



**NOTICE
CAPITAL AREA COMMUNITY SERVICES, INC
REQUEST FOR PROPOSAL
FOR ROOFING**

April 21, 2021

Capital Area Community Services, Inc. (CACS) is seeking a qualified roofing contractor for roofing installation of a portion of a building (approximately 29,500 square feet) located at located at 1301 Rensen Street, Lansing, Michigan.

Sealed Response Requirements: Interested contractors should mail one (1) unbound original and two (2) copies of their Proposal documents to the following address:

Capital Area Community Services, Inc.
Request for Proposal – Warehouse Roof
Executive Director
1301 Rensen Street
Lansing, MI 48910

Sealed Responses must be received no later than Monday, May 17 2021 @ 4:00 PM. EST. **Late responses will not be accepted.**

Thank you very much for your interest.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Miguel Rodriguez', is written over the typed name.

Miguel Rodriguez
Executive Director

CAPITAL AREA COMMUNITY SERVICES, INC
REQUEST FOR PROPOSAL
FOR ROOFING

Section I – Information Regarding Proposal

MAJOR OBJECTIVE

Capital Area Community Services (CACS) is seeking to hire a qualified contractor for roofing installation of a portion of a building (approximately 29,500 sq.) located at 1301 Rensen Street, Lansing, Michigan. This is needed to mitigate the leaking of the roof and prevent interior damage to the building and storage contents.

GENERAL INFORMATION

Issuing Office: Capital Area Community Services office, located at 1301 Rensen Street, Lansing, Michigan 48910 is the issuing office and is the sole point of contact for clarifications regarding the RFP process and RFP technical specifications in this RFP.

Interested contractors shall make arrangements to inspect the roof by contacting Paxton Rusch (517) 294-5560 Email: prusch@cacswx.org

Questions and correspondence regarding the RFP shall be directed to:

Miguel Rodriguez
Executive Director
Capital Area Community Services, Inc.
1301 Rensen Street
Lansing, MI 48910
Phone # 517-482-6281 Ext. 102
Fax # 517-482-7747
Email: miguel@cacsmi.org

Procurement Schedule Key Dates

Description	Time	Date
Release of Request for Proposal		Wednesday 4/21/2021
Last day for written questions (CONTRACTOR)	12:00 PM EST	Tuesday 5/11/2021
Last day to respond to questions	4:00 PM EST	Tuesday 5/11/2021
RFP Documents are due not later than	4:00 PM EST	Monday 5/17/2021
Estimated Date for Evaluation Committee Approval		5/21/2021

GENERAL PROVISIONS SUMMARY

Capital Area Community Services reserves the right to reject any and all Proposals received as a result of this RFP.

1. **Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by CACS Executive Director prior to the closing date. The withdrawal of a Proposal will not prejudice the right of a Contractor to submit a new Proposal.
2. **Requests for Clarification and Requests for Change:** Contractors may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 4:00 PM local time on the date indicated on the Procurement Schedule Key Dates, at CACS offices or email address as listed in the contact information section of the RFP. Request for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this is to permit CACS to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident, or which unjustifiably restrict competition.

Capital Area Community Services will consider all requested changes and, if appropriate, amend the RFP. CACS will provide reasonable notice of its decision to all Contractors and on CACS website.

No oral or written instructions or information concerning this RFP from CACS employees, board members, or agents to prospective Contractors shall bind CACS unless included in the Addendum to the RFP.

3. **Addenda:** If any part of this RFP is amended, addendum will be provided on the website <https://www.cacs-inc.org>. It will be the responsibility of potential Contractors to refer daily to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposal (RFP).
4. **Post-Selection Review:** CACS will name the apparent successful Contractor in a "Notice of Intent to Award" letter. Identification of the apparent successful Contractor is procedural only and creates no right in the named Contractor to award of the contract. Competing Contractors will be notified in writing of the selection of the apparent successful Contractor(s).
5. **Acceptance of Contractual Requirements:** Failure of the selected Contractor to execute a contract and deliver required insurance certificates within thirty (30) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of CACS.
6. **Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made part of a file or record which will be open to public inspection.

7. **Investigation of References:** CACS reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Contractor with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and works and any other factor relevant to this RFP. CACS may postpone the award or the execution of the contract after the announcement of the apparent successful Contractor in order to complete its investigation.
8. **RFP Proposal Preparation Costs and Other Costs:** Contractor costs of developing the Proposal, cost of attendance at an interview (if requested by CACS) or any other costs are entirely the responsibility of the Contractor, and will not be reimbursed by CACS.
9. **Clarification and Clarity:** CACS reserves the right to seek clarification for each Proposal, or to make an award without further discussion of the Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.
10. **Right to Reject Proposals:** CACS reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by CACS.
11. **Cancellation:** CACS reserves the right to cancel or postpone this RFP at any time or to award no contract.
12. **Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of 60 calendar days following the closing date. CACS may require an extension of this firm offer period. Contractors will be required to agree to the longer time frame in order to be further considered in the procurement process.
13. **Oral Presentations:** At CACS's sole option, Contractors may be required to give an oral presentation of their Proposals to CACS, a process which would provide an opportunity for the Contractor to clarify or elaborate on the Proposal but will in no material way change Contractor's original Proposal. If CACS Board requests presentations, CACS will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Contractor and will not be reimbursed by CACS. Note: Oral presentations are at the discretion of CACS Board and may not be conducted; therefore, written Proposals should be complete.
14. **Usage:** It is the intention of CACS to utilize the services of the successful Contractor(s) to provide services as outlined in Exhibit A Scope of Work.
15. **Sample Contract:** Submission of a Proposal in response to this RFP indicates Contractor's willingness to enter into a contract containing substantially the same terms listed in Exhibit B - CACS Warehouse Roof Contract for Services attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised to CACS Executive Director.

