings and decision of the Selection Committee, as it pertains to the Appeal, within 10 days of the Appeal meeting. If a Contractor wishes to appeal further, Contractor must submit in writing, within 10 days of the formal notification of the Appeal Hearing, a request for a further Appeal with the Chippewa, Luce, and Mackinac Community Action Advisory Board. The board will then have 30 days in which to set an additional Appeal Hearing. The findings and decision of the Board, as it pertains to the appeal process, will be final.

#### **15. SCOPE OF WORK**

Chippewa Luce Mackinac Community Action Human Resource Authority, INC requires that the following list of measures be completed on each home as appropriate and deemed necessary.

For one to four unit site built homes and mobile homes, the following list of weatherization items will be addressed utilizing the Weatherization Assistant's NEAT audit and MHEA:

- Health and Safety Measures
- Major Bypasses
- Duct Sealing/Repair/Replacement
- Duct Insulation (in unconditioned areas)
- Attic Insulation
- Knee Wall Insulation
- Wall Insulation

- Infiltration/Exfiltration
- Compact Fluorescent Light Bulbs
- Band Joist (“Sill Box”) Insulation
- Floor Insulation
- Perimeter Insulation
- Refrigerator Replacement
- Domestic Hot Water Tank (DHW) Replacement
- Furnace Replacement

## 16. LABOR AND MATERIAL LIST

Contractors are to fill out and submit as part of the RFP, a Weatherization Site Built Work Sheet and a Weatherization Mobile Home Work Sheet. Please See Attachment B (Site Built Work Sheet) and Attachment C (Mobile Home Work Sheet).

Work Sheets need to be filled out completely. Please be sure to separate the Labor and Material costs into the proper column. Pricing will play a vital role in the selection of contractors and issuance of work, failure to complete the Price Work Sheets will render the RFP **void** of any consideration. Pricing submitted by each of the contractors selected will be utilized to calculate the contract award amount for each given job; **jobs will be awarded based on the unit price**. Selected contractors may update their price schedules on a quarterly basis with State of Michigan and Chippewa Luce Mackinac Community Action Human Resource Authority, INC. approval.

Materials shall be installed in accordance with the specifications and policies outlined in the TWP and the SWS. Bidding contractors must be able to provide all measures specified in the Work Sheets in accordance with all applicable federal, state, county and local standards and specifications. **All prices are for weatherization measures installed according to industry and program standards and include labor, material, permits, job site cleanup, overhead, 18 month warranty and all other associated costs**. All materials used in the weatherization program must meet the specifications of the various funding authorities. All prices for blown insulation materials shall be for materials that meet federal recycled materials specifications.

## 17. Criminal Background Check

As a prospective contractor it is the Agency’s policy to obtain a business report of your business. We must also obtain a criminal history clearance on the principals of the business and **ALL** workers that will be on job sites. The attached authorizations must be included in your response.

1. Business Report Release
2. Criminal History Consent Form

## 18. INDEMNIFICATION

Chippewa Luce Mackinac Community Action Human Resource Authority, INC will not be responsible for injury to Contractor’s employees, Sub-Contractors, or to third parties caused by the Contractor’s agents, servants or employees. Therefore, the Contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

The Contractor agrees to protect, defend, indemnify and hold the Chippewa Luce Mackinac Community Action Human Resource Authority, INC and its employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and

character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to identify the Chippewa Luce Mackinac Community Action Human Resource Authority, INC. for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Chippewa Luce Mackinac Community Action Human Resource Authority, INC, employees or agents.

**Submitted by:**

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Signature

Date

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Printed Name and Title

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Company