



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
1101 Beach Street, Rm. 361 Flint, Michigan 48502
Phone: (810) 257-3030 Fax (810) 257-3560

Chrystal Simpson
Chief Financial Officer

December 21, 2022

GENESEE COUNTY REQUEST FOR PROPOSALS #22-306.5

Sealed proposals will be received until **2:00 p.m. (EST), Thursday, January 19, 2023**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **GCCARD HOME MAINTENANCE AND REPAIR**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.geneseecountymi.gov.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE:	2:00 PM (EST), Friday, June 30, 2023
QUESTIONS DUE:	Friday, June 16, 2023, before 5:00 PM
PROPOSAL REQUEST NUMBER	#22-306.5

Denise Moomey

Denise Moomey, Purchasing Manager

bid2\2022\22-306
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
www.geneseecountymi.gov

TABLE OF CONTENTS

SECTION 1 - INSTRUCTIONS TO PROPOSERS	3
SECTION 2 - STANDARD TERMS & CONDITIONS.....	4
SECTION 3 - ADDITIONAL TERMS & CONDITIONS.....	4
SECTION 4 – MINIMUM QUALIFICATIONS OF PROPOSERS	6
SECTION 5 – BACKGROUND INFORMATION	7
SECTION 6 – SCOPE OF SERVICES AND WORK	7
SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS.....	11
SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE	13
SIGNATURE PAGE.....	14
GENESEE COUNTY INSURANCE CHECKLIST	15
REFERENCES	16
COST PROPOSAL FORM.....	17
CONTRACT FOR SERVICES.....	20
EXHIBIT A	26
EXHIBIT B	27

RFP #22-306.5 GCCARD HOME MAINTENANCE AND REPAIR

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EST), Friday, June 30, 2023**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays, check website for closed days. Label the sealed envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. The County Building will be open for vendors to drop off their submissions. Upon entrance, please proceed to Rm. 361 to drop off your proposal. Effective June 28, 2021, the County offices do not require screening or mask use in vaccinated or unvaccinated employees or visitors, except in healthcare settings where masks are required regardless.
3. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
4. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals submitted become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally, the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the MITN site for this offering.
5. All submissions will be time stamped by an individual within the Office of Fiscal Service Department. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Bidder's responsibility to insure that its bid is time stamped by the Fiscal Services Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
6. Michigan Inter-governmental Trade Network— an alternate review of this proposal under **Proposal # 22-306.5 GCCARD HOME MAINTENANCE AND REPAIR** can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities

to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](https://www.mitn.info/Registration.asp?ID=2340) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](https://www.mitn.info/Registration.asp?ID=2340) support department toll free 1-800-835-4603.

7. All communications, any modifications, clarifications, amendments, questions, responses, or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
8. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at https://www.geneseecountymi.gov/departments/fiscal_services/purchasing_department/current_bids2022.php for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
9. Insurance must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Insurance requirements are provided in this document on page 15. Failure to comply with these provisions will cause termination of the agreement.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee, and any local government entity being serviced under an agreement, against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

10. Proposal Format: Proposals must be submitted in the format outlined in SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link: [Genesee County, MI \(geneseecountymi.gov\)](https://www.geneseecountymi.gov)

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified individuals who can provide said services to the County as requested by the Genesee County Community Action Resource Department ("GCCARD").

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Community Action Resource Department (“GCCARD”). The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3851, and djones@geneseecountymi.gov. Email is the preferred method of contact.
3. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (https://www.geneseecountymi.gov/departments/fiscal_services/purchasing_department/current_bids2022.php). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 7, INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
5. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
6. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received **no later than 2:00 p.m. (EST), Monday, June 19, 2023**, to the Genesee County Purchasing Department as listed above.
7. **Statement of Exceptions:** The proposer shall furnish a statement giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
8. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
9. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in

writing and received no later than **Friday, June 16, 2023, before 5:00 PM (EST)** to the Genesee County Purchasing Department as listed above. E- mail is the preferred method of contact for all inquiries concerning this RFP. Please include RFP #22-306.5 in the subject line of your email. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.

