



**EightCAP, Inc.**  
**Weatherization Assistance Program**

**Request for Proposals: Mechanical Contractor Services  
for Gratiot, Ionia, Isabella, and Montcalm Counties**

**PROPOSALS AND INQUIRIES SHOULD BE SUBMITTED BY  
THE RESPECTIVE DUE DATES TO:**

**EightCAP, Inc.  
Energy Programs Manager  
3251 S. Derby Rd  
Sidney, MI 48885**

**All proposals are due by 4:00 p.m., EST,  
Thursday July 10<sup>th</sup>, 2025**

## 1. INTRODUCTION

### **Purpose of this Request for Proposal**

EightCAP, Inc. is soliciting proposals for Mechanical Contractors to perform work for the EightCAP, Inc. Weatherization Assistance Program.

### **Major Objectives of Request for Proposal**

- Identify contractors that will provide inspections on heating units and water heaters whose occupants qualify for the Weatherization Assistance Program, as determined by EightCAP.
- To ensure that all contractors understand the inspection and reporting processes, as mandated by the EightCAP Inc, the United States Department of Energy and the Michigan Department of Health & Human Services.
- To ensure that all services are provided in the timeframe established by the EightCAP Inc.

### **Overview of EightCAP, Inc. Weatherization Assistance Program**

EightCAP, Inc. (“Agency”), is a non-profit organization that operates/administers the United States Department of Energy’s (DOE) Weatherization Assistance Program (“Weatherization”) in Gratiot, Ionia, Isabella, Montcalm and counties. EightCAP, Inc. is a private, nonprofit corporation and is exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. Administrative Offices are located at 5827 Orleans Rd, Orleans, MI 48865.

The DOE Weatherization reduces energy costs for low-income households by increasing the energy efficiency of their single-family homes, multi-unit homes and/or mobile homes and educating clients on energy-saving behaviors while ensuring their health and safety. The Agency’s program primarily focuses on providing services for single-family homes and mobile homes. Weatherization prioritizes services to the elderly, people with disabilities, and families with children. The Agency’s professionally trained Weatherization inspection crews 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; tuning and repairing heating and cooling systems; mitigating air infiltration; and reducing electric base load consumption.

All prices are for weatherization measures installed according to industry and program standards and include labor, travel, 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 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.

The prices submitted should be set at a rate which allows the contractor to install all measures to meet federal, state, county and local standards and specifications regardless of the techniques or methods used. A warranty must be provided on materials and labor for a period of eighteen (18) months from the date of the agency's acceptance of the work (the work has passed inspection).

Other materials may be substituted on a case-by-case basis with the Agency's prior written approval.

All prices submitted by awardees of this RFP will be averaged. Contractors submitting RFPs must agree to averaging prices. All weatherization measures not specified on the Material/Labor Unit Price Lists may be negotiated with the contractor on a job-by-job basis (e.g., time and materials) or prices may be requested through a supplemental bid solicited from several qualified firms. Agency reserves the right to delete any such measure if the price is deemed to be inappropriate or unreasonable.

## **2. CONTRACTOR PERFORMANCE**

The Agency expects contractors to complete jobs in a timely, professional manner including all necessary paperwork. Any contract that results from this RFP will include criteria by which contractors may be evaluated. This information may be used by the Agency to determine whether it issues further jobs under the contract, whether to extend the contract, to identify training/technical assistance needs, to terminate the contract, to seek liquidated damages, and for other program-related uses.

## **3. OVERSIGHT AND MANAGEMENT**

Oversight and Management of the Agreement will be exercised by the Agency's Energy Programs Manager.

## **4. SELECTION COMMITTEE**

The Selection Committee will be chaired by the Energy Programs Manager and include the following staff members of the Agency:

- Energy Programs Manager
- Compliance Coordinator
- President

## **5. CONTRACTOR PROCUREMENT PROCESS**

### **Key Dates**

- Formal Advertising Period June 30, 2025
- Request for Proposals Issued June 30, 2025
- Inquiries due to EightCAP for questions/clarifications July 3, 2025
- Modifications to Request for Proposals, if applicable July 3, 2025

- Proposals due and opened July 10, 2025 (4:00pm EST)
- Proposal Evaluation/Selection July 17, 2025
- Agreement(s) Signed July 30, 2025

The Agency reserves the right to proceed under a modified version of this schedule.