16. **Review for Responsiveness:** Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to CACS Board. CACS reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Contractor's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.
17. **Rejections and Withdrawals:** CACS reserves the right to reject any or all Proposals or to withdraw any item from the award.
18. **RFP Incorporated into Contract:** This RFP will become part of the Contract between CACS and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit B CACS Warehouse Roof Contract for Services.
19. **Communication Blackout Period:** Except as called for in this RFP, Contractors may not communicate with members of CACS Board about the RFP until the apparent successful Contractor is selected, and all protests, if any, have been restored.
20. **Prohibition on Commissions:** CACS will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participations by brokers or commissioned agents will not be allowed during the proposal process.
21. **Ownership of Proposals:** All proposals in response to this RFP are the sole property of CACS, and are subject to provisions of Michigan Compiled Laws regarding record transparency and retention.
22. **Clerical Errors in Awards:** CACS reserves the right to correct inaccurate awards resulting from its clerical errors.
23. **Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or CACS Sample Contract.
24. **Collusion:** By responding, the Contractor states that the proposal is not made in connection with any competing Contractor submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Contractor also certifies that no officer, agent, or employee of CACS has a pecuniary interest in this proposal.
25. **Evaluation Committee:** Proposals will be evaluated by CACS Evaluation Committee. CACS reserves the right to modify the Evaluation Committee make-up in its sole discretion. CACS's recommendation will be voted upon for final approval.

26. **Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, a contract has been fully executed, and a Notice to Proceed has been issued by CACS.
27. **Best and Final Offer:** CACS may request best and final offers from those Contractors determined by CACS to be reasonably viable for contract award. However, CACS reserves the right to award a contract on the basis of the initial proposal received. Therefore, each proposal should contain the Contractor's best terms from a price and technical standpoint. Following evaluation of the best and final offers, CACS may select for final contract negotiation/execution the offers that are most advantageous to CACS, considering cost and evaluation criteria in this RFP.

TERM OF CONTRACT

The contract is expected to begin on or about May 21, 2021, and extend to August 20, 2021. CACS intends to reserve the right upon 30 days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

Sealed Responses must be mailed to Capital Area Community Services, Inc. All responses must be received by CACS by 4:00 PM, Monday, May 17, 2021. All contractors submitting responses must mail one (1) unbound original and two (2) copies of their RFP package or hand deliver to the CACS office at 1301 Rensen Street, Lansing, MI.

ALL RESPONSES TO THE RFP SHALL BE ADDRESSED AS FOLLOWS:

**Capital Area Community Services, Inc.
Request for Proposal – Warehouse Roof
Executive Director
1301 Rensen Street
Lansing, MI 48910**

The envelope/package shall also have stated thereon, the name and address of the submitting firm.

Responses to the RFP will not be accepted after Monday, May 17, 2021 @ 4:00 PM. All responses received after said time and date will be time-stamped and returned unopened to the submitter.

CACS WILL NOT ACCEPT RFP RESPONSES SUBMITTED BY FAX OR EMAIL.

SCOPE OF WORK

WAREHOUSE - FLAT ROOF – APPROXIMATELY 29,500 sq. ft.

The successful Contractor will:

- Remove and replace all materials to restore all portions of the flat roof to weatherproof and code-compliant condition.
- Flash all roof penetrations in general compliance with manufacturer's recommendations and local building code;
- Clean up and properly dispose of all roofing related debris;
- Provide a warranty on materials and labor that meets or exceeds life expectancy of roof quoted.
- Ensure steps are taken to remove moisture from direct contact with old roofing or exposed roofing layers before complete installation occurs, and provide protection from condensation build up; and
- Indicate expected length of time to begin and complete project
- Complete and file of all appropriate permits.
- Comply with all local, state, and federal safety laws
- Comply with any and all appropriate federal, state, and local labor and wage laws.

The work will take place at 1301 Rensen Street, located within the City of Lansing, Ingham County, Michigan.

Section II - Information Required from Contractors

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Requirements to Request for Proposal

The Proposal submission will include the following documents:

1. Attachment A - Contractor Application Form
2. Attachment B - Contractor Certification Form Regarding Debarment & Suspension
3. Attachment E - Signature Page
4. Copy of current license(s)
5. Copy of proofs of insurance
6. Exhibit A Scope of Work/Contractor Proposal

All contractors submitting responses must mail one (1) unbound original and two (2) copies of their RFP package.

For your convenience, a checklist of the above requirements is included as Attachment D. A copy of CACS' Warehouse Roof Contract for Services is also included as Exhibit B.

All forms must be completely filled out and any forms requiring signatures must be signed. Failure to complete the forms in their entirety could result in a contractor being disqualified.

The format for the Proposal specified in each of the Attached Forms must be used. All information provided in response to this RFP is subject to verification.

Misleading and/or inaccurate information shall be grounds for disqualification at any stage in the procurement process.

Submission of a signed proposal(s) is acknowledgment and acceptance of all terms and conditions of the solicitation. CACS reserves the right to reject all responses submitted by contractors.

Integrity of Response to RFP

By signing the documents contained in this RFP, a contractor affirms that s/he has not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a CACS staff person or board member in connection with the submitted Proposal. Failure to sign the required Proposal documents, or signing it with a false statement, shall void the submitted response or any resulting agreement(s), and the Contractor shall be removed from CACS' approved Roster.

