



429 Montague Avenue
Caro, Michigan 48723

**REQUEST FOR PROPOSAL
WEATHERIZATION SERVICES**

To include:

**Furnace Repair/Replacement
Water Heater Repair/Replacement
Exhaust Fan Replacement
Restoration Services
Asbestos**

TABLE OF CONTENTS

Introduction.....1-9

I.1 Purpose of this Request for Proposal..... 1

I.2 Background 1

I.3 Major Objectives Request for Proposal..... 1

I.4 Oversight and Management..... 2

I.5 Type of Agreement and Payment Schedule 2

I.6 Procurement Schedule Key Dates 2

II. HUMAN DEVELOPMENT COMMISSION PROPOSAL REQUIREMENT..... 2-6

II.1 Inquiries..... 2-3

II.2 Bidders Conference 3

II.3 RFQ Issue, Date, Time and Place..... 3

II.4 Proposal Submission 3-4

II.5 Proposals Opening..... 4

II.6 Minimum Offeror Qualifications 4

II.7 Integrity of Proposals 4

II.8 Proposal Applicability..... 4

II.9 Preferences 5

II.10 Documentation of Required Insurance 5

II.11 Economy of Presentation..... 5

II.12 Costs for Preparation of Proposal..... 5

II.13 RFP Modifications 5

II.14 Certification of Independent Price Determination..... 6

II.15 Proposals Evaluation and Award(s) 6

II.16 Miscellaneous 6

III. SERVICE CONTRACT 7

IV. PROPOSALS CONTENT AND FORMAT 7

V. PROPOSALS EVALUATION..... 7-8

V.1 Selection Criteria..... 7

V.2 Evaluation Procedure 8

VI. APPEALS..... 9

VI.1 Notice of Appeals Procedure..... 9

ATTACHMENT A – Service Contract

ATTACHMENT B – Specifications and Pricing Quote

ATTACHMENT C – Contractor Application

ATTACHMENT D – Background Check Documents – Not Attached

ATTACHMENT E – Customer Reference Authorization

ATTACHMENT F – Service Denial Policy & Walk Away Policy

ATTACHMENT G – Contractor Debarment Certification

ATTACHMENT H – Work Change Order

Introduction

I.1 Purpose of this Request for Proposal

The Human Development Commission is soliciting proposals for weatherization services. The Human Development Commission plans to hire a contractor for each project that requires a furnace, furnace repair, hot water heater, roofing, roof repairs, restoration services, and asbestos.

I.2 Background

I.2.1 Overview of the Human Development Commission Weatherization program

The Human Development Commission is a non-profit organization that operates/administers a weatherization program in Greater Genesee, Huron, Lapeer, Sanilac, and Tuscola counties. The U.S. Department of Energy's (DOE) Weatherization Assistance Program (Weatherization) reduces energy costs for low-income households by increasing the energy efficiency of their homes, while ensuring their health and safety. The Program prioritizes services to the elderly, people with disabilities, and families with children. The Agency's professionally trained Weatherization crews use computerized energy audits and advanced diagnostic equipment to determine the most cost-effective measures appropriate for each home. Typical measures may include but are not limited to: installing exhaust fans, installing and repairing water heaters; sealing ducts; tuning and repairing heating and cooling systems; mitigating air infiltration; restoration services, asbestos, retrofitting, insulation, vapor barriers, and reducing electric base load consumption.

I.3. Major Objectives Request for Proposal

The major objectives of the solicitation are to:

1. To identify vendors and/or contractors that will provide Weatherization services, furnace repair/replacement, water heater repair/replacement, restoration services, and asbestos remediation for the Agency. The agency plans to build a roster of contractors to reference and add to every 2 years.
2. To insure that all materials and/or services meet the Agency's and the Department of Energy's standards and requirements.
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 the Program Director that is responsible for overall management of the Agreement.

I.4.2 Liaison

A liaison, *Kristen Misener*, 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 or fixed price basis depending upon the material and/or service being purchased. There will be a roster of contractors and individual audit libraries for each contractor. This roster will be added to at a minimum of every 2 years. Each of these will be priced separately and exercised at *the Agency's* discretion. Payments will be made after completion of work and/or delivery of services, required reporting, inspection, and acceptance by Agency are complete.

I.6 Procurement Schedule Key Dates

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

Request for Proposals Issued	2/4/2026 at 8:30am	
Bidder Conference	N/A	
Proposals Due and Opened	6/30/2026 at 4:00pm	
Proposal Evaluations	7/7/2026	
Agreement(s) Signed	7/7/2026	

The Human Development Commission reserves the right to proceed under a modified version of this schedule.

II. HUMAN DEVELOPMENT COMMISSION PROPOSAL REQUIREMENTS

II.1 Inquiries

No phone calls will be accepted; all inquiries concerning this Request for Proposal (RFP) will be submitted in writing and addressed to:

**Human Development Commission
Attn: Kristen Misener
RFP: Weatherization Services
429 Montague Avenue
Caro, Michigan 48723**

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.

The Human Development Commission 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.3 RFP Issue Date, Time, Place

Date: 2/4/2026

Time: 8:30 am

**Location: Human Development Commission's main office located at
429 Montague Avenue Caro, Michigan 48723**

One copy labeled "Weatherization Services" shall be provided and addressed to:

**Human Development Commission
Attn: Kristen Misener
RFP: Weatherization services
429 Montague Avenue
Caro, Michigan 48723**

Proposals shall be accepted until **6/30/2026 at 4:00 pm**

Proposals shall be accepted in person, by courier service, US Mail, e-mail or fax.

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.

II.4 Proposal Submissions

The Human Development Commission Information/Application Form must be submitted with the Proposal. The format for the proposals specified in each of the Attached Specifications and Pricing Quotes. 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.

The proposals package consisting of the signed proposals containing all required information, shall be SEALED, clearly labeled with the following information, and delivered on or before the proposals due date/time to:

Contact Name: Kristen Misener, Program Director
Address: 429 Montague Avenue, Caro Michigan 48723
Request for Quotations: Weatherization Services RFP
Proposal Due Date/Time: 6/30/2026 at 4:00 pm
Location: 429 Montague Avenue, Caro Michigan 48723

Submission of a signed proposal(s) is acknowledgment and acceptance of all terms and conditions of the solicitation. The Human Development Commission reserves the right to reject all quotations.