### **Availability of Contractor Application/Quotation Proposal Packet**

Proposal packets shall be made available to any interested party at the EightCAP, Inc. Weatherization Assistance Program office, 3251 S. Derby Rd, Sidney, MI 48885, or online at [www.8cap.org](http://www.8cap.org). A packet can also be obtained by calling EightCAP at (616) 328 2032

Solicitation Notices, at a minimum, will be posted at the EightCAP, Inc. Weatherization Office, on the EightCAP, Inc. website ([www.8cap.org](http://www.8cap.org)), and Michigan Community Action’s website ([www.mcaaa.org](http://www.mcaaa.org)).

### **Acceptable Methods of Proposal(s) Submission**

One copy of the completed Application/Proposal shall be submitted to:

Devin Cavendish, Energy Programs Manager  
 EightCAP, Inc.  
 3251 S. Derby Rd  
 Sidney, MI 48885

Proposals shall be accepted until **4:00 p.m. EST, on Thursday, July 10, 2025.** Proposals shall be accepted in person, by courier service, or the US Mail. Faxed proposals will not be considered. Postmarks will NOT be accepted. 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 will be returned to the Offeror without consideration.

### **Inquiries Regarding Procurement Process**

All inquiries concerning this Request for Proposals must be submitted in writing by the “Written inquiries due to EightCAP for questions/clarifications” deadline in “Key Dates” above, and addressed to:

Energy Programs Manager  
 EightCAP, Inc.  
 3251 S. Derby Rd  
 Sidney, MI 48885  
[Devinc@8cap.org](mailto:Devinc@8cap.org)

During the procurement process, any prospective Offeror shall contact only the individual named above.

Only written communications shall be binding on the RFP.

## **RFP Modifications**

The Agency shall prepare written modification(s) to this RFP if needed. All modifications to this RFP shall be prepared by Agency and formally issued to all holders on record of RFP documents and posted on its website, [www.8cap.org](http://www.8cap.org) . Addenda shall be issued no later than the date specified in the schedule. Written addenda shall serve to amend the RFP documents accordingly.

Proposals may be judged nonresponsive and removed from further consideration if they are received after the Proposal Deadline as noted above, or are incomplete.

## **6. NUMBER OF CONTRACTS TO BE AWARDED**

The Agency prefers to award contracts to two contractors for each county that will perform mechanical contractor work in each of the counties within the Agency's WAP service area. If different contractors are awarded contracts in each county, then a separate roster will be maintained for each county. Offerors only need to submit one proposal even if they are submitting a proposal to accept jobs in multiple counties (so long as the Offeror is proposing the same services and prices for each county). However, if the Offeror is proposing different prices or services for different counties, then it needs to submit multiple price sheets.

## **7. SELECTION CONSIDERATIONS**

The Bid and Selection Process shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Solicitation notices will be posted on the EightCAP, Inc. website, and MCA website. The Contractor Application/RFP packet shall be sent to all applicable contractors listed with Agency as having expressed interest.

Contractors must comply and perform all work in accordance with the State of Michigan and DOE rules, regulations, and policies related to the WAP.

Failure to meet and/or provide the Agency with any one of the following will result in the contractor's proposal being disqualified. Failure to provide the Agency with proof of the respondent's qualifications will also be grounds for disqualification.

Any firm that is debarred, suspended, or otherwise excluded or ineligible for participation in Federal Assistance Programs or activities is not eligible to participate in the WAP and will be disqualified.