Proposal Applicability

Contractors submitting responses to the RFP must substantially conform to the terms, conditions, specifications and other requirements found within the text of the Request for Proposal. All previous agreements or other documents, which have been executed between the Contractor and CACS are not applicable to this Request for Proposal or any resultant agreement.

Point of Contact

Questions and correspondence regarding the RFP shall be directed to:

Miguel Rodriguez
Executive Director
Capital Area Community Services, Inc.
1301 Rensen Street
Lansing, MI 48910
Phone # 517-482-6281 Ext. 102
Fax # 517-482-7747
Email: miguel@cacsmi.org

All questions regarding this Request for Proposal shall be submitted via email to no later than **12:00 PM EST, Tuesday, May 11, 2021.** Answers to all questions will be sent to interested contractors **no later than 4:00 PM EST Tuesday, May 11, 2021.**

FAILURE TO RETURN ALL SIGNED DOCUMENTS MAY RESULT IN A RESPONSE BEING DETERMINED AS NON RESPONSIVE

CONTRACTOR(S) shall direct all inquiries to the above mentioned name and not contact directly any other CACS department regarding any matter related to the Request for Proposal. If you do, you risk disqualification of any RFP Response you submit.

Each contractor shall have examined the entire contents of this Request for Proposal and shall be responsible for having acquired full knowledge of the work, the frequency, its requirements, and all issues/problems affecting it. No variations or allowances in compensation will be made because of lack of such examination.

Minimum Bidders Proposal

All bidders should have the following minimum experience:

A. Minimum of 3 years in business as a roofing contractor

Licenses

The contractor or company submitting the Request for Proposal shall hold and provide a copy of a current Residential Builder or Residential Maintenance & Alteration Contractors license with the State of Michigan. Copies of all licenses must be submitted upon renewal.

Preferences

Preference will be given to each of the following:

- Minority Firms
- Women Business Enterprises
- Veteran Owned Firms

Insurance

The contractor shall provide to CACS as part of its Request for Proposal, proof of the following insurances:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS AND COVERAGE</u>
1. <u>Workers Compensation</u>	Statutory requirements for the State of Michigan
2. <u>Employer’s Liability</u>	
3. \$500,000 Each Accident	\$500,000 Each Employee by Disease \$500,000 Aggregate Disease
4. <u>Commercial General Liability</u>	\$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations
<u>Deductible Maximum</u> (Shall be maintained for a period of two years following the acceptance of the completed work under this contract.)	\$50,000 Each Occurrence
5. <u>Automobile Insurance</u>	\$1,000,000 Per Occurrence

At the time a contract is awarded, the company/contractor(s) must provide CACS with certificates of insurance that designates CACS, its officers, employees and agents as additional insured.

It will be the responsibility of the contractor to provide CACS with updates to the above insurances within 14 days of them being renewed.

Debarment and Suspension

The contractor shall be required to submit in writing, at the time of submittal of the RFP documents, to CACS, disclosure of whether the contractor, or its principals, is or is not debarred, suspended or proposed for debarment by the State of Michigan or Federal Government (See Attachment B)

Economy of Presentation

All responses 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 included in the Proposal response package.

Costs for Preparation of Proposal

No payments shall be made to cover costs incurred by any contractor in the preparation or submission of their response to the RFP, nor any other associated costs.

RFP Modifications

CACS shall prepare written modification(s) if needed. All modifications to this RFP shall be prepared by CACS and formally issued to all holders on record of RFP documents. Addenda shall be issued not later than the date specified in the schedule. Written addenda shall serve to amend the RFP documents accordingly.

Certifications

Each person signing the RFP documents certifies either that:

1. He or she is the person in the Contractor's organization responsible for the decisions necessary to complete all required documents, and that he or she has not participated in, and shall not participate in, any action contrary to the requirements of this RFP.
2. He or she is not the person in the Contractor's organization responsible for the decisions necessary to complete all required documents contained in the RFP, but that he or she has been authorized to act as an agent for the persons responsible for such decisions. Furthermore, those persons have not participated in, and shall not participate in, any action contrary to the requirements of this RFP.

Any statements made in the submitted Proposal documents, and any clarifications to the Proposal shall be signed by an officer of the Roofing Contractor firm or a designated agent empowered to bind the firm in an agreement.

RFP Evaluation and Award(s)

All RFP Responses submitted shall be evaluated in accordance with the CACS criteria shown below. The maximum points for each category are indicated.

Maximum Points

Selection Criteria

40 points - Bid price

15 points - Average Life Expectancy for Type of Roof Quoted

15 points - Length of Warranty Materials and/or Labor

10 points - Contractor is Licensed, Bonded & Meets Minimum Insurance Coverage Requirements

10 points - Expected Length to Begin and Complete Project

10 points - General Reputation of Company Reviews/Recommendations from Recent Customer List (Provided by Bidder)

10 points - Length of Time in Business for Company

10 points - Prior Experience Working with Non-Profits or other Service Agencies (References)

10 points - Business is a Minority Firm, Women Business Enterprise and/or Veteran Owned

5 points - Prevailing Wage Utilized in Bid

135 Points – Total Points for Evaluation Purposes

Miscellaneous

Capital Area Community Services, Inc. (CACCS) reserves the right to accept or reject any part of any of the Proposal documents, and to accept or reject any or all contractors submitting Proposal documents without penalty. CACCS reserves the right to waive minor deficiencies and informalities if, in the judgment of CACCS, the best interests of CACCS shall be served.