II.5 Proposal Opening

Proposals shall be recorded and dated as they are received. All RFP's shall remain sealed until **6/30/2026**. The evaluation committee will open and record the names of the responding contractors. Proposals are not subject to public inspection.

II.6 Minimum Offeror Qualifications

Proposals will only be accepted from those firms demonstrating contracting experience and ability to provide the services requested in the RFP for projects of similar scope and size. Contractors must be certified through the State of Michigan Weatherization Technical Division, and possess all equipment required to fulfill the obligation of the contract.

All mandated standards are available for review at the DHS Web site, http://www.michigan.gov/dhs/0,1607,7-124-5452_45583_45584---,00.html Contractor and all employees whom will work in client homes must also pass criminal background checks as identified in the contract item O.

II.7 Integrity of Proposals

By signing a proposal(s), an Offeror affirms that s/he has not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any Human Development Commission 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.8 Proposal 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 the

Human Development Commission are not applicable to this Request for Proposals or any resultant agreement.

II.9 Preferences

Preference will be given to each of the following:

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

II.10 Documentation of Required Insurance

Prior to the implementation date of the agreement, the Offeror shall provide the Human Development Commission with documentation evidencing insurance for a minimum:

1. Liability insurance, \$1,000,000 per occurrence, \$3,000,000 aggregate
2. Workers Comp \$500,000 per employee

The Offeror shall name the Human Development Commission as an additional insured party to address application and equipment damage that occurs during agreement or service operations.

II.11 Economy of Presentation

Proposals must address the specific RFP requirements. All items requested by the RFP shall be answered clearly and concisely. Additional promotional materials not responsive to a specific requirement shall not be included in the proposals response package.

II.12 Costs for Preparation of Proposals

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.13 RFP Modifications

The Human Development Commission shall prepare written Modifications(s) if needed. All modifications to this RFP shall be prepared by the Human Development Commission 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.14 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:

1. 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.15 Proposals Evaluation and Award(s)

All proposals submitted shall be evaluated in accordance with the Human Development Commission criteria.

At its option, the Human Development Commission may accept an RFP quotations package as written by issuing an agreement that refers to this RFP document and the RFP response package as written. Because the Human Development Commission 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.

II.16 Miscellaneous

The Human Development Commission reserves the right to accept or reject any part of any proposals, and to accept or reject any or all proposals without penalty. The Human Development Commission reserves the right to waive minor deficiencies and informalities if, in the judgment of the Human Development Commission, the best interests of the Human Development Commission shall be served.

III. SERVICE CONTRACT

Please see Attachment A.

IV. Proposals Content and Format

The specifications and pricing quotes are attached. Please see Attachment B.

V. Proposals Evaluation

V.1 Selection Criteria

V.1.1 Staff Experience (20 Points Total)

Contracting experience to some degree is required with proper training completed. Provide a detailed organizational chart, showing the names of each member to be assigned to this project, their functions, and work hours by week for each phase in the “SCOPE OF WORK”.

V.1.2 Reference/Ability to Perform the Work (30 Points Total)

V.1.2.1 The Contractor should give a brief description of its contracted and completed projects. The description should include the services you provided, all equipment needed to perform as they may relate to this project, and any additional information which you believe will assist the Human Development Commission in evaluating your past performance.

V.1.2.2 List any contracts that have been terminated, including the circumstances surrounding the termination.

V.1.2.3 Testing Equipment and personnel trained and certified to operate and evaluate the data produced.

V.1.2.4 A list of three (3) Customers whom may be contacted to provide references.

V.1.3 Financial Capability (15 Points)

Attach current Dun and Bradstreet “Business Information Report” which shows a rating for your company’s financial strength. If your company does not have a current Dun and Bradstreet report, with a financial rating, please submit complete financial statements, including Balance Sheets and Income Statements for the last fiscal year, audited by an independent Certified Public Accountant, or copy of last Tax Return filed.

V.1.4 Small Business, Women or Minority Owned Business (10 Points)

Attach copies of appropriate documentation regarding ownership.

V.1.5 Insurances / Licenses /Certifications (10 points)

Attach proof of insurance through completion of the job. Offerors shall maintain in status all Federal, state, and local licenses and permits required for the operation of business conducted by the Offeror.

1. HVAC
2. Certification of DRUG FREE WORKPLACE
3. All certifications required by the State of Michigan Technical Weatherization Division and DOE
4. LLRP, Lead Renovators Certification

V.1.6 Pricing (15 points)

All prices are for weatherization measures installed according to industry and program standards and include labor, material, permits, job site cleanup, overhead, and all other costs. Prices should reflect all costs associated with the contractor's delivery, installation, and administration of the weatherization program. All materials used in the weatherization program must meet the specifications of the various funding authorities. All prices for cellulose insulation materials shall meet federal recycled materials specifications. Contractors must indicate a price for each item on the list. If any required items are left blank, the proposal will be considered incomplete, and the proposal may be rejected.

V.2 EVALUATION PROCEDURE

Following the receipt of the vendor's/Contractor's proposal, a Human Development Commission designated Evaluation Committee will evaluate each response. All proposals that meet the required format of this RFP will be evaluated. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the Human Development Commission determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the vendor is acceptable. The Human Development Commission may also at its discretion, make site visits at vendor's facility and may request a demonstration of vendor's system and/or products.

The Human Development Commission will evaluate this RFP. The Human Development Commission will determine the best offer(s). Proposals must meet all the mandatory criteria in order for the proposal to be evaluated. Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by the Human Development Commission without further discussion. All contactors will be scored and placed on the agency Contractor Roster. This roster will include all eligible

contractors to bid on each weatherization job via the appropriate audit and specific job specifications and cost per job. All bidders will be notified in writing, if they were selected or not.

VI. NOTICE OF APPEALS

VI.1 Notice of Appeals Procedure:

In the event a vendor/contractor is disqualified, the vendor/contractor will receive a written explanation of the disqualification.

VI.1.1 An appeal may be filed within 10 working days of receipt of denial, determined by US Post Mark.