## **Minimum Qualifications (mandatory)**

- A. General liability insurance in the minimum amount of \$2,000,000. Contractors shall name EightCAP, Inc., its directors, agents, employees, and volunteers as “additional insured” parties to address application and equipment damage that occurs during agreement or service operations.
- B. Worker’s compensation insurance.
- C. Proof of Michigan Mechanical Contractor’s license as issued by Licensing and Regulatory Affairs (LARA)
- D. Signed “Acknowledgement of Dignity of Low-Income Clients and Non-Solicitation Agreement”
- E. Contractor must furnish all tools and equipment necessary to complete jobs under the WAP. Contractor must have vehicle(s) sufficient for the transport of tools, equipment, and personnel to job sites.
- F. Approved Contractors shall be notified in writing. Rejected applicants shall be notified in writing that they were not selected.

## **8. REQUIRED COMPONENTS OF OFFEROR APPLICATION PACKET**

- A. The following documents must be submitted by each Offeror in response to the RFP. Failure to provide any of the following may result in their proposal being judged as nonresponsive.
  - 1) Completed EightCAP, Inc., Weatherization Mechanical Contractor Application Form including Certification Regarding Debarment, Suspension and other Responsibility Matters (Attachment A)
  - 2) EightCAP, Inc. Weatherization Mechanical Contractor Price Proposal Form (Attachment B) – All proposed prices must include installation of measures according to industry and program standards and include labor, delivery, material, permits, job site cleanup, overhead and all other costs. Prices reflect all costs associated with the delivery and installation.
  - 3) EightCAP, Inc. Appeal Process (Offeror shall return a signed and dated copy to acknowledge receipt.) (Attachment D)
  - 4) Acknowledgement of Dignity of Low-Income Clients and Non-solicitation Agreement (Attachment E)
- B. The following supporting documentation must also be submitted as part of each Offeror’s submittal:

- 1) Minimum of two letters of professional business references related to applicant's professionalism (i.e. materials supplier, mechanical contractor, etc.) **dated within the last 12 months;**
- 2) Minimum of two letters of client references related to quality of work and reliability **dated within the last 12 months;**
- 3) Description of applicant company policies regarding employee conduct on job sites;
- 4) Information regarding capacity to perform work and meet reporting requirements under the WAP including:
  - size of business, number of employees;
  - legal ownership (i.e. sole proprietorship, LLC, corporation, etc.);
  - educational background of Contractor-applicant (principle applicant, employees and other relevant persons); and
  - other information the offeror wishes to submit as evidence of its capacity.
- 5) Small Businesses, Minority-Owned Firms, Women's Business Enterprises, and Labor Surplus Area Firms:

Efforts will be made by the Agency to utilize small businesses, minority-owned firms, women's business enterprises, and Labor Surplus Area Firms.
- 6) An indication of number of Weatherization jobs, contractor-applicant is willing to accept and feels capable of completing per month.

## **9. SCOPE OF WORK**

Contractor shall furnish all supervision, travel, technical personnel, labor, machinery, tools, equipment, material, and services; and perform all work required in accordance with the minimum standards of the Weatherization Assistance Program as set forth by U.S. Department of Energy ("DOE") and the State of Michigan - Bureau of Community Action and Economic Opportunity ("BCAEO"); these standards may change from time to time, but contractors are required to comply with any changes as they become effective, even if during the term of the contract.

The property(ies) to be contracted for will be included in the Inspection Orders, issued by the Agency as the property(ies) is (are) determined eligible for service. No work shall begin until the Agency issues a written Work Order, to the Contractor. The Proceed Order will identify the property(ies) that was (were) inspected. All jobs must be completed and returned to Agency within 45 days of being issued. Time is of the essence in this contract. Contractor agrees to install said items in a good and workmanlike manner at such times and such places as designated by the Agency.

## **10. TYPE OF AGREEMENT**

This agreement will be on a cost reimbursement or fixed price basis depending upon the material and/or service being purchased. There will be an initial two-year agreement period with the option to extend it for one year.

## **11. INVOICE REQUIREMENTS FOR SELECTED CONTRACTORS**

- A. All private contractor invoices are required to contain the Agency-assigned job number and itemized labor/material costs for each job.
- B. The Agency will use the invoice and the Work Order pages to verify actual work completed prior to payment to the subcontractor.
- C. Agency-generated Work Orders shall be signed and dated by the subcontractor/crew/foreman or designee.

## **12. 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 that are not responsive to a specific requirement shall not be considered as part of the proposal response package.