I. CONTRACT FOR SERVICES

A CACCS Warehouse Roof Contract for Services is included as part of this Request for Proposal. See Exhibit B.

II. PROPOSAL EVALUATIONS

Capital Area Community Services, Inc. (CACCS) will evaluate the responses to this RFP. CACCS will determine the Contractors with the best Proposal. Contractors submitting responses to this RFP must meet all the mandatory criteria in order for the Proposal to be evaluated. Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by CACCS without further discussion. CACCS will use the responses to the RFP to determine which roofing Contractor will be awarded a contract.

PROTEST PROCEDURES

Capital Area Community Services, Inc. (CACCS) reserves the right to accept or reject any part of any of the Proposal documents, and to accept or reject any or all contractors submitting Proposal documents without penalty. CACCS reserves the right to waive minor deficiencies and informalities if, in the judgment of CACCS, the best interests of CACCS shall be served.

In the event that a Contractor wishes to appeal the result of the selection process, the following protest procedure will be followed:

A Protest Committee will handle all protests regarding Roofing Contractor solicitations for Capital Area Community Services (CACCS) and will be composed of the CACCS Executive Director, Associate Director for Head Start, Board Chairperson and Finance Committee Chairperson.

The Protest procedures which will be followed are indicated below:

1. All responses to the Roofing Request for Proposal (RFP) package will be reviewed by CACCS' Evaluation Committee.
2. Each contractor which has submitted a response to CACCS' Request for Proposal will receive either a letter of acceptance or denial letter.
3. Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest within ten (10) business days after the notice of denial being sent.

4. All protests must be submitted by certified or registered or overnight delivery (with proof of delivery) to the following address:

Capital Area Community Services, Inc.
Miguel Rodriguez Executive Director
Notice of Protest
101 E. Willow
Lansing, MI 48906

5. **All formal protests must be in writing.** Protests shall contain the following information:
 - The title of the solicitation document under which the protest is submitted
 - Contact information for the party protesting including the name, address, telephone number, fax number and E-mail address.
 - A statement stating this is a protest letter
 - A detailed statement of the grounds for the protest.
 - A specific request for a ruling by the Protest Committee and a statement of the relief requested.
6. If the information mentioned above is not furnished, CACS may refuse to consider the protest.
7. CACS, at its discretion, may make a decision regarding the protest without requesting further information or documents from the Protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest, but which could have been raised at that time, CACS will not consider such new grounds or new evidence.
8. Within ten (10) business days of receipt of a timely and proper formal written protest, the Executive Director of CACS or his designee will arrange a meeting of the Protest Committee.

The purpose of the Protest Committee will be to:

- A. Review the basis of the protest
 - B. Evaluate the facts and merits of the bid protest and
 - C. If possible, reach a resolution of protest that is acceptable to the affected party
9. Within twenty (20) business days of receipt of the protest, the Protest Committee will reach a decision and submit, in writing, to the Protestor their decision.
 10. In the event the matter being protested is not resolved, the Protestor may re-file a protest within seven (7) business days of being notified of the decision by the Protest Committee. The procedures for re-filing the protest will be the same as the original protest.

11. When the re-filed protest is received, the recommended award, the details of the protest and the Protest Committee's decision will be presented to the CACS Board of Directors Executive Committee within ten (10) business days of receiving the re-filed protest. The Board of Directors Executive Committee will make the final decision on the protest and the protestor will be notified 10 business days after the Board of Directors Executive Committee's decision.

Stay of Procurement During Protests

Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest a contract award. In the event of a timely and proper protest following the above Protest Procedures, CACS shall not proceed further with the award until the protest is resolved or the Board of Director's Executive Committee has made their final recommendation. However, if in the opinion of the Executive Director of CACS, the award must be made without further delay in order to protect the public interest, he may do so.

Capital Area Community Services, Inc.
Weatherization Assistance Program
Contractor's Application Form

Contents of Contractor Application Form

Part I	Organization Information and Affidavit
Part II	Essential Requirements for Proposal
Part III	General Information
Part IV	Organizational Structure
Part V	Licenses
Part VI	Preferences
Part VII	Previous History with Non-Profits or Other Service Agencies
Part VIII	References

1. GENERAL INSTRUCTIONS AND INFORMATION

A. GENERAL INFORMATION

A current Residential Builder or Residential Maintenance & Alteration Contractors License is required to submit a response to this RFP.

Completion of the Contractor Application Form is required.

Proposal by CACS shall remain valid until a contract is awarded or until responding firms are notified in writing by CACS in the unexpected event that no contracts are awarded. It is mandatory that all Contractors who intend to submit, fully complete the Contractor Application Form. No contract will be issued to a contractor that has failed to comply with these requirements.

Answers to all questions contained in the attached Contractor Application Form are required. CACS will use these documents as the basis of rating Contractors. CACS reserves the right to check other sources available. CACS's decision will be based on objective evaluation criteria.

CACS reserves the right to adjust, increase, limit, suspend or rescind the Proposal rating based on subsequently learned information. Contractors whose rating changes sufficiently to disqualify them will be notified, and given an opportunity for a hearing.

While it is the intent of the Contractor's Application Form and other required documents to assist CACS in determining which contractor will be awarded a contract. Neither the fact of Proposal, nor any Proposal rating, will preclude CACS from considering and/or determining whether a Contractor has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness to be awarded a contract.