SECTION 4 – MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for contract, a proposer shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, the following requirements are necessary for submission of a proposal:

1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. The proposer shall be a Licensed Residential Builder / Maintenance and Alteration Contractor that possess and employ workers to perform the work who possess required Builder's Licenses with the Michigan Department of Licensing and Regulatory Affairs for Weatherization Shell work. A copy of the firm's current license and the license of all personnel involved in the work must be submitted with the proposal response.
3. The proposer shall employ an adequate number of licensed professionals to perform the required work/services.
4. All proposers must be willing to provide services to any client designated by GCCARD within Genesee County.
5. The proposer must be willing to comply with prevailing wages for required projects as defined in the Genesee County Purchasing Regulations.
6. Proposers must possess training in Lead Safe Work Practices as specified in Section 45-04 of the Technical Weatherization Policy Manual. Satisfactory evidence of training must be provided with the proposal response, or the proposer must consent to have training provided through GCCARD within the first month of the contract execution.

If a proposer does not convince the Genesee County Community Action Resource Department ("GCCARD") that it possesses the above minimum qualifications with the proposal submission, the Genesee County Community Action Resource Department ("GCCARD") shall not consider its proposal for contract award.

SECTION 5 – BACKGROUND INFORMATION

The Genesee County Community Action Resource Department (GCCARD) is a community action agency that is a department within Genesee County government. GCCARD is a member of the Michigan Community Action Agency Association as well as many other organizations. This agency collaborates its efforts with that of the Department of Human Services, formerly known as the Family Independence Agency. GCCARD operates/administers a weatherization program in Genesee County. 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. GCCARD's professionally trained Weatherization auditors use computerized energy audits and advanced diagnostic equipment to determine the most cost-effective measures appropriate for each home. Typical measures may include installing insulation; sealing ducts; mitigating air infiltration; and installing Health & Safety measures (i.e. Smoke detectors, CO alarms, dryer vents, etc.)

The major objectives of this solicitation are as follows:

1. Award contracts to Weatherization Shell Contractors that will provide DOE Audit measures and related services to GCCARD clients.
2. To insure that all materials and/or services meet the DOE, DHS and GCCARD'S standards and requirements.
3. To insure that all materials and/or services are provided in the timeframe established by GCCARD.

SECTION 6 – SCOPE OF SERVICES AND WORK

The Genesee County Community Action Resource Department ("GCCARD" or the "County") seeks to contract with licensed Weatherization Shell Contractors for the Weatherization Assistance Program. Selected firms (Contractors) will provide complete services for established unit prices to homes in Genesee County. Contractors will furnish all tools, labor, equipment, materials, and permits required to perform the work.

A more detailed description of the above referenced activities can be seen below. All work shall be performed consistent with manufacturers' instructions and according to minimum standards set forth by the United States Department of Energy, the Michigan Department of Human Services and requirements set by GCCARD. In addition, all required equipment and materials shall be provided consistent with the same requirements.

For information regarding the above referenced requirements, please see the Michigan Weatherization Field Manual at www.wxfieldguide.com/mi the NREL Standard Work Specifications at <https://sws.nrel.gov/> and the MiTEC website at www.michigantec.org. In addition, all materials shall meet the federal regulations as established by the Department of Energy. These regulations can be seen under Weatherization Assistance

for Low Income Persons in Appendix A to Part 440-Standards for Weatherization Materials.

Contractors will be required to attend Weatherization training and gain certifications within 90 days of being awarded a contract. This training is provided by MiTEC at no additional cost. Training stipends are provided to Weatherization contractors and employees that complete the Training and Technical Assistance Retention Agreement.

GCCARD reserves the right to assign work to contractor(s) in the best interest of the Weatherization Program. Genesee County makes no guarantees of the volume of work or production and will issue work on an as needed basis. GCCARD will further reserve the right to terminate the working relationship with a Contractor for reasons including, but not limited to, failure to provide proof of insurances and licenses, failure to perform work in a timely manner, and failure to perform work in the quality expected by the County.

Description of Services:

1. Weatherization Program (WX): This program installs energy saving measures to income qualified residential homes. This work is performed by GCCARD in-house crews and licensed Weatherization Shell Contractors. Funding comes from the Department of Energy (DOE), Low Income Heating Energy Assistance Program (LIHEAP) and the Bipartisan Infrastructure Law (BIL).

GCCARD anticipates working on many homes over the next five years. The homes will be both owner occupied and rental units. All professional certified and licensed work will be completed by contractors compiled from this solicitation. All weatherization and related work will need to adhere to the guidelines set forth in Community Service Policy Manual (600) and the Weatherization Technical policy manuals. These electronic files can be found on the Genesee County website at www.geneseecountymi.gov under Departments / GCCARD / Weatherization Program.