## **13. 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.

## **14. BACKGROUND CHECKS FOR CONTRACTORS AND THEIR PERSONNEL**

Contractors and each of their employees or subcontractors with intent to work on a WAP job or have access to the Agency's client data must submit to a criminal background check, in accordance with the *EightCAP, Inc. Criminal History Background Checks Policy for Contractors and Contractor Employees*. Such checks, including any components thereof, will be conducted by the Agency using truthful and complete information provided by the contractor and its employees. The contract will also require that any conviction of a felony or serious misdemeanor subsequent to the criminal background check must be disclosed to the Agency; this disclosure is mandatory. The Agency will make a determination as to whether the contractor or any of its individual employees are, or are not, allowed to work on jobs that are awarded under the WAP contract; the Agency has final and complete authority to make this determination in order to ensure the integrity of the program and failure to disclose or disallow an employee will result in disqualification of contractor and may be considered a material breach of the entire contract that results in damages (or other remedies to be determined at the sole discretion of the Agency).

Contractor agrees to submit all required information to the Agency for the purpose of conducting background checks on each of its employees prior to that individual being assigned to work on any aspect of any job that is awarded under the contract, including having access to or handling client information or entering the Agency's clients' homes to perform work related to the WAP.

#### **15. LIQUIDATED DAMAGES FOR CERTAIN BREACHES OF CONTRACT**

A contractor may be in breach of contract for many reasons including, but not limited to, (1) failure to install a measure identified by the Agency, (2) using inadequate, substandard, or used material or supplies to complete a measure identified by the Agency, or (3) the installation quality of measures that fail inspection of the Agency ("Unacceptable Measures"). This is not an exhaustive list of what constitutes a breach of contract; any violation or infraction of the contract whether by neglect, intentional refusal, resistance, or inaction, in whole or in part, constitutes a breach. If any of these events occur, the remedy shall be liquidated damages, not as a penalty, but as a means of recouping a reasonable amount in relation to the injury suffered by the Agency. The Agency also reserves the right to withhold payment indefinitely to the contractor that performed the Unacceptable Measure.

TIME IS OF THE ESSENCE with any contract issued by Agency for the Weatherization Assistance Program. If a contractor does not complete a job within the specified time period the remedy shall be liquidated damages, not as a penalty, but as a means of recouping a reasonable amount in relation to the injury suffered by the Agency.

#### **16. APPARENT OR ACTUAL CONFLICTS BETWEEN RFP AND CONTRACT**

If there is any apparent or actual conflict between this RFP and any contract that is entered into, the language in the contract shall supersede and control. For a SAMPLE contract, contact the Energy Programs Manager (see page 3). The contract is subject to change prior to it being executed pending the results of negotiations between the Agency, preferred qualified firms, and input from the State of Michigan.

#### **17. SELECTION PROCEDURE**

- A. All application/proposals received by the Agency shall be time-stamped upon receipt and shall remain sealed until the determined time for the Bid/Proposals Opening.
- B. The application/proposals shall be opened in the presence of two (2) witnesses. The name of each contractor-applicant shall be recorded. Prices will not be read. Bid/Proposals are not subject to public inspection.
- C. The application/proposals shall be reviewed for completeness and referred to the Selection Committee.

**18. SELECTION CRITERIA**

The Selection Committee shall evaluate and select Mechanical contractors for hire on the following point system.

CRITERION	POINTS POSSIBLE
Pricing	40
Capacity for completion of accurate work within allotted time frames (i.e. number of employees, appropriate equipment/tools, vehicles for transport)	20
Experience relevant to HVAC repair/installation	20
Maintenance of required licenses, certifications, and insurances	5
Business references related to professionalism	5
Client references related to quality of work and reliability	5
Small Business, Minority-Owned Business, Women’s Business Enterprise, or a Labor Surplus Area Firm	5
<b>TOTAL POSSIBLE POINTS</b>	100

The Agency may, at its discretion, request additional information from contractor-applicant(s) to clarify and/or modify application/proposal.