B. Data Required

All portions of the Contractor's Application Form, Parts I through VIII should be completed, with additional information attached if the space provided does not suffice. Failure to include the information called for may result in disqualification. It is essential that the job experience of the Contractor be demonstrated, as such experience is considered heavily in establishing qualifications.

NOTE: The Response to the RFP (Contractors Application Form and Other Required Documents) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. To the extent that state law requires that the names of contractors applying for qualification status be public record subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated in Part I, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify CACS and provide updated, accurate information in writing, under penalty of perjury.

PART I. ORGANIZATION INFORMATION AND AFFIDAVIT

The following documents, Contractor Application Form, Parts I through VIII, are to be filed with CACS by the firm requesting to be qualified as a Contractor in response to the Roofing Request for Proposal (RFP).

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Proprietor

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

AFFIDAVIT

I, the undersigned, certify and declare that I have read all the foregoing answers to this Contractor Application Form questionnaire and know their contents. The matters stated in the questionnaire answers are true to the best of my own knowledge and belief. I therefore declare under penalty of perjury under the laws of the State of Michigan that the foregoing is correct.

Dated: _____ Signature: _____

(Printed Name and Title)

PART II. ESSENTIAL REQUIREMENTS FOR PROPOSAL

Contractor will immediately be disqualified if the answer to any of questions 1 through 5 if “no”.

Contractor will immediately be disqualified if the answer to any of questions 6 through 9 is “yes”.

1. Contractor possesses a valid and current Michigan Residential Builder or Residential Maintenance & Alteration Contractors License..

Yes No

2. Contractor maintains commercial general liability insurance with a minimal limit of at least \$1,000,000 each occurrence; \$1,000,000 personal & advertising injury limit, \$2,000,000 general aggregate limit; \$2,000,000 products/completed operations.

Yes No

3. Contractor has current workers' compensation insurance policy as required by the Labor Code or legally self-insured pursuant to Labor Code

Yes No

4. Contractor maintains business automobile liability insurance with a policy limit of at least \$1,000,000 per occurrence.

Yes No

5. Contractor is willing to obtain a contractor surety bond if awarded the contract from this RFP.

Yes No

6. Has your contractor's license been revoked at any time in the last five (5) years?

Yes No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner with the last five (5) years?

Yes No

8. At the time of submitting this Contractor Application Form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract?

Yes No

If the answer is “Yes”, state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

Part III. GENERAL INFORMATION

Date: _____

Name of Firm: _____

Name of Contractor: _____

Address of Firm: _____

Phone #(s): _____
Office Fax Cell

Email: _____

Tax ID: _____ SSN: _____

Office Hours? _____ Do you work Saturdays? _____ Sundays? _____

Part IV. ORGANIZATION TYPE: Please check one

_____ Corporation _____ Partnership _____ Sole Proprietorship

For Firms that are Corporations:

1a. Date incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) and officer of the corporation (president, vice president, secretary and treasurer) or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years w/ Co.	% Ownership

For Firms that are Partnerships:

1a. Date of Formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years w/ Co.	% Ownership

For Firms that are Sole Proprietorships:

1a. Date of commencement of business: _____

1b. Social security number of company owner: _____

2. State your firm’s gross revenues for each of the last three calendar years:

3. How many years has your organization been in business in Michigan as a contractor under your present business name and license number? _____ years

4. Is your firm currently the debtor in a bankruptcy case?

Yes No

If “yes”, please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

5. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 4, above)

If “yes”, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

6. How many employees does your firm have? _____

Please provide the following information for all employees you plan to have working on the CACS roofing project:

Employee Name	Years employed by your Firm	Years working in the Roofing Field
1.		
2.		
3.		
4.		
5.		
6.		

V. Licenses

Please indicate what type of License(s) you hold. NOTE: Copies of current licenses must be submitted as part of your response to the RFP.

	License Number	Expiration Date
Residential Builders License		
Residential Maintenance & Alteration License		

5. Has your firm changed names or license numbers(s) in the past five years?

Yes No

If "Yes", explain on a separate signed page, including the reason for the change.

VI. Preferences

	Yes	No
Are you a Minority-Owned company?		
Women Business Enterprise owned company?		
Veteran Owned Firm?		

VII. Previous History with Non-Profits or Other Service Agency Programs

		Yes	No
Have you ever performed services for a Non-Profit or Other Service Agency Program before?			
If yes, Where?		What year(s)?	

VIII. References:

Please Provide a Bank Reference:		Please Provide your Insurance Co. Info:	
Name		Name	
Address		Address	
City/State		City/State	
Phone		Phone	

Please Provide your Insurance Co. Info:	
Name	
Address	
City/State	
Phone	

Three Business References	Contact Phone	Type of Work/Association

Residential or Commercial Job References:

Please provide the following information for three (3) residential or commercial jobs:

1. Name of Customer/Client: _____

Address of Job: _____

Phone Numbers: Home _____ Cell _____

Scope of Work Performed: _____

Total Value of Work Performed:\$ _____

2. Name of Customer/Client: _____
Address of Job: _____
Phone Numbers: Home _____ Cell _____
Scope of Work Performed: _____

Total Value of Work Performed: \$ _____

3. Name of Customer/Client: _____
Address of Job: _____
Phone Numbers: Home _____ Cell _____
Scope of Work Performed: _____

Total Value of Work Performed: \$ _____

CONTRACTOR**CONTRACTOR'S NAME:** _____

**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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any of the offense enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction"; "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the DOL, without modification, in all lower tier covered transactions and all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the agency may terminate this transaction for cause or default.