VI.1.2 The appeal must be in writing and clearly state any extenuating circumstances the vendor feels would reinforce their position.

VII.1.2.1 Protest format will contain the following:

- Notice of protest and specific reasons for filing the protest.
- Statement stating this is a protest letter.
- A detailed statement of the grounds for protest.
- A specific request for a ruling by the protest committee and a statement of the relief requested.

*If this information is not furnished, the agency may refuse to consider the protest.

VI.1.3. The letter of appeal will be reviewed and a ruling will be issued within 15 working days of receipt of appeal.

There is no appeal for RFP's filed late, or incomplete.

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

This Contract is entered into as of ___/___/20___, by and between the HUMAN DEVELOPMENT COMMISSION (HDC), hereinafter referred to as the “Agency”, having its principal office at 429 Montague Avenue Caro, Michigan 48723 and _____ here in after referred to as the “Contractor”, having its principal office at _____, City of _____, State of Michigan.

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 specifications as outlined in the work order provided with each job, a copy of which is made a part hereof, as fully set out herein, as well as subsequent revisions and modifications.

II. PERIOD OF PERFORMANCE

The effective dates of this Agreement shall be for ___/___/20___, through ___/___/20___, and any additional period as the Agency and the Contractor shall agree.

III. STIPULATIONS

The following is mandated by Federal Requirements and shall be complied with when applicable by the Contractor.

- A. The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- B. All Contracts in excess of \$2,000 for construction, alteration, and/or repair and in excess of \$2,500 for other Contracts shall comply with the applicable provisions of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Dept. of Labor Regulations (29 CFR, Part 5) in the employment of mechanics or laborers. Section 103 of the Act states that the Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours, and work in excess of such standard workday or workweek is permissible provided that the worker is compensated at a rate not less than one and one-half (1-1/2) times the basic rate of pay, for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in the workweek, as the case may be. Section 107 of the Act provides that no laborer or mechanic involved in construction, alteration and/or repair work shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.

- C. The Agency, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of required monitoring, audit, examination of records, excerpts, and transcriptions. The Contractor shall maintain all required records for a period of three years after the termination of this Contract.
- D. For contracts and subcontracts in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. In all contracts, the Contractor shall recognize and follow all standards and policies relating to energy efficiency which may be contained in the State of Michigan's Conservation Plan issued in compliance with the Energy Policy Conservation Act (P.L. 94-163).

IV. CONTRACTOR'S RESPONSIBILITIES

- A. All work performed by the Contractor shall be completed in a workmanlike manner acceptable to the Agency.
- B. The Contractor shall permit the Agency or its designee to examine and inspect the work to insure that performance is meeting Contract specifications.
- C. The Contractor shall comply with all reporting requirements that shall be specified by the Agency to the Contractor.
- D. The Contractor shall be licensed to perform the agreed upon work according to the licensing regulations of the State of Michigan and of the local unit of government as they may apply. The Contractor shall furnish the Agency a copy of his/her Builder's License, Mechanical License, or Maintenance and Alteration Contractor's License issued by the Michigan Department of Licensing prior to the signing of this Contract.
- E. No work shall begin until the Agency issues a written work order to the Contractor.
- F. The Contractor must commence work within ten (10) working days after receipt by the Contractor of the work order. At the option of the Agency, this Contract may be terminated for failure of the Contractor to begin work on the date specified.

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

- G. The Contractor must complete work within twenty (20) working days after receipt by the Contractor of the work order. In the event the contractor cannot complete all required work within the required time period it shall advise the Agency, in writing, of the reasons for the delay in completion and the additional time required to complete the required work. At the option of the Agency, this Contract may be terminated for failure of the Contractor to complete work on the date specified. Upon the completion by the Contractor of the agreed upon work, the Contractor shall supply to the Agency a detailed listing of all work actually performed on each home.
- H. All materials must be installed in accordance with the procedures outlined in the “Michigan Weatherization Field Manual and Michigan Technical Weatherization Policies Manual” incorporated herein by reference, a copy of which is in possession of the Contractor or can be found on the Michigan.gov website.
- I. The Contractor shall comply with all applicable Weatherization laws, ordinances, codes, and regulations of the Federal and State governments. The Contractor shall also comply with and be governed by the law of the locations where the work is being done. The Contractor shall comply with the applicable Weatherization laws, ordinances, codes, and regulations of the locality. The Contractor shall also pay all necessary fees and costs for licensing and regulation whether it is required by Federal, State or local laws. Where building permits are required, the Contractor shall provide the Agency with a copy of the final building inspection certificate approving work inspected prior to Contractor receiving compensation for said work.
- J. The Contractor shall keep the premises clean and orderly during the course of the work and remove debris at the completion of the work.
- K. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services it renders under this contract. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
1. All its employees at the work sites and all other persons who may be affected hereby.
 2. All its work and all materials to be incorporated therein, whether in storage on or off work sites, under the care, custody or control of the Contractor.
 3. Other property at the work sites or adjacent thereto, including all interior and exterior furnishings.
- L. The Contract shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection for damage, injury or loss.

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

- M. The Contractor shall erect and maintain, as required by existing conditions and progress of its work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgation safety regulations and notifying owners and users of adjacent utilities.
- N. The Contractor shall promptly remedy all injury, damage or loss to any property caused in whole or in part by the Contractor, or its employees and or sub-contractors.
- O. The Contractor shall complete work on assigned homes during the term of this Contract. If work is not satisfactory at time of first post inspection, contractor is to make corrections within 10 days of notice. A re-inspection fee of \$50.00 may be charged if corrections are not made in a timely manner. Failure to complete the assigned homes shall result in unsatisfactory performance under this Contract. For the Contractor’s unsatisfactory performance, the Agency shall reserve the right to use the available remedies of Section V. Part B.
- P. The Contractor shall seek to use his best efforts to carry out the Agency policy that minority and/or female business enterprises shall have the maximum practicable opportunity to participate in the performance of Agency contracts. As used in this Contract, the term, “minority business enterprise”, means a business at least fifty (50) percent of which is owned by minority group members. For purposes of this definition, minority group must be US Citizens who are: Asian, Black, Hispanic, or Native American. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.
- Q. The Contractor shall guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all work required by the Contract. If during the warranty period any of the Contractor’s work is found to be defective, the Contractor, at no charge to the Agency, shall correct such defect (s) promptly after receipt of a written notice from Agency to do so. This obligation shall survive termination of the Contract. In the case of roofing or mechanical work, the contractor shall provide the client and Agency with written guarantee for work done. Failure to do so is a breach of contract.
- R. The Contractor will submit in advance sworn statements of all subcontractors used to work at a site. All lien waivers from subcontractors will be submitted before final payment is made. Money will be awarded to the General Contractor following receipt of notification of subcontractors, lien waivers, correct invoice, and approved post inspection of work according to Agency and program specifications.
- S. The Contractor will insure that all crew members who work on weatherization job sites will attend DHS/WX “Lead Safe Work (LSW) Practices and Indoor Air Quality (IAQ)” training sessions within 120 days of hire as required by the State