In-person interviews may be used to allocate 1-75 points to determine contractor-applicant’s qualifications as best suited for addition to the approved sub-contractor list based on the following point system.

Applicant’s relevant field experience .....	25
Applicant’s understanding of Weatherization/Energy conservation-related repair practices .....	25
Ability to accurately collect information and identify health & safety related concerns, per Agency, DOE, and MDHHS regulations .....	25

**19. PREFERENCES**

Efforts will be made by the Agency to utilize small businesses, minority-owned business firms, women’s business enterprises, or a Labor Surplus Area Firm.

An Offeror qualifies as a small business firm if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.201).

**20. FINAL ESTABLISHMENT OF PRICING AND EXECUTION OF CONTRACT**

Agency will compare all submitted proposals from selected contractor/applicants for itemized measures and prepare a list of acceptable costs based on the overall average of proposals submitted.

Selected contractor/applicants will have an opportunity to accept or decline said pricing prior to signing the Contract.

## **21. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- 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.

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.

## **22. PROPOSALS' EVALUATION AND AWARD(S) PROCESS**

All proposals submitted shall be evaluated in accordance with EightCAP, Inc. criteria. The Agency will evaluate this RFP and determine the best offer(s). Proposals must meet all the mandatory criteria in order for the proposals to be evaluated. Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by the Agency without further discussion.

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

## **23. MISCELLANEOUS**

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

Submission of a signed proposal(s) is acknowledgment and acceptance of all terms and conditions of the solicitation. The Agency reserves the right to reject all proposals. Offeror agrees to be bound by the contents of its proposal for 90 days or until a contract is entered into with the Agency, whichever is later.

# **ATTACHMENT A**

**EightCAP, Inc.  
Weatherization Assistance Program**

**MECHANICAL CONTRACTOR  
APPLICATION**

Including

**Certification Regarding Debarment, Suspension and  
Other Responsibility Matters**

# CONTRACTOR APPLICATION

Name of Contractor/Applicant: \_\_\_\_\_

Company/Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

State of MI License (LARA) #: \_\_\_\_\_ Expires: \_\_\_\_\_

Employer Tax ID# \_\_\_\_\_

Are you registered with a Minority/Women's Business Enterprise Program or  
Labor Surplus Area:       Yes     No

Company Legal Configuration (i.e. sole proprietorship, partnership, LLC, corporation,  
etc.): \_\_\_\_\_

Company Principal Officer: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

What is the smallest value job you have done?    \$ \_\_\_\_\_

What is the largest value job you have done?    \$ \_\_\_\_\_

Type of Residential work performed over the last two (2) years:

- |   |  |
|---|--|
| <input type="checkbox"/> New Construction     | <input type="checkbox"/> Home Remodeling |
| <input type="checkbox"/> Home Repair/Retrofit | <input type="checkbox"/> Weatherization  |

**Counties contractor would be willing to accept jobs in (check all that apply):**

- Gratiot     Ionia     Isabella     Montcalm

Applicant's Education: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any relevant Training or Certifications (attach proof of same): \_\_\_\_\_

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Describe Experience in Weatherization or Energy-Related repairs: (attach extra sheets if needed): \_\_\_\_\_

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List Work for any Rehab Programs/Municipalities/etc.: \_\_\_\_\_

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Describe company/business management/office staff: (i.e. number of employees, office staff, data entry capabilities, etc.): \_\_\_\_\_

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Describe company/business construction crews/staff: (i.e. number of employees, crew managers, subcontractors, etc.): \_\_\_\_\_

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Describe company/business equipment/tools relevant to residential inspections:

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Number and type of company vehicles: \_\_\_\_\_

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List of specialty Equipment/Tools: (i.e. gas detectors, pressure gauges, and cast testing equipment, etc.): \_\_\_\_\_

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Describe (or attach copy of) company/business policies regarding employee conduct on job sites: \_\_\_\_\_

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How many jobs are you willing and able to accept per month?: \_\_\_\_\_

List two (2) major suppliers from whom you purchase most of your materials/supplies:

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List two (2) financial institutions with which you have established credit:

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Additional Comments: \_\_\_\_\_