Program services mentioned above could include the following professional services.

Insulation (Attic, side walls, knee walls, crawl space, sillbox)
Minor plumbing repair
Doors & window repair/replacement
Install Health & Safety measures
Minor roof repair & gutters/downspouts
Air sealing
Bath fan replacement/roof ducting

- A. The successful bidder on each project will be required to maintain record keeping of all time and materials expended to accomplish the above listed tasks.
- B. For the GCCARD Programing: All contractors new to the program will be on a probationary status and awarded one project at a time until there has been a satisfactory completion of two projects.

- C. Criminal BACKGROUND CHECK Prior to any individual performing work under this Agreement, Wayne Metro shall conduct or cause to be conducted an Internet Criminal History Access Tool (ICHAT) check, a national and state sex offender registry check, and a Central Registry (CR) check for each Contractor, Contractor employee, subcontractor, and subcontractor employee.

Description of Work:

1. Time for Performance

- 1.1 The Contractor must commence work within fifteen (15) working days after the County issues a written Proceed Order to the Contractor. The Proceed Order will identify the property and the repair or replacement needed.
- 1.2 Contractor must complete all work within forty-five (45) days of date of the Proceed Order. Extensions of time for completion of work may be permitted provided that written requests for extensions detailing the reasons therefore are received and accepted by the County prior to the expiration of the initial forty (40) day period. Note: all work must be completed prior to the end of each program year date (DOE June 30th, LIHEAP/BIL September 30th).
- 1.3 If the Contractor fails to commence work within the allotted time or fails to complete all work within the allotted time and no extension of time is granted, the County may terminate the contract. Such termination is at the sole discretion of the County.
- 1.4 In the event that this contract is terminated because of the Contractor's failure to complete the work within the allotted time, the Contractor shall be entitled to compensation for the work performed up to the date of termination. However, the Contractor shall be responsible for the payment of any damages, claims, or additional costs incurred by the County as a result of Contractor's failure to perform the work within the allotted time, and such amounts shall be offset against any compensation due to the Contractor.

2. Training and Materials

- 2.1 Contractor shall be familiar with the Weatherization Field Manual issued by the Michigan Department of Human Services (located at www.wxfieldguide.com/.mi), the NREL Standard Work Specifications at <https://sws.nrel.gov/> the Community Service Program Manual (CSPM 600) at <https://www.michigan.gov/mdhhs/doing-business/weatherization/manuals> and participate in training as required by the County or by the State of Michigan.
- 2.2 Prior to commencing any work under this contract, Contractor agrees to complete a one-day course on Lead Safe Weatherization Practices (or approved alternative).

3. Performance Standards

- 3.1 Prevailing wages be paid and documented in compliance with Genesee County Purchasing Regulations 3-302(3)
 - 3.2 Contractor must utilize Lead Safe Weatherization practices, keep the job site orderly during the course of the work and remove debris at the completion of the work. Contractor must notify and obtain prior approval from the County before doing work that deviates from the specifications and instructions in the Proceed Order and any attachments.
 - 3.3 Contractor must repair all surfaces and structures damaged by the Contractor resulting from work under this Agreement at no additional cost to the County. Repair means the item is to be placed in equal or new condition either by repairing or replacing. The finished work shall match adjacent work in design and dimension. Any repairs or corrective actions necessary shall be completed within two (2) weeks of notification.
 - 3.4 Contractor must guarantee the work performed on each project for a period of eighteen (18) months from the date of final inspection and acceptance of all the work required on that project under this Agreement. Contractor must permit the County or its designee to examine and inspect the premises where the Weatherization work is being, or has been, performed, including timely notification and scheduling of progress inspections wherever reasonable access will be eliminated upon completion.
 - 3.5 Contractor shall permit inspection of the work and worksite by a GCCARD Weatherization Inspector during performance of the work, and upon completion. All work shall be inspected by a GCCARD Weatherization Inspector prior to payment.
 - 3.6 Contractor acknowledges that GCCARD's acceptance of faulty work or failure to discover defects during normal inspection does not relieve the Contractor of responsibility as set forth herein. When applicable, the Contractor shall participate with the County in determining reasonable corrective measures that may be necessary. The Contractor will proceed to complete such reasonable corrective measures within two (2) weeks of determination, at the Contractor's expense.
4. Reports and Payment Terms
- 4.1 Contractor must complete and return all required reports and documents for each job to the County in a timely manner, prior to payment by the County. The required reports and documents shall be listed in Exhibit B of the agreement.
 - 4.2 At a minimum, all invoices shall contain the Contractor's name, mailing address, and business phone number, the invoice number and invoice date, the County's job number, the client's name and street address, and must include separate totals for labor, materials, and lead-safe costs.