Signature Page

I have reviewed the requirements in Exhibit B, CACS Warehouse Roof Contract for Services and agree that these provisions will be met.

Bidder Initials _____

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City State Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address
_____ Residential Builder or Maintenance & Alterations License #	

I certify that the above statements are true and correct, and they may be verified by CACS at its discretion. I also understand that my signature signifies that I am aware of the fact that the above information and any additional related information will be considered in determining whether I will be eligible or ineligible to perform any work related to the contract that exists between CACS and the bidder.

The above individual is authorized to sign on behalf of company submitting the Response to the Request for Proposal.

Checklist for Submission of RFP Package

The following information is required as part of your RFP package being submitted.

Mistakes or omissions may result in the rejection of your bid.

- 1. Are all documents completed fully and signed?
- 2. Attachment A – Contractor Application Form
- 3. Attachment B – Contractor Certification Form Regarding Debarment & Suspension
- 4. Attachment C – Signature Page
- 5. Copy of Current License(s)
- 8. Copy of Proofs of Insurance
- 9. Exhibit A – Scope of Work/Contractor Proposal (attach company proposal to Exhibit A)

- Is the envelope containing your RFP properly addressed?

- Did you submit an unbound original and two (2) copies of your RFP?

SCOPE OF WORK/CONTRACTOR PROPOSAL

WAREHOUSE - FLAT ROOF – APPROXIMATELY 29,500 sq. ft.

Scope of Work

The successful Contractor will:

- Remove and replace all materials to restore all portions of the flat roof to weatherproof and code-compliant condition.
- Flash all roof penetrations in general compliance with manufacturer's recommendations and local building code;
- Clean up and properly dispose of all roofing related debris;
- Provide a warranty on materials and labor that meets or exceeds life expectancy of roof quoted.
- Ensure steps are taken to remove moisture from direct contact with old roofing or exposed roofing layers before complete installation occurs, and provide protection from condensation build up; and
- Indicate expected length of time to begin and complete project
- Complete and file of all appropriate permits.
- Comply with all local, state, and federal safety laws
- Comply with any and all appropriate federal, state, and local labor and wage laws.

The work will take place at 1301 Rensen Street, located within the City of Lansing, Ingham County, Michigan.

Contractor Proposal

Attach company bid proposal that includes, at a minimum, provisions listed in the above Scope of Work.

**CAPITAL AREA COMMUNITY SERVICES
WAREHOUSE ROOF CONTRACT FOR SERVICES**

THIS CONTRACT, made and entered into this ____ day of _____, A.D.,
20____, by and between CAPITAL AREA COMMUNITY SERVICES, INC. (hereinafter referred to
as "CACCS") and _____

_____ ,

- _____ A profit corporation
- _____ A non-profit corporation
- _____ A partnership
- _____ Doing business as _____
- _____ A private individual

(Check Appropriate Title)

whose business address is _____
_____ (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, CACCS desires to engage the Contractor to install a roof over a portion of the
building located at 1301 Rensen Street, Lansing, Michigan

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained,
IT IS HEREBY AGREED as follows:

I. CONTRACT PURPOSE

It is expressly understood and agreed by the parties hereto that the purpose of this
Contract is to perform roofing installation at 1301 Rensen Street, Lansing, Michigan.

CONTRACT TERM

I. The term of this Contract shall be for the period commencing on the ____ day Of _____, A.D., 20__ and terminating on the ____ day of _____, A.D., 20__.

II. STIPULATIONS

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

- A. The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act (18USC 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- B. All Contracts in excess of \$2,000 for construction, alteration, and/or repair and in excess of \$2,500 for other Contracts shall comply with the applicable provisions of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Dept. of Labor Regulations (29 CFR, Part 5) in the employment of mechanics or laborers. Section 103 of the Act states that the Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and a standard workweek of forty (40) hours, and work in excess of such standard workday or workweek is permissible provided that the worker is compensated at a rate not less than one and one-half (1-1/2) times the basic rate of pay, for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in the workweek, as the case may be. Section 107 of the Act provides that no laborer or mechanic involved in construction, alteration and/or repair work shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.
- C. The Agency, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for a period of three years after the termination of this Contract.

- D. For contracts and subcontracts in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. In all contracts, the contractor shall recognize and follow all standards and policies relating to energy efficiency which may be contained in the State of Michigan's Conservation Plan issued in compliance with the Energy Policy Conservation Act (P.L. 94-163).

III. SERVICES TO BE PROVIDED BY CONTRACTOR

- A. The Contractor shall furnish all supervision, personnel, materials, tools and equipment necessary to perform the services required by this Contract. All work performed by the Contractor shall be done in a professional manner and to the satisfaction of CACS.
- B. The Contractor shall be responsible for the security of all materials, and shall bear full risk of loss in the event they are lost, stolen, damaged or destroyed.

IV. TIME PERIOD

- A. The Contractor shall commence performance within thirty (30) working days after receipt of a Notice to Proceed from CACS.
- B. The Contractor shall complete all work specified in a Notice to Proceed within **ninety (90)** working days of its receipt of the Notice to Proceed. In the event the Contractor cannot complete all required work within the required time period, it shall advise CACS, in writing, of the reasons for the delay in completion and the additional time required to complete the required work. CACS, at its option, may grant the Contractor an extension to the time in which the Contractor shall complete required work. Extensions shall be valid only if made in writing and signed by the CACS Executive Director or other designated person.