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**REQUIRED ATTACHMENTS:**

1. Proof of Michigan Department of Licensing and Regulations Affairs (LARA) License required for your trade
2. Proof of General Liability Insurance (min. \$2,000,000.00 coverage)

3. Proof of Worker's Compensation Insurance (or statement showing proof of exemption)
4. Minimum of two (2) letters of business reference related to professionalism
5. Minimum of two (2) letters of client references related to quality of work and reliability
6. Minority/Women Owned Business Certification (if applicable)
7. Proof of any special certifications/training as listed in application
  
8. W-9

By submitting my application/proposal for the EightCAP, Inc. Weatherization Assistance Program, I hereby exhibit my willingness to adhere to State of Michigan Weatherization Assistance Program Standards as set forth in the Technical Weatherization Policies in addition to EightCAP, Inc. Weatherization Assistance Program policies and procedures.

I also hereby certify all information contained in this application is true and accurate to the best of my knowledge and that any falsification of information provided shall result in rejection of my application.

Further, I certify that I have authority to make this proposal on behalf of my organization including any prices being offered herein, and that I have not participated in, and shall not participate in, any action contrary to the requirements of this document.

Further, I affirm that I, nor anyone employed by the Offeror, have not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an EightCAP, Inc. member in connection with the submitted quotations. Failure to sign the proposal, or signing it with a false statement, shall void the submitted quotations or any resulting agreements, and the Offeror shall be removed from all supplier/contractor lists.

I also hereby certify all information contained in this application is true and accurate to the best of my knowledge, and that any falsification of information provided shall result in rejection of my application.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Full Name Printed: \_\_\_\_\_

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY  
MATTERS  
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 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 Attached Instruction)**

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_

Full Name (printed)

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

# **ATTACHMENT B**

**EightCAP, Inc.  
Weatherization Assistance Program**

**Mechanical Contractor  
Price Proposal Form**

Name: \_\_\_\_\_

**EightCAP, Inc.**  
**Weatherization Assistance Program**  
**Mechanical Contractor Price Proposal Form**

Weatherization Measure: FURNACES	Manufacturer	Model Number	Material Cost	Labor Cost	Total Cost For Measure
59K and below BTUH input 95% AFUE or greater					
60K-79K BTUH input 95% AFUE or greater					
80K-99K BTUH input 95% AFUE or greater					
100K-120K BTUH input 95% AFUE or greater					
Weatherization Measure: MOBILE FURNACES	Manufacturer	Model Number	Material Cost	Labor Cost	Total Cost For Measure
95% mobile home furnace 45Kbtu					
95% mobile home furnace 60Kbtu					
95% mobile home furnace 72Kbtu					
If unit has central air, remove and recover Freon					
LP conversion for furnaces (does not apply to HUD furnaces)					
Weatherization Measure: LINERS	Manufacturer	Model Number	Material Cost	Labor Cost	Total Cost For Measure
Decommission Gas Unvented Space Heater; Cap Line					
3"X35' Chimney Liner, Method 1					
4"X25' Chimney Liner, Method 1					
4"X35' Chimney Liner, Method 1					
3"X25' Chimney Liner, Method 2					
3"X35' Chimney Liner, Method 2					
4"X25' Chimney Liner, Method 2					
4"X35' Chimney Liner, Method 2					

<b>Weatherization Measure: PROGRAMMABLE TSTATS</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
Installed during another repair					
Installed as only repair					
<b>Weatherization Measure: FURNACE TUNE-UP</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
LP or Natural Gas					
Fuel Oil					
<b>Weatherization Measure: MISCELLANEOUS</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
Whole house fan 100 cfm/timer					
Condensate Pump					
Coil Cabinet					
Additional 3/4" PVC Drain/ft					
Additional 2" PVC Drain/ft					
Additional 3" PVC Drain/ft					
<b>Weatherization Measure: WATER HEATERS</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
Gas Tank Atmospheric 40 Gallon					
Gas Tank Atmospheric 50 Gallon					
Gas Tank Power-vent 40 Gallon					
Gas Tank Power-vent 50 Gallon					
HUD Gas Direct Vent 30 Gallon					
HUD Gas Direct Vent 40 Gallon					
Electric Tank 40 Gallon					
Electric Tank 50 Gallon					
HUD Electric 40 Gallon					