- 4.3 Contractor must deliver all invoices and supporting documentation to:
Genesee County Community Action Resource Department
Attn: Weatherization Supervisor
2727 Lippincott Boulevard
Flint, Michigan 48507
- 4.4 No payment shall be made until after final inspection and approval of the work by a GCCARD Weatherization QCI Inspector.

SECTION 7 – INFORMATION REQUIRED FROM PROPOSERS

In order to be deemed responsive, proposals must be submitted in the format outlined below:

Tab 1. Cover Letter - A letter signed by an officer of the firm, generally describing your firm's interest in this solicitation with a brief overview of the firm.

Tab 2. RFP #22-306.5, pages 1-27, including:

- Signed Signature Page (page 14)
- Executed Insurance Checklist for those that **are not involved** with Mold, Lead, or Asbestos abatement (page 15)
- References form (page 16)
- Completed Cost Proposal Form (page 17)
- Statement of Exceptions: Furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the Standard Proposed Contract and this RFP.

Tab 3. Required Information

- Copies of all licenses held by your firm (Mechanical Contractor's License, Residential Builder's License, Residential Maintenance & Alteration Contractor, Plumber's License, etc.)
- Copies of licenses of all personnel to be involved in the work as assigned by the successful proposer/contractor.
- Organizational Chart: Provide an organizational chart identifying key members of the employees who will be assigned to perform the work. The chart should clearly delineate roles and responsibilities of the various team members. Identify key individuals by name and title.
- Current Work Assignments & Contractual Obligations: Indicate current and projected work assignments of key personnel identified in the proposal, and for each key personnel, identify current percentage of completion and expected completion date.

Tab 4. Project Statement & Additional Information

- Statement of the Project: State in precise terms your understanding of the project as presented by this RFP.
Include in this section a detailed summary of the General Contractor's approach to providing services required by this RFP, including:
 1. Description of your approach for working in occupied spaces.
 2. Procedures for monitoring the performance of all personnel directly

- rendering the required services.
3. Procedures for personnel training, orientation, staffing, scheduling, and security, including any manuals relating to it.
 4. Description of your company's "Safety Program" to be used while performing the required services. Include a copy of the Safety Program.
 5. Description of your company's "Quality Control Program" to be used while performing the required services. Include a copy of the Quality Control Program.
 6. Description of your company's "Hazardous Communication Program" to be used while performing the required services. Include a copy of the Hazardous Communication Program.
 7. Procedures for handling Customer Complaints/Inquiries.
 8. Please describe any lawsuits that were filed against your company in the last five (5) years and the results of those lawsuits. Please describe any mediation or arbitrations your company has been involved with in the last five (5) years and the results of those arbitrations/mediations.
 9. Description of your company's approach to scheduling and provide the name of the scheduling software you use, if any.
- Copy of Lead Safe Work Practice Certificate – Include your firm's certification for successful completion of Lead Safe Work Practice Training. Satisfactory evidence of training must be provided with the proposal response, or the proposer must consent to have training provided through GCCARD within the first month of contract execution.
 - Information on anticipated Subcontractors: Name all subcontractors that your firm anticipates will be involved in this project.
 - Equipment List - Current inventory of the equipment owned by the proposer to complete the tests referenced in Section 6. Scope of Services and Work. In addition, this equipment list should include the number of vehicles owned by the proposer and the equipment needed to complete the work.

Tab 5. Executed Debarment & Suspension Certification Form

Tab 6. Demonstration of Financial Stability - Submit with the proposal your organization's most recent financial audit, annual compiled financial statements or annual consolidated financial statements.

SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County and other locals. All proposals will be evaluated based on the evaluation criteria as seen below. **Each criterion will be scored based upon the points indicated. Further, each proposal will be scored with a possible total of 100 points and ranked by score.**

Evaluation Criteria	Possible Points
1. Previous experience with GCCARD in providing similar services reference in this solicitation including previous experience with providing services as part of DOE, LIHEAP & DHS weatherization projects.	25
2. Proposal submitted by a certified Minority Business Enterprise, certified Women Business Enterprise, or business located in a Labor Surplus Area.	10
3. Responsiveness of Proposal	5
4. Financial Stability of the Proposer	10
5. Has the capability, reliability, and capacity of the proposer to provide the desired services, this includes but not limited to possessing the appropriate equipment and licensed staff necessary to complete the work. Service delivery approach	30
6. Cost Proposal	20
Total Possible Points	100

Members of the GCCARD Weatherization Project Team will review proposals by evaluating each proposal subject to the above referenced criteria. The scores will be submitted to the Contract Administrator and an average of the Team members scores will be used to calculate the final score.

GCCARD Weatherization Project Team will recommend qualified contractors to the Genesee County Board of Commissioners. This recommendation will be based on the proposer meeting the minimum score of 75. The Genesee County Board of Commissioners will make the final decision on contract award.

SIGNATURE PAGE
GENESEE COUNTY RFP #22-306.5
GCCARD WEATHERIZATION CONTRACTOR SERVICE

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Date: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX E-MAIL

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT:

22-306.5 RFP – GCCARD WEATHERIZATION CONTRACTOR SERVICE

Coverage Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate \$1,000,000 combined single limit each accident - Owned, Hired, Non-owned
<input checked="" type="checkbox"/> 6. Automobile liability	
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 2,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<input checked="" type="checkbox"/> 9. A 30-day notice of cancellation or non-renewal is required for all policies.	
<input type="checkbox"/> 10. Builders Risk "All Risk" for all materials and equipment of this contract	
<input checked="" type="checkbox"/> 11. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 12. The certificate must state bid number and title.	
<p>**Additional coverage including excess liability, pollution and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements.</p>	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