V. COMPENSATION AND WORK INSPECTION

- A. CACS shall pay the Contractor for all services performed under this Contract upon completion of the work that passed inspection.
- B. Notwithstanding any other provision of this contract to the contrary, the Contractor hereby acknowledges that this Contract is contingent upon CACS' availability of funds from various funding sources.
- C. Upon completion of all work to be performed pursuant to a Notice to Proceed, the Contractor shall submit to CACS a detailed invoice. It is expressly understood and agreed by the parties hereto that CACS' payment of any sum invoiced shall not be deemed to be a waiver of the Contractor's duty to correct faulty or defective work.

VI. WARRANTIES

- A. The Contractor warrants to CACS that all work performed under this Contract will be good quality, free from faults and defects, after final acceptance of the work by CACS' authorized representatives, and in conformance with this Contract. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty is not limited by the provisions of this Contract requiring correction of defective work.
- B. If, during the warranty period, any of the Contractor's work is found to be defective, the Contractor, at no charge to CACS, shall correct such defect(s) within **ten (10) business days** and arrange for re-inspection after receipt of a written notice from CACS to do so. This obligation shall survive termination of this Contract.

VII. SETTLEMENT OF DISPUTES

Should any dispute arise in respect to work performed by the Contractor or should any dispute arise in respect to the true value of the extra work or of the work omitted, or of improper workmanship, or of any loss sustained by the Owner of the property on which the Contractor performed work for CACS', and if the manner of its estimation is not otherwise provided for in the Contract, the same shall be determined as follows:

A Policy Advisory Committee (PAC) created by CACS's Board of Directors, shall hear the dispute and recommend terms for settlement to an arbitration panel. The arbitration panel shall be composed of three persons: One representative appointed by the PAC, and one representative appointed by the Contractor, and one by the first two representatives. The decision of the arbitration panel shall be final.

VIII. CLEANING UP

The Contractor shall at all times keep work sites and surrounding area free from accumulation of waste material or rubbish caused by its operations. At the completion of its work, the Contractor shall remove all its waste material and rubbish from and about the work site, as well as its tools, equipment, machinery and surplus materials.

If the Contractor fails to clean up at the completion of its work, CACS may do so and the cost thereof shall be charged to the Contractor.

IX. PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services it renders under this contract.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All its and CACS employees at the work sites and all other persons who may be affected hereby;
 - 2. All its subcontractors' work and all materials to be incorporated therein, whether in storage or off the work sites, under the care, custody or control of the Contractor or its subcontractors;
 - 3. Other property at the work sites or adjacent thereto, including all interior and exterior furnishing of the work site's, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of its work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- E. The Contractor shall promptly remedy all injury, damage or loss to any property caused in whole or in part by the Contractor, or its employees. The foregoing obligations of the Contractor are in addition to its obligations under section XVIII of this Contract.

X. LICENSING AND PERMITS

- A. The Contractor shall furnish to CACS a copy of its Michigan Residential Builder or Residential Maintenance & Alteration License as required by State Law for services to be provided under this Contract prior to the signing of this Contract.
- B. In addition to the foregoing licensing requirements, the Contractor shall procure, at its own expense, all necessary licensing and permits required by law to perform the work released to it under this Contract, and to arrange, on Contractor's own time and expense, any other miscellaneous charges that might be necessary to perform the work required under this Contract. Where permits are required, the Contractor shall provide CACS with a copy of the application for permit prior to the Contractor receiving compensation for said work and a copy of the actual permit must be submitted to CACS once it has been received by the Contractor.

XI. COMPLIANCE WITH THE LAW, APPLICABLE LAW AND VENUE

- A. In performing the services to be conducted under this Contract, the Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations.
- B. The Contractor shall comply with all applicable codes including the Michigan Mechanical Code and the Michigan Residential Code.
- C. All work to be done by the Contractor under this Contract, which by their nature are governed by the Michigan Occupational Safety and Health Act, 1974 P.A. 154 (hereinafter referred to as "OSHA"), as amended, and regulations promulgated pursuant thereto, shall conform to said Act and/or regulations, or other applicable Federal, State and Local laws, ordinances and regulations, the Contractor shall take such steps as necessary to comply, at no additional cost to CACS.
- D. The Contractor shall adhere to all Federal, State and Local laws, ordinances, rules and regulations prohibiting discrimination in regards to employees and applicants for employment, which include, but are not limited to the following:
 - 1. The Elliott-Larsen Civil Rights Act, 1976 PA 453.
 - 2. The Michigan Handicappers Civil Rights Act, 1976 PA 220
 - 3. Section 504 of the Federal Rehabilitation Act of 1974, P.L. 93-112 Stat 394, and rules promulgated thereunder.

The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms or conditions because of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

Breach of this subsection shall be regarded as a material breach of this Contract, and in the event the Contractor is found not to be in compliance with this subsection, CACS may terminate this Contract effective as of the date of delivery of written notification to the Contractor.

In addition to the foregoing, the Contractor shall also comply with the assurances attached hereto. Said assurances are incorporated by reference into this Contract and made a part hereof.

E. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND THEIR RESPONSIBILITY MATTERS

1. The Contractor certifies that they and their principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 - b. Have not within a three-year period preceding this Contract been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in 28 CFR 67, et sec.
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause and default.
2. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.
3. The Contractor shall promptly notify the Agency of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractors, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.