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

Monitors Office at DHS. Training sessions will be offered throughout the program year.

- T. The Contractor shall submit no invoices for work that is not documented or completed. This includes no submission of invoices for materials and/or supplies that are not documented, accounted for, or used on the job the Contractor and their crew(s) are assigned to by the Agency.

V. AGENCY’S RESPONSIBILITIES

- A. Payment to the Contractor by the Agency in the amount described above shall be subject to the Agency’s approval of the quality of the Contractor’s work. If the Contractor fails to fully perform the responsibilities discussed in this contract, the Agency shall have the right to pay only for work actually performed, and documented by the Contractor to the Agency and/or terminate this Contract as provided for under the Termination Clause of Section VI, Part G. of this Contract. For payment received by the Contractor for work which was not actually performed, the Contractor shall refund this amount to the Agency or be held in total breach of this Contract.
- B. The Agency’s payment of funds for purposes of this Contract is conditional upon the availability of funds from the funding sources. If funding becomes restricted or unavailable for purposes of this Contract, the Agency shall reserve the right to terminate this Contract immediately upon written notice to the Contractor at any time prior to the completion of this Contract.
- C. Each home shall be post work inspected by the Agency within twenty (20) working days of receiving a list from the Contractor of work actually performed as stated above.

VI. GENERAL CONDITIONS

A. MERGER OR INTEGRATION

This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The Contractor shall, upon request by the Agency and receipt of a proposed amendment, amend this Contract, if and when required in the opinion of the Agency, due to revision of Federal or State laws or regulations. This Contract may otherwise be amended only by the written consent of all the parties hereto.

B. MODIFICATION

No variation or modification of this Contract, and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the parties.

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

C. SUBCONTRACTORS

The Contractor shall not assign this Contract or enter into subcontracts to this Contract with additional parties without obtaining prior written approval of the Agency. The Agency, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all assignees or subcontractors.

D. INSURANCE REQUIREMENTS

The Contractor shall maintain at its expense during the term of this Contract the following insurances, which shall be written for not less than the limits of liability as specified below or required by law whichever is greater:

1. The Contractor shall carry or require that there be carried Worker's Compensation Insurance for all of its employees and those of his subcontractors engaged in work at the site in accordance with the State of Michigan Workman's Compensation Laws \$500,000 each occurrence, \$500,000 aggregate.
2. The Contractor shall carry Employer's Liability Insurance for all of its employees engaged in work at the site in the following amounts:
 - a) Liability insurance, \$1,000,000 per occurrence, \$3,000,000 aggregate
3. The Contractor shall carry Comprehensive General Liability Insurance in the following amounts:
 - a) General Aggregate \$1,000,000
 - b) Products & Completed Operations Aggregate \$1,000,000
 - c) Personal & Advertising Injury \$1,000,000
 - d) Each Occurrence \$1,000,000

The Comprehensive General Liability Insurance shall include all major divisions of coverage including premises-operations, independent contractor's protection, products and completed operations, contractual-including specified provision for the contractor's obligations, personal injury, and broad form property damage including completed operations.

4. The Contractor shall carry Automobile Liability Insurance for owned, non-owned and hired motor vehicles in the following amounts:
 - a) Bodily Injury – Each Person \$500,000
 - b) Bodily Injury – Each Occurrence \$500,000
 - c) Property Damage – Each Occurrence \$500,000

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

- d) With a Combined Single Limit \$1,000,000
- 5. The Contractor shall be responsible for payment of all deductibles contained in any insurance policies required in this contract.
- 6. All insurance policies shall name the Contractor as the insured and shall not be canceled or reduced without at least thirty (30) days prior notice to the Agency. The Comprehensive General Liability Insurance policy shall name the Agency, its officers, employees, and agents as additional insured. This coverage shall be primary to any coverage that may be available to the additional insured.
- 7. Certificates of Insurance evidencing such coverage shall be submitted to HUMAN DEVELOPMENT COMMISSION 429 Montague Avenue, Caro Michigan 48723 prior to signing the Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

E. LIABILITY

The Contractor shall indemnify, save and hold harmless the Agency against any and all expense and liability of any kind which the Agency may sustain, incur, or be required to pay arising out of this Contract; provided however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful negligent acts or omissions of the Agency or any of its officers or employees. Further, in the event the Contractor becomes involved in or is threatened with litigation pertaining to this Contract, the Contractor shall immediately notify the Agency and the Agency may enter into such litigation to protect the interests of the Agency as they may appear.

F. COMPLIANCE WITH CIVIL RIGHTS, OTHER LAWS

The Contractor shall not discriminate against any 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 applicant for services provided by these funds because of race, color, religion, national origin, age, sex, height, weight, mental characteristics, political affiliation, arrest record or marital status pursuant to 1976 P.A. 453, Section 209. The Contractor shall also comply with the provisions of the Michigan handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394 which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Further, the Contractor shall comply with all other Federal, State, or local laws, regulations and standards, and any amendments thereto as they may apply to the performance of this Contract.