_____ Liability policies are **occurrence** _____ **claims made** _____

_____ Insurance Agent _____ Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

_____ Contractor _____ Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REFERENCES

List 3 references of similar projects

Submitted by: _____

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

COST PROPOSAL FORM

Weatherization Measures				
Weatherization Measures and Description Major Bypass	Unit	Labor	Material	Total
ACCESSES ETC				
Cut attic access, plywood, batt, weatherstrip and trim (batt to level of insulation installed)	each			\$ -
Cut Knee wall Access, plywood, batt, weatherstrip, trim, and hardware (batt to level of insulation installed)	each			\$ -
Replace Plywood, batt, and weatherstrip	each			\$ -
Batt and weatherstrip attic access or knee wall doors	each			\$ -
Treat full size walkup/cellar door w/s bump or sweep, insulate and Visqueen	each			\$ -
Install CS access door, (existing opening) treated plywood, batt, and hardware	each			\$ -
Batt and weatherstrip existing crawlspace access	each			\$ -
Install Pulldown stairway (new), boxed, insulation, and hardware and trim	each			\$ -
Pull down stairway – boxed, insulation and hardware or stairway cover	each			\$ -
Box attic fan – complete with pulley system,	each			\$ -
Air seal attic fan from interior – reusable plastic, etc.	each			\$ -
Note: All door and window replacement cost shall include disposal of old material, applicable permits, etc. and work performed in accordance with Lead Safe Work regulations. WXS (Weatherstrip) denotes metal-backed vinyl product attached with screws and caulked.				
DOORS				
Steel replacement entry door (w/lockset, deadbolt, peephole, caulking, interior and exterior trim)	each			\$ -
Steel replacement entry door w/1 lite (w/lockset, deadbolt, caulking, interior and ext. trim)	each			\$ -
Steel replacement prehung door (lockset, deadbolt, peephole, WXS, caulking, interior trim) and exterior brick mold)	each			\$ -
Wood solid door (w/lockset, deadbolt, peephole, caulking, interior trim)	each			\$ -
Double, patio door (replaced only in extreme cases)	each			\$ -
Replace or install lockset or deadbolt (When installed without Door)	each			\$ -
Door threshold – treated or oak	each			\$ -
Reinforcement or Mod kit	each			\$ -
Door jamb complete	17ft			\$ -
Door jamb Dutch	ft			\$ -
Door or window casing (trim)	ft			\$ -
Brick mold	ft			\$ -
Door and window stop (also 1 x for repairs)	ft			\$ -
2 x 4 – for excessive access framing	ft			\$ -
WINDOWS – Savings to Investment Ratio (SIR) Driven 1 or Greater Window Retrofit must be itemized and no more than amount listed				
White vinyl vert double hung or horizontal slider window incl. caulking, interior and ext. trim, - Lead Safe Work practices (LSW) additional	sq. ft.			\$ -
White vinyl picture window incl. caulking, interior and ext. trim, - Lead Safe Work practices (LSW) additional	sq. ft.			\$ -
Glass replacement single strength (price is sq. inch and includes installation & glazing)	sq. inch			\$ -
Glass replacement double strength (price is sq. inch and includes installation & glazing)	sq. inch			\$ -
Pulley Seals	each			\$ -
Windowsill replacement	ft			\$ -
Window Apron	ft			\$ -
Basement prime window replacement with glass block (includes vent) mortared in place	U.I.			\$ -
Board over basement window (w/treated lumber)	each			\$ -
DRYWALL, PATCHING and VARIOUS BYPASS SEALING				
Drywall Repair – Walls (including prep) drywall, tape & mud 1 coat (over 4 sq. ft)	sq. ft.			\$ -
Drywall repair – Ceiling (including prep) drywall, tape & mud 1 coat (over 4 sq. ft)	sq. ft.			\$ -
Flat rate – Repair wall / ceiling (1 sq. to 4 sq. ft)	each			\$ -
Flat rate – Patch hole in wall or ceiling (each area) 1 sq. Ft or less	each			\$ -
Stuff wall opening for balloon frame top or bottom – vinyl faced insulation, Reflectix, or air seal bags	Ln Ft.			\$ -
Seal rafter runs in knee wall at floor (with vinyl faced insulation, Reflectix or air seal bags	Ln Ft.			\$ -
Seal rafter runs in knee wall at floor with foam	Ln Ft.			\$ -
Seal wall opening for balloon frame top or bottom – foam	Ln Ft.			\$ -
Patch plumbing runs – Reflectix, vinyl, caulk, or foam (less than 6"x6" opening) bath, kitchen, and utility	per home			\$ -
Patch plumbing runs – Reflectix, vinyl, caulk or foam additional bath, kitchen, or utility	each			\$ -
Seal flues at wall or ceiling (caulk, metal, etc.)	each			\$ -
Seal milk chutes	each			\$ -
Seal coal chutes	each			\$ -
Seal AC unit at window (3/4 plywood, caulk. etc.)	each			\$ -
Seal and Red Tag Fireplace	each			\$ -