<b>Weatherization Measure: MISCELLANEOUS REPAIRS</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
Per Hour					
Central Air Installation					
<b>Weatherization Measure: DUCTWORK</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
New Ductwork (supply) p/ft					
New Ductwork (return) p/ft					
Ductwork (repair) p/ft					
<b>Weatherization Measure: HEAT PUMP</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
Condenser Unit					
Head Unit					
Wall Head					
Line Sets					
Wired Wall Mount Controllers					
Electrician (if required)					
<b>Weatherization Measure: BOILER</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Material Cost</b>	<b>Labor Cost</b>	<b>Total Cost For Measure</b>
High Efficiency Boiler					
Trip Charge					
Mechanical Permit Fee					
Plumbing Permit Fee					

Business Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Proposal should be prepared using information supplied in attached Mechanical Contractor Guidelines and Specifications (Attachment C).**

# **ATTACHMENT C**

EightCAP, Inc.  
Weatherization Assistance Program

## **Mechanical Contractor Guidelines and Specifications**

# **EightCAP, Inc.**

## **Weatherization Assistance Program**

### **Mechanical Standards and Definitions**

- A Preliminary Health & Safety Inspection of home shall be conducted.
  - All gas lines will be examined for leaks.
  
- Furnace/heating appliances will be inspected:
  - CO levels
  - Efficiency levels
  - Data plate information
  - Flue gas analysis
  - Venting
  - Normal Operating Conditions
  - Ductwork
  
- Programmable Thermostat (materials supplied by Agency)
  - Installed based on client's needs & equipment specifications
  
- Domestic Water Heater
  - Data Label information
  - Health & safety inspection
    - Clearances
    - Gas Leaks
    - Water Leaks
    - Shut off and Pressure valves
    - Water temperature
  
- Additional details on the Technical Weatherization Policies are available for download.
  - TWP link as follows

[http://www.michigan.gov/documents/dhs/Technical\\_Weatherization\\_Policies\\_Manual\\_215832\\_7.pdf](http://www.michigan.gov/documents/dhs/Technical_Weatherization_Policies_Manual_215832_7.pdf)

EightCAP, Inc. Licensed Mechanical inspection staff will specify sizes of equipment through the use of an audit program powered by Manual "J". EightCAP will specify the size of furnaces to be installed depending on the type of weatherization measures being performed.

# **ATTACHMENT D**

EightCAP, Inc.

## **APPEAL PROCESS**

**APPEAL POLICY**

**1. Purpose**

The purpose of the EightCAP, Inc. Appeal Policy (“Policy”) is to establish a process that provides the opportunity to appeal any of the following decisions made by EightCAP staff members regarding contracts or services that are funded through the State of Michigan – Department of Health and Human Services – Bureau of Community Action and Economic Opportunity (“BCAEO”):

- A. An application for a low-income service if there has been a partial or complete denial of assistance and if all of the following provisions have been satisfied:
  - 1) The services denied are specific, tangible benefits for which BCAEO provides funding.
  - 2) Funds are currently available.
  - 3) The grantee has authority to provide or disburse funds.
  - 4) The applicant has completed a formal, written application for such services.
  - 5) The applicant falls within the program guidelines or believes that he or she can prove that he or she falls within the program guidelines.
- B. A service provider's contract that has been suspended, terminated, or not renewed.
- C. A contractor's or potential contractor's application or proposal to provide services that has been denied.
- D. The Agency has determined that a Weatherization Assistance Program job must be deferred.
- E. An administrative action that limits, or imposes requirements on, the contractor or service provider.

**2. Appeal Procedure**

- A. Within 20 days of an action listed in Section 1, parts A-E above, EightCAP shall provide the affected party with a written notice. The written notice shall include:
  - 1) Information or criteria on which EightCAP’s action was based and a statement that such information/criteria is available for review by affected parties.
  - 2) All appeals shall be requested on the “Appeal Request Form” (see Attachment A), to be completed and returned to EightCAP by the affected party or parties within 10 days of the written notice being provided by the Agency. The form must be thoroughly completed.