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

G. TERMINATION

1. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or in the event of violation of any of the covenants or breach thereof of this Contract, the Agency shall thereupon have the right to terminate this Contract by giving ten (10) working days written notice to the Contractor specifying the effective date of termination. 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 to the Agency from the Contractor is determined.
3. For justifiable cause, the Contractor may terminate this Contract by giving ten (10) working days notice at any time prior to the completion of the Contract period. The Agency may for any reason terminate by giving ten (10) working days written notice to the Contractor, exceptions to the ten (10) working day notice clause are Section IV, Part F, Page 2, and Section VI, Part H, Page 6, which have exceptions to this clause.

H. UNFORESEEN CIRCUMSTANCES

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 statute or regulations, due to 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. The ten (10) working day clause of Section VI, Part G, is not applicable to this section.
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.

I. ADDITIONAL WORK PROHIBITED

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

1. The Contractor shall not perform any work or provide any services on or with respect to any property or structure which is the subject matter of this Contract other than the work that is specifically required by this Contract and contained within the attached specifications. Any additions or changes with respect to the work to be performed by the Contractor under this Contract must receive prior approval from the Agency before the Contractor commences the work or incurs any costs chargeable under this Contract.
2. If the Contractor completes work that has not been approved by the Agency, the Contractor will not be reimbursed for the work or materials and supplies used for those specific services.

J. CONFIDENTIALITY

The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this Contract, shall be restricted to purposes directly connected with the administration of the services provided under this Contract.

K. PATENTS

Any discovery or invention arising out of or developed in this research, development, experimentation or demonstration during the course of this Contract, shall be promptly and fully reported to the Agency for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon shall be disposed of and administered, in order to protect the public interest.

L. DISPUTES

The Contractor shall notify the Agency in writing of his intent to pursue a claim against the Agency for breach of any terms of this Contract. No suit may be commenced by the Contractor for breach of this Contract prior to the expiration of ninety (90) working days from the date of such notification. Within this ninety (90) work day period, the Contractor, at the request of this Agency, must meet with an appointed representative of this Agency for the purpose of attempting to resolve the dispute.

M. PERFORMANCE BOND

1. The Agency shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising hereunder, in which case the premiums for such bonds shall be paid by the Contractor. If the Contractor shall faithfully perform the conditions of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

2. If the Contractor does not secure a performance bond under the conditions described immediately above, the Agency shall then have the right to require the Contractor, as a separate condition of this Contract, to put up ten (10) percent of the bid price payable to the Agency in advance of the Contract for work as condition to this Contract. The ten (10) percent shall be returned to the Contractor upon the Agency's approval of the Contractor's completed work.

N. CONFLICT OF INTEREST

1. No Contractor and Agency employee should have the same home mailing address at any time while the Contractor is bidding or completing work for the Agency.

O. COMMUNITY INTERACTION

1. The Agency will not tolerate any acts or threats of violence, discrimination, intimidation, harassment, jokes and/or coercion towards Agency staff and/or clients.
2. The Contractor should always treat all Agency staff and clients in a respectful and courteous manner and during all interactions.

P. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. The Contractor certifies that they and their principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 - b. Have not within a three-year period preceding this Contract been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in 28 CFR 67, et sec.

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

- d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause and default.
2. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.
3. The Contractor shall promptly notify the Agency of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractors, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.
4. All notices shall be provided in writing to the Agency within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. However, the Contractor shall disclose if any terms of such settlement would impede the Contractor's performance of this Contract. The Contractor may rely on similar good faith certifications of its subcontractors, which certification shall be available for inspection at the option of the Agency.
5. The Contractor certifies to the best of its knowledge that within the past three (3) years, the Contractor has not:
 - a. Failed to substantially perform an Agency contract or subcontract according to its terms, conditions, and specifications within specified time limits.
 - b. Refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance.
 - c. Failed to respond to requests for information regarding contract compliance, or accumulated repeated substantiated complaints regarding performance of a contract.
 - d. Failed to perform an Agency contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

Q. CRIMINAL BACKGROUND CHECK

HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A

1. As a condition of this contract, the Contractor certifies that the Contractor shall perform the following requirements:
 - a. The Contractor will ensure that a Criminal Conviction History Inquiry Consent Form, National Sex Offender Public Registry Inquiry Consent Form, and Residency and Criminal History Declaration Form be completed for each owner or employee who will work directly with clients under this contract, whom will work in client homes under this contract, or who will have access to client information under this contract.
 - b. The Contractor will ensure that all of the required Inquiry Consent Forms are submitted to HDC 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 as specified in the previous paragraph.
 - c. The Contractor will notify HDC immediately in writing of any new or additional owner or employee criminal felony convictions, criminal misdemeanor convictions, and/or pending felony charges.
 - d. HDC will conduct all of the Criminal Conviction History Inquiries and National Sex Offender Public Registry Inquiries. If these Inquiries or the Residency and Criminal History Declaration Form indicate any criminal conviction(s) or other area(s) of concern, HDC will review the information and determine whether the conviction(s) or concern(s) may or may not be detrimental to HDC and HDC's clients. HDC will then determine if the owner or employee is eligible or ineligible to perform any work related to this contract, to include working directly with clients, working in client homes, or having access to client information under this contract.
 - e. HDC will notify the Contractor of any owner or employee who is ineligible to perform any work related to this contract as specified in the previous paragraph.
 - f. The Contractor certifies that any owner or employee determined by HDC to be ineligible to work directly with clients, work in client homes, or have access to client information under this contract will not be permitted to do so immediately upon receipt of this notification from HDC.
 - g. Failure of the Contractor to perform any of the requirements stated in this section, VI.O. Criminal Background Check, will be considered a breach of this contract and may result in termination of this contract as stated in section VI. G. Termination.

**HUMAN DEVELOPMENT COMMISSION
SERVICE CONTRACT – Attachment A**

IN WITNESS HEREOF, the Agency and the Contractor have executed this Contract as of the date first above written.