COST PROPOSAL FORM

Infiltration - SIR Driven 1 or Greater (to include major bypass)		Unit	Labor	Material	Total
Weatherstrip door (weatherstrip – screw on aluminum weatherstrip w/vinyl flange)	each				\$ -
Weatherstrip door magnetic	each				\$ -
Bumper threshold – aluminum w/vinyl insert (on wood or concrete sill)	each				\$ -
Door sweep – aluminum w/triple flap	each				\$ -
Check, fit, free door (includes adjustment of strike plate, hinges, door to open/close freely)	each				\$ -
Check, fit, free window	each				\$ -
Storm door closer	each				\$ -
Storm door handle and latch	each				\$ -
Storm door wind chain	each				\$ -
Regular door or storm door strike plate	each				\$ -
Sash locks (cam-style)	each				\$ -
Caulking – remove old and apply new paintable caulk (per lineal foot)	lineal ft.				\$ -
Glaze window – clean, point and glaze	lineal ft.				\$ -
Weatherstrip window (v-style)	each				\$ -
Install air conditioner cover	each				\$ -
Drop off air conditioning cover	each				\$ -
Switch plate or outlet cover (includes gasket)	each				\$ -
Barrel bolts, installed (When used separate of any other application)	each				\$ -
Box sill Foam for air sealing 8" cavity	each				\$ -
Box sill Foam for air sealing 6" cavity	each				\$ -
Foam Insulation	In ft				\$ -
Misc. Infiltration Repairs: (Labor Cost per hour)-	per hour				\$ -
Health and Safety		Unit	Labor	Material	Total
Dryer vent hood only – existing opening (plastic, single flap – no tin, includes caulking)	each				\$ -
Dryer vent w/flex transition duct, 2 elbows, clamps- replace existing up to 8' (incl. caulking)	each				\$ -
Dryer vent w/rigid duct, 2 elbows, clamps - replace existing up to 8' (incl. caulking)	each				\$ -
Dryer vent w/rigid duct - complete (cut new opening)	each				\$ -
Exhaust fans – duct, insulation, and roof jack	each				\$ -
Smoke detector – 10-year battery only	each				\$ -
Carbon monoxide detector – 10-year battery only	each				\$ -
Louvered door for combustion purposes	each				\$ -
Duct only for exhaust fan with insulation	each				\$ -
Pressure relief valve	each				\$ -
Pressure relief leg	each				\$ -
Flame shield for H2O tank	each				\$ -
Lead safe weatherization cost (LSW) – \$300 is the maximum cost per job that charged	each				\$300.00
Duct / Pipe Insulation		Unit	Labor	Material	Total
Install duct insulation (R-3 minimum) – Reflectix or equivalent (sq ft)	sq. ft.				\$ -
Install pipe insulation (R-3.5 minimum) (lin. ft)	lineal ft.				\$ -
Duct Sealing / Repair		Unit	Labor	Material	Total
Filter end cap magnetic	each				\$ -
Replace return air boot	each				\$ -
Secure and seal ducts w/mastic or quality metal take	In ft.				\$ -
Reconnect/secure loose duct (per duct)	each				\$ -
Seal off unused duct	each				\$ -
Replace heat register grill w/metal grill	each				\$ -
Duct replacement – basement	per room				\$ -
Duct replacement – crawl or attic – uninsulated	per room				\$ -
Duct replacement – crawl or attic – insulated	per room				\$ -
Wall Insulation - SIR Driven 1 or Greater					
Installation of blown wall insulation includes all necessary preparation: Removal and reattachment of siding, drilling, plugging, or filling. Plugging drilled holes (mortar holes if blown thru brick) Includes permits, fees, etc. as applicable.		Unit	Labor	Material	Total
Blown cellulose: R-13 dense pack a ll siding types and multiple stories	sq. ft.				\$ -
Fiberglass batts: R-13 (open frame)	sq. ft.				\$ -
Install S-type fuse w/adapter (15 amp)	each				\$ -
Set up charge if Walls are already insulated	flat				\$ -
Attic Insulation - SIR Driven 1 or Greater		Unit	Labor	Material	Total

COST PROPOSAL FORM

Installation of blown attic insulation includes the following basic attic preparation: Barrier chimney, access(s) and heat sources. Block eaves/soffits to prevent insulation from covering soffit vents. Flag depth (300') electrical junction boxes and other critical structures. Includes permits, fees, etc. and certificate, as applicable.				
Open attic: blown cellulose R-11	sq. ft.			\$ -
Open attic: blown cellulose R-19	sq. ft.			\$ -
Open attic: blown cellulose R-30	sq. ft.			\$ -
Open attic: blown cellulose R-38	sq. ft.			\$ -
Open attic: blown cellulose R-49	sq. ft.			\$ -
Open attic: install fiberglass batts R-11	sq. ft.			\$ -
Open attic: install fiberglass batts R-19	sq. ft.			\$ -
Open attic: install fiberglass batts R-30	sq. ft.			\$ -
Open attic: install fiberglass batts R-38	sq. ft.			\$ -
Open attic: install fiberglass batts R-49	sq. ft.			\$ -
Floored attic: blown cellulose to fill 2"X4" cavity	sq. ft.			\$ -
Floored attic: blown cellulose to fill 2"X6" cavity	sq. ft.			\$ -
Floored attic: blown cellulose to fill 2"X8" cavity	sq. ft.			\$ -
Knee walls: install fiberglass batts R-11 min	sq. ft.			\$ -
Rafter runs: tube slopes to dense pack 2" X 4" rafter	sq. ft.			\$ -
Rafter runs: tube slopes to dense pack 2" X 6" rafter	sq. ft.			\$ -
Additional Attic Insulation / Ventilation	Unit	Labor	Material	Total
Attic prep: major - extensive knob & tube, extensive # recessed lights, ceiling drops	per hour			\$ -
Remove existing insulation and disposal. (price per sq ft)	sq. ft.			\$ -
Install 60 or 77 sq.in. NFA slant back roof vent - cut opening in roof (color to match existing, bird proof)	each			\$ -
Cut opening and install standard size gable vent in wood	each			\$ -
Cut opening in aluminum or vinyl (install J channel) and install standard size gable vent	each			\$ -
Replace existing standard size gable vent:	each			\$ -
Rescreen existing gable vent (w/hardware cloth-no window screen)	each			\$ -
Install soffit vent – one story: 8" x 16"	each			\$ -
Install soffit vent – 4"x16"	each			\$ -
Install ridge Vent	In ft.			\$ -
Install roof jack – only	each			\$ -
Cut opening between attics (large enough to access adjacent attic)	each			\$ -
Foundation Insulation - SIR Driven 1 or Greater	Unit	Labor	Material	Total
Box sill insulation R-19	In ft.			\$ -
Box sill seal with 1" foam & insulation R13 Batt	per box			\$ -
Floor/perimeter insulation R-13 includes Visqueen	sq. ft.			\$ -
Floor/perimeter insulation R-19 includes Visqueen	sq. ft.			\$ -
Add R-30 Fiberglass to floor joist cavities (includes bat rod supports@ 2' apart)	sq. ft.			\$ -
Additional Foundation Insulation / Ventilation	Unit	Labor	Material	Total
Install 6 mill Visqueen on ground – overlap seams 12" & up wall 6" (per sq ft) When addressing w/out insulation	sq. ft.			\$ -
Replace existing foundation vent – manual type	each			\$ -
Install new foundation vent – remove block manual type	each			\$ -
Replace existing foundation vent – automatic	each			\$ -
Install new foundation vent – remove block automatic	each			\$ -
Compact Fluorescent Light Bulbs (Installed) SIR Driven 1 or Greater	Unit	Labor	Material	Total
LED bulb – 15-23 watt (energy star rated, lead free)	each			\$ -
Storm Windows - SIR Driven (In Window retrofit)	Unit	Labor	Material	Total
Exterior aluminum vertical or horizontal 3-track slider (w/screen) – includes caulking	sq ft			\$ -
Picture window O.S.R. (outside removal) – includes caulking	sq ft			\$ -