- 3) The person making the appeal must be the affected party.
- 4) The affected party making the appeal may provide documentation to supplement the information that he or she provides on the "Appeal Request Form."

B. Upon the receipt of an "Appeal Request Form," an administrative review of the facts and circumstances surrounding the denial shall be conducted by the President of EightCAP, Inc. or his/her designee. This review will be completed within 10 days of receiving the completed "Appeal Request Form."

C. If it is determined that a meeting of the Appeals Committee is necessary in order for a final determination on the appeal, then:

- 1) The Appeals Committee of the EightCAP, Inc. Governing Board shall meet to make a determination on the appeal. The decision will be made within 30 days of EightCAP, Inc. having received a completed "Appeal Request Form."
- 2) Notice of the Appeals Committee meeting at which their appeal will be considered shall be sent to the affected party or parties. This notice shall indicate:
  - a) The time, date, and location of the meeting.
  - b) That the appellant may appear in person or through a designated representative to appeal EightCAP's denial.
- 3) A record of the meeting, including relevant facts, shall be maintained and a determination shall be rendered, in writing, by the Appeals Committee.
- 4) The decision rendered by the Appeals Committee shall be final at the Agency level.
- 5) Written notice of the decision shall be provided, in writing, to the affected party or parties within 30 days of the appeal filing date. This notice shall include a statement that appellants may appeal the decision to the BCAEO within 10 days of the written notice and that BCAEO shall review and act on the appeal pursuant to the provisions of its Administrative Rule No. R400.19201(5).

### **3. Denial of a Request for Appeal Hearing**

A request for an appeal hearing may be denied if the appellant fails to comply with the appeal procedures required by this Policy or due to lack of standing by the appellant.

**APPEAL REQUEST FORM**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

County: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Denial, Termination of Contract, or Other Applicable EightCAP, Inc. Action: \_\_\_\_\_

Benefit/Service/Contract Denied: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Statement of Applicant's reasons for appeal (use back of sheet if necessary; attach additional information and documentation as appropriate): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant's Signature: \_\_\_\_\_

**OFFICE USE ONLY**

Date of Administrative Review: \_\_\_\_\_

Reviewer's Name and Title: \_\_\_\_\_

Denial Upheld

Denial Overturned

Date of Appeals Committee Hearing (if applicable): \_\_\_\_\_

### **Bylaws and Appeals Committee**

The Bylaws and Appeals Committee meets as needed to review bylaws and recommend changes to either the organization's practices or its bylaws. This Committee may also hear appeals from individuals who are denied services or contracts from the organization and decide whether corrective action is needed.

<b>Representation</b>	<b>Members</b>
Public Sector Representative	Jennifer Cook Rondy
Private Sector Representative	Doug McFadden
Consumer Representative	Rebecca Terry
Alternate	Jim Moreno

# **ATTACHMENT E**

## **Acknowledgement of Dignity of Low-Income Clients**

**and**

## **Non-solicitation Agreement**

# Acknowledgement of Dignity of Low-Income Clients and Non-solicitation Agreement

On behalf of \_\_\_\_\_(insert firm/individual name), I do affirm my (our) understanding that the households being served by the EightCAP, Inc. Weatherization Assistance Program have qualified for the program, in part, because of their status as “low-income”, and that the individuals receiving services and their property are to be treated with dignity and respect.

Further, if a contract is awarded to \_\_\_\_\_(insert firm/individual’s name), it is understood that solicitations for any Weatherization Assistant Program—qualified measures on the clients’ homes are strictly prohibited until the time the Weatherization Assistance Program has completed work on the residence, the file is closed out, and written clearance has been requested and received by the CONTRACTOR.

Reports to EightCAP of a breach of any of the provisions outlined herein are grounds for action up to and including rescission of any contracts awarded to the CONTRACTOR.

\_\_\_\_\_ (signature of authorized official)

\_\_\_\_\_ (date)

\_\_\_\_\_ (printed name)

\_\_\_\_\_ (witness)