HUMAN DEVELOPMENT COMMISSION

CONTRACTOR

By: _____

By: _____

Position:

(Owner or Contractor)

Date: _____

Date: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

**HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B**

Contractor Name: _____

RESTORATION SERVICES

ITEM 1: PEST CONTROL	
Description of Scope of Work	Unit Price
1.1 Haul Away Debris	\$
1.2 Personal Protective Equipment	\$
1.3 Containment Barriers	\$
1.4 Tear Out & Bag Non-Salvageable	\$ _____ per sq ft
1.5 Machine Removal	\$ _____ per sq ft
1.6 Other	\$

ITEM 2: MOISTURE CONTROL	
Description of Scope of Work	Unit Price
2.1 Moisture Control General Cost	Contractor's Bid Amount \$

ITEM 3: INSULATION REMOVAL	
Description of Scope of Work	Unit Price
3.1 Dumpster Per Load	\$
3.2 Personal Protective Equipment	\$
3.3 Containment Barriers	\$
3.4 Tear Out & Bag Non-Salvageable	\$ _____ per sq ft
3.5 Machine Removal	\$ _____ per sq ft
3.6 Other	\$

**HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B**

ITEM 4: DEBRIS REMOVAL	
Description of Scope of Work	Unit Price
4.1 Hazardous Waste/Mold Remediation	Contractor's Bid Amount \$

ASBESTOS REMEDIATION

ITEM 1: ASBESTOS TESTING	
Description of Scope of Work	Unit Price
1.1 Test Sample	\$
1.2 Tear Out & Bag Non-Salvageable	\$ _____ per sq ft
1.3 Machine Removal	\$ _____ per sq ft
1.4 Labor Rate Per Hour	\$
1.5 Other	\$

ITEM 2: ENCAPSULATION / REMOVAL	
Description of Scope of Work	Unit Price
2.1 Test Sample	\$
2.2 Tear Out & Bag Non-Salvageable	\$ _____ per sq ft
2.3 Machine Removal	\$ _____ per sq ft
2.4 Labor Rate Per Hour	\$
2.5 Other	\$

HVAC

REPAIRS: Provide labor rate per hour for HVAC repairs.

**HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B**

ITEM 1: DUCT WORK	
Description of Scope of Work	Unit Price
1.1 Repair	\$
1.2 Replacement	\$
1.3 Labor Rate Per Hour	\$

Materials will be reimbursed at actual cost with an allowance for handling of materials at a percentage of actual cost. Contractor will be required to submit the actual receipt with all reimbursement requests.

Handling Cost: % of actual materials cost	\$
--	----

FURNACE

Please list below Manufacturer brand name and model you will be using for the scope of work listed below.

Heat Pump Unit	Brand:
Gas Package Unit	Brand:
Evaporative Cooler	Brand:
Furnace	Brand:

All contractor bid amounts below for installs of package units to include new elbow or roof curb, t-stat and stand, disconnect fuses and condensate drain. All installs of splits systems to include new line set, t-stat, condenser pad, disconnect, fuses and gas line if applicable. All tie-ins to ductwork to be sealed with a U.L approved duct mastic. Contractor is responsible for properly sizing units using a Manual J or other heat load calculation.

REPLACEMENT: Contractor must include permit fees, sales, labor and materials to complete project.

**HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B**

ITEM 1	
Description of Scope of Work	Unit Price
Removal of forced air furnace on closet and evaporative cooler on roof and replace with new 13-SEER Gas Pac unit of roof unit price should include sealing existing furnace, capping gas or electric and running new gas and electrical lines to roof for the roofing sizes:	Contractor's Bid Amount \$

ITEM 2	
Description of Scope of Work	Unit Price
Replace existing split system heat pump with new 13-SEER split heat pump	Contractor's Bid Amount \$

HOT WATER HEATER

ITEM 1: GAS WATER HEATER INSTALLATION	
Description of Scope of Work	Unit Price
1.1 ___ Gallon / ___ Gallon / ___ Gallon	\$ _____ / _____ / _____
1.2 Cost of Materials	\$
1.3 Labor Rate Per Hour	\$

ITEM 2: ELECTRIC WATER HEATER INSTALLATION	
Description of Scope of Work	Unit Price
2.1 ___ Gallon / ___ Gallon / ___ Gallon	\$ _____ / _____ / _____

**HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B**

2.2 Cost of Materials	\$
2.3 Labor Rate Per Hour	\$

ITEM 3: MANUFACTURED HOME HOT WATER HEATER INSTALLTION	
Description of Scope of Work	Unit Price
3.1 ___ Gallon / ___ Gallon / ___ Gallon	\$ _____ / _____ / _____
3.2 Cost of Materials	\$
3.3 Labor Rate Per Hour	\$

Hot Water Heater Wrap (R- _____)	\$ _____ per hot water heater
----------------------------------	-------------------------------

HOT WATER HEATER REPAIRS: Provide labor rate per hour for hot water heater repairs.	
Labor Rate Per Hour	\$

Materials will be reimbursed at actual cost with an allowance for handling of materials at a percentage of actual cost. Contractor will be required to submit the actual receipt with all reimbursement requests.

Handling Cost: % of actual material cost	\$
---	----

ASHRAE / EXHAUST FAN

ITEM 1: ASHRAE / EXHAUST FAN	
Description of Scope of Work	Unit Price
1.1 Install	\$

HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B

1.2 Replacement	\$
1.3 Labor Rate Per Hour	\$

THERMOSTAT

ITEM 1: SMART THERMOSTAT	
Description of Scope of Work	Unit Price
1.2 Replacement	\$
1.2 Labor Rate Per Hour	\$

ELECTRICAL

ITEM 1: KNOB & TUBE WIRING REMOVAL	
Description of Scope of Work	Unit Price
1.1 Wire	\$
1.2 Boxes	\$
1.3 Remounting Existing Fixtures	\$
1.4 Labor Rate Per Hour	\$

ITEM 2: INSTALLATION OF OUTLETS	
Description of Scope of Work	Unit Price
2.1 To include wire, materials, etc.	\$
2.2 Labor Rate Per Hour	\$

**HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B**

ITEM 3: BREAKER BOX INSTALL	
Description of Scope of Work	Unit Price
3.1 To include wire, materials, etc.	\$
3.2 Labor Rate Per Hour	\$

ASHRAE / EXHAUST FAN

ITEM 1: ASHRAE / EXHAUST FAN	
Description of Scope of Work	Unit Price
1.1 Install w/ materials	\$
1.2 Replace w/ materials	\$
1.3 Labor Rate Per Hour	\$