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and [Contractor Name], a [State] [Entity Type], whose principal place of business is located at [Contractor Address] (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on [Start Date], and shall be effective through [End Date] (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$_____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is [TBD] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. **Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. **Audit Rights**

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system

conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

14.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an

endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

16.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

Genesee County Community Action Resource Department (GCCARD) has many home maintenance and repair programs that we administer for the City and County residents. In an effort to cover all of our program needs we are requesting for qualifications for the listed programs and services they provide.

Weatherization Program (WX): This program installs energy saving measures to income qualified residential homes. Most of this work is performed by GCCARD in house crews but at times will require special licensed professionals. Fund comes from the Department of Energy (DOE).

LIHEAP Emergency Water Heater Replacement: This program is only for those residents on the City of Flint water system. This is the only area that has been declared an emergency by the Governor and President. These program services are sent out to GCCARD qualified contractors. Funding is LIHEAP emergency funds come from the State of Michigan MDHHA.

Water and Plumbing Repair: This program provides water repairs to mitigate the spread of COVID-19 by ensuring low-income households have access to water for washing and disinfecting surfaces in the home. This work is done by qualified licensed plumbing contractors. Funding comes from the State of Michigan.

GCCARD anticipates working on many homes over the next three years. The homes will be both owner occupied and rental units. All professional certified and licensed work will be completed by contractors compiled from this solicitation. All weatherization and LIHEAP emergency funding related work will need to adhere to the guidelines set forth in Community Service Policy Manual (600) and the Weatherization Technical policy manuals. These electronic files can be found on the Genesee County Web-site under the GCCARD link and weatherization program link. www.geneseecountymi.gov

Program services mentioned above could include the following professional services.

Water Heater Replacement	Floor Covering
Electrical	Painting
Mechanical Heating/Cooling	Residential Construction
Plumbing	Re-roofing
Asbestos Encapsulation	Framing
Lead based paint removal (Not currently covered with funding source)	
Windows/Doors	

- A. The successful bidder on each project will be required to maintain record keeping of all time and materials expended to accomplish the above listed tasks.
- B. For the GCCARD Programing: All contractors new to the program will be on a probationary status and awarded one project at a time until there has been a satisfactory completion of two projects.

EXHIBIT B
Reports Required from the Contractor

Description of Report
Name and content of report

Frequency
How often?

If none, write NONE.

This information will be completed at time of execution of contract.