ROOFING

ITEM 1: ROOFING	
Description of Scope of Work	Unit Price
1.1 Roof Repair	\$ _____ per sq ft
1.2 Roof Replacement	\$ _____ per sq ft
1.3 Labor Rate Per Hour	\$

PLUMBING

ITEM 1: PLUMBING	
Description of Scope of Work	Unit Price
1.1 Plumbing Repair	\$
1.2 Plumbing Replacement	\$
1.3 Labor Rate Per Hour	\$

**HUMAN DEVELOPMENT COMMISSION
Specifications and Pricing Quote – Attachment B**

ITEM 2: SUMP PUMP	
Description of Scope of Work	Unit Price
2.1 Sump Pump Repair	\$
2.2 Sump Pump Replacement	\$
2.3 Labor Rate Per Hour	\$

REFRIGERATOR SIZE

ITEM 1: REFRIGERATOR SIZE	
Description of Product	Unit Price
1.1 15.6 CU.FT. Top Freezer - White	\$
1.2 18 CU.FT. Top Freezer - White	\$
1.3 18.3 CU.FT. Top Freezer - White	\$
1.4 20 CU.FT. Top Freezer - White	\$

ITEM 2: OTHER	
Description of Service	Unit Price
1.1 Uncrated Set in Place	\$
1.2 Haul Away Old	\$
1.3 Delivery	\$
1.4 Recycling the Old Unit	\$
<i>*Please note "INCLUDED" in the Unit Price Column if not charged separately for service listed</i>	

Signature

Date

HUMAN DEVELOPMENT COMMISSION
Contractor Application – Attachment C

Contractor:

Instructions:

Complete this package and return to the Human Development Commission (429 Montague Avenue, Caro, MI 48723) for the final phase of the bidding process. The contractor with completed packages will be contacted by the Human Development Commission to establish and sign agreements.

- _____ Company and Background Information
- _____ Service Contract
- _____ Specifications and Pricing Quote
- _____ Customer Reference Authorization
- _____ Service Denial Policy and Walk Away Policy
- _____ Contractor Debarment Certification
- _____ Proposed costs of each item including labor & materials
- _____ Copies of License(s)/Certifications
 - HVAC
 - Certification of Drug Free Workplace
 - All certifications required by the State of Michigan Technical Weatherization Division and DOE
 - LLRP, Lead Renovators Certification

Proof of:

- Worker’s Compensation
- Employer’s Liability
- Comprehensive General Liability
- Auto Insurance

HUMAN DEVELOPMENT COMMISSION
Contactor Application – Attachment C

Company and Background Information:

Company Name:

Address:

Owner:

_____ Phone:(_____) _____

Contact Person:

_____ Phone:(_____) _____

Contact Person:

_____ Phone:(_____) _____

Contractor list with the state is by Individual Principle Officer

Date company formed:

SSN of Owner or Tax ID Number:

Is your company 51% or more minority or women owned? Yes No

Number of employees your company consists of: _____

Will you allow us to run your credit report? Yes No

List of Your Insurance Carriers:

1.

2.

3.

Have you worked with the Human Development Commission in the past? Yes No

List Counties in which you have performed work:

_____ Huron _____ Lapeer _____ Sanilac _____ Tuscola _____ Genesee

Other: _____

List References:

Contact Person: _____ Phone: (_____) _____

Contact Person: _____ Phone: (_____) _____

Contact Person: _____ Phone: (_____) _____

HUMAN DEVELOPMENT COMMISSION
Contactor Application – Attachment C

List of Your Major Weatherization Suppliers:

Contact Person: _____ Phone: (____) _____

Contact Person: _____ Phone: (____) _____

Contact Person: _____ Phone: (____) _____

Number of jobs you would like to perform per week: _____

Have you worked as a Weatherization contractor in Michigan? Yes No

If yes, what agency? Contact: _____ Phone: (____) _____

From time-to-time payments may be delayed by HDC for projects.

Will this create a financial burden for your business? Yes No

How can you handle us holding your money?

Signature _____ Date _____

Name Printed _____

HUMAN DEVELOPMENT COMMISSION
Customer Reference Authorization – Attachment E

Please give us names, addresses, and phone numbers of 5 customers for whom your company has provided the following services: thermostat, hot water heater replacement, and/or furnace clean and tune-up/repair/replacement. Please read the explanation of these items listed below.

When calling for a clean and tune-up, a licensed contractor will check for gas, oil and/or water leaks; check for leaks in the heat exchanges; check venting system; check ducts/pipes (supply and return); check power supply/wiring; check for safety factors (i.e., clearance from combustibles); ensure adequate fuel supply to the control valve; clean the fire tubes, burner ports, heat exchanges, squirrel cage, combustion chamber, cabinet, blower housing motor; adjust burner and gas input (set the manifold pressure to manufacturer's recommendations); adjust the pilot light and/or adjust the combustion blower (for power blower); replace the filter(s) if necessary; lubricate fans, motors, and pumps; check and adjust and/or replace belts (if worn); check and adjust thermostat; check blower and high limit controls; check the pressure regulator; adjust burner air shutters; use a Bacharach, Testo, Dwyer, or equivalent for setting furnace efficiency; check the temperature rise (make sure the rise is within range listed on the furnace rating tag); and adjust the heat anticipator with the use of an amp probe.

A typical tune-up should result in a clean squirrel cage, return air plenum, combustion chamber, cabinet, heat exchanger, gas burners, oil filters, return air filters, etc. The above tune-up would result in a proper BTU input, replacement of defective wiring leading to the heating unit, oil pump pressure set at 100 psi or in accordance with the manufacturer's recommendations, replacement of the orifice if the unit is over or under fired, repair or replace sections of the venting (chimney) system that are ineffective/unsafe, ensure proper draft, ensure/adjust combustion efficiency, properly operating limit control, automatic, fuel safety shut-off/boiler controls, properly matched thermostat heat anticipator, etc. After the tune-up, the furnace should be performing within 5 percent of the manufacturer's AFUE rating or a minimum 70 percent steady state efficiency.

A tune-up involves a visual inspection, testing procedures, cleaning and adjustment to improve the combustion and season efficiency of the heating system.

The provisions of these names and your signature below signifies that you authorize the Human Development Commission to contact the listed persons. The Huma Development Commission will contact each customer you list and ask them questions about how satisfied they are with the work and your firm's customer relations. The authorization is valid until the new contractors are selected by the HDC contractor solicitation committee.

Be sure to include complete customer information on the second page of this attachment, we will contact these individuals to verify residence, work performed, and quality of work.

Contractor

Owner

Date

HUMAN DEVELOPMENT COMMISSION
Customer Reference Authorization – Attachment E

List of Customer References:

1) _____
Name Phone

Street Address

2) _____
Name Phone

Street Address

3) _____
Name Phone

Street Address

4) _____
Name Phone

Street Address

5) _____
Name Phone

Street Address

HUMAN DEVELOPMENT COMMISSION
Weatherization Assistance Program
Service Denial Policy – Attachment F

DENIAL OF SERVICE

The Human Development Commission will not authorize installation of Weatherization measures to an otherwise eligible dwelling if any of the following conditions are present.

1. The clients have vacated the dwelling.
2. The client household falls to meet income eligibility after recertification.
3. The client refuses two or more of the minimum Weatherization measures required to qualify the dwelling as a completed unit.
4. The client has places the dwelling for sale.
5. The dwelling has major structural plumbing, electrical, sanitation, or infestation problems, which creates a clear and identifiable threat to the safety and health of an employee of the agency or contractor.
6. The conduct/behavior of any member of the household or its pets presents a potential threat to the safety of employees or contractors.
7. The client repeatedly refuses to allow reasonable access to the dwelling for the purpose of installing Weatherization measures.
8. Energy savings cannot be realized because of the deteriorated condition of the dwelling, and the cost of repair exceeds program limits.
9. The dwelling is condemned and/or scheduled for demolition.
10. There are not any Weatherization energy savings measures to perform to the dwelling due to the good condition that it is in.
11. The dwelling is too new or in too good condition where there is not sufficient saving investment ratio to perform Weatherization measures.
12. The dwelling has unvented space heater present at the time of the pre-inspection, which presents a potential safety health hazard to the dwelling residence.
13. The dwelling has one or more utilities, such as electricity, natural gas/propane/fuel oil, water/sewer, turned off and/or not functioning properly at time of pre-inspection.
14. The dwelling is a single-wide mobile home constructed prior to 1984.

HUMAN DEVELOPMENT COMMISSION
Weatherization Assistance Program
Service Denial Policy – Attachment F

RESPONSIBILITY FOR DETERMINING CONDITIONS

1. The pre-inspector, contractor, and/or crew foreman will be responsible for the initial identification of conditions which could result in denial of service.
2. The pre-inspector, contractor, and/or crew foreman will document the conditions in the client file and report the information to the Weatherization Production Manager.
3. The Weatherization Program Manager will review the documentation and conduct an inspection (if appropriate) in order to determine whether to deny service.
4. The Weatherization Department Staff will notify the client of the following information: the reason for denial; the actions necessary for correction; any applicable time limits for corrections; and a copy of the Agency appeal process.
5. If the identified problems are not corrected within the stated time limits, the client must reapply for the Weatherization Assistance Program.
6. The Weatherization Department Staff will refer the client to appropriate potential sources for assistance to help correct the identified problem(s).

HUMAN DEVELOPMENT COMMISSION
Weatherization Assistance Program
Service Denial Policy – Attachment F

SUBJECT: Complaint Procedure, Conflict Resolution, and Medication Procedure for Applicant, Recipients, and Contractors of Weatherization Grantees

The purpose of this policy is to outline requirements for Weatherization Grantees to establish a client complaint procedure for consistent resolution of conflicts. Complaints may come from applications for assistance, owners or tenants dissatisfied with work, participating contractors, or other interested parties. This policy covers the following three processes:

- The grantee’s complaint procedure
- Referrals to Dispute Resolution Services
- Forward of complaint to DHS Staff

A grantee’s client complaint/appeal procedure must:

1. **Be in writing.** Clients and contractors must make their complaint/appeal in written format. Clients will have ten (10) days from date of a denial decision to submit their complaint in writing. Contractors will have seven (7) days from the date of an alleged infraction to submit their complaint in writing.
2. **Establish a timely response.** Ensure that a client’s complaint/appeal is responded to by the program administrator within a reasonable period of time, which is ten (10) working days. The client must be notified, in writing, when this review will take place. The client may attend and provide any additional information that she/he feels will support the request.
3. **Require that the Executive Director of the grantee be informed of any complaint the program administrator fails to resolve.** The grantee (at its option may ask the Executive Director to review the case and recommend a resolution.
4. **Provide for the establishment of a review committee.** The review committee will be comprised of the Community Services Advisory Council. This council/committee must hear all the cases that cannot be successfully resolved by the program administrator (and the Executive Director if he/she is part of the complaint procedure). It is recommended that the council/committee members serve a specific number of years. The Community Services Advisory Council will place the Weatherization complaint/appeal on their monthly agenda.

The review committee should be comprised of:

- A person with building/construction expertise (completely separate from the contractor who is part of the complaint);

HUMAN DEVELOPMENT COMMISSION
Weatherization Assistance Program
Service Denial Policy – Attachment F

- A local community representative; and
- A representative of the grantee (but should not be the administrator or staff member of the Weatherization Program).

The Claimant may choose to make a presentation or submit a written description (including documentation) to the committee for review.

5. **Establish process to notify the client in writing of the review committee's decision** within fifteen (15) working days of the date of the review.

Should the above-listed efforts fail to resolve all outstanding issues, grantees must seek the services of the closest Dispute Resolution/Mediation Program.

In the event that the DHS is contacted directly by a complaint, he/she will be referred to the grantee for implementation of policy procedures. After all, previously outlined steps have failed to resolve the complaint, the grantee may contact DHS in writing, detailing the complaint and verifying its compliance with the above-listed steps.

HUMAN DEVELOPMENT COMMISSION
Contractor Debarment Certification – Attachment G

Company: _____

Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transactions

The certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

BEFORE SIGNING CERTIFICATION, READ THESE INSTRUCTIONS

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principles:
 - 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 or 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 certifications, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Representative _____ Date _____

Name Printed _____ Date _____