4. All notices shall be provided in writing to the Agency within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. However, the Contractor shall disclose if any terms of such settlement would impede the Contractor's performance of this Contract. The Contractor may rely on similar good faith certifications of its subcontractors, which certification shall be available for inspection at the option of the Agency.
5. The contractor certifies to the best of its knowledge that within the past three years, the Contractor has not:
 - a. Failed to substantially perform an Agency contract or subcontract according to its terms, conditions, and specifications within specified time limits.
 - b. Refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance.
 - c. Failed to respond to requests for information regarding contract compliance, or accumulated repeated substantiated complaints regarding performance of a contract.
 - d. Failed to perform an Agency contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

XII. MINIMUM WAGE

The Contractor shall pay its employees for work performed under the contract an hourly wage rate of not less than the rate authorized by the Michigan Minimum Wage Law of 1964, as amended, MCL 408.381, et seq.

XIII. ADVERTISING

The Contractor shall not use the name of CACS or any of its funding sources in any of its advertisements, business forms or brochures.

XIV. INDEPENDENT CONTRACTOR

- A. It is expressly understood and agreed that the Contractor is an independent Contractor. The employees, servants, agents and assigns of the Contractor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agent of CACS and shall not be entitled to any fringe benefits of CACS, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, longevity, unemployment compensation or workers' compensation. The Contractor shall be responsible for paying all salaries, wages and other compensation which may be due its employees or agents for performing services under this Contract and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and Local governments.
- B. The Contractor, as an independent Contractor, shall be solely responsible for the performance, general direction, supervision and efficient business administration of its services and obligations under this Contract.

XV. CONFLICT OF INTEREST

CACS' employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors. The Contractor shall notify CACS if they or any person holding key or other positions within their company have any relationship to or with CACS personnel that would be considered a conflict of interest. By signing this Contract, the contractor is stating that no such relationship exists.

XVI. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall, at its own expense, protect, defend, indemnify and save harmless CACS, and their officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor or its employees, agents or servants that may arise out of Contract.

The Contractor's indemnification responsibilities set forth in this section shall

not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this contract.

XVII. INSURANCE

- A. The contractor shall be responsible for insuring all its tools and equipment and all materials which it has received from CACS under this Contract. CACS shall not be responsible for any loss or damage to materials or the Contractor's tools and equipment.
- B. The Contractor shall procure, pay the premium on, keep and maintain during the term of this Contract, liability insurance coverage with limits of not less than the following:

COMMERCIAL GENERAL LIABILITY INSURANCE

Minimal Limits:

\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations
\$50,000 Each Occurrence Deductible Maximum

AUTOMOBILE LIABILITY INSURANCE

Minimal Limits:

\$1,000,000 Per Occurrence
Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract.

WORKER'S COMPENSATION INSURANCE

Statutory requirements for the State of Michigan

- C. The Contractor, prior to commencing any work under this Contract, shall provide CACS with certificates of insurance showing the acquisition of each insurance coverage required above. The certificates of insurance shall contain a provision that the coverage afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to CACS. Upon receipt of such notice, CACS may terminate this Contract effective immediately upon delivery of notice of termination to the Contractor.

- D. As relates to all work to be performed by and obligations of the Contractor under this Agreement the Contractor shall add Capital Area Community Services, Inc., its directors, officers and employees as Additional Insured on the Contractor's General Liability Insurance Coverage required under this Agreement.
- E. The Contractor shall maintain such other insurances as it deems appropriate for its own protection.

XVIII. WAIVERS

No failure or delay on the part of either of the parties to this Contract in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right.

XIX. AMENDMENTS

Modifications, amendments or waivers of any provision of this Contract may be made only by the written mutual consent of the parties hereto.

XX. ASSIGNMENT OR SUBCONTRACTING

The Contractor shall not assign, subcontract or otherwise transfer any of its duties and/or obligations under this Contract. Failure to comply with this section shall constitute a material breach of this Contract and shall be grounds for CACS to terminate this Contract effective as of the date of delivery of written notification of termination to the Contractor.

XXI. DISREGARDING TITLES

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

XXII. COMPLETENESS OF CONTRACT

This Contract and all additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

It is expressly understood and agreed by the parties hereto that no representations have been made by either party that this Contract will be extended or renewed beyond the termination date set forth in this section.

XXIII. CONTRACT TERMINATION OR SUSPENSION

Notwithstanding any other provision in this Contract to the contrary, this Contract may be terminated or suspended as follows:

B. TEMPORARY SUSPENSION OF CONTRACTOR
(FORCE MAJEURE)

1. If, at any time during the term of this Contract, CACS determines that the services to be provided by the Contractor cannot be continued as required by this Contract due to an act of God, strike or other disaster, CACS may, at its discretion, upon two (2) days written notice to the Contractor, suspend this Contract indefinitely, until the interference due to the above-mentioned act of God, disaster, or other danger has passed, at which time, CACS upon two (2) days written notice to the Contractor may reinstate the Contract and which shall remain in effect until the end of the term set forth in section II.
2. During the term of suspension, CACS and Contractor shall retain and hold available any and all funds and materials approved for application to this Contract, which shall be held in readiness for the reinstatement of this Contract and Contractor's performance thereunder.

C. TERMINATION OR SUSPENSION (FOR CAUSE)

1. If through any cause the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or in the event of violation of any of the covenants contained herein, CACS shall thereupon have the right to terminate this Contract by giving written notice, in the form of a certified letter, to the Contractor specifying the reason for its decision and effective date of termination or suspension. In such event all records, unused materials, and such amounts as may have been expended contrary to the terms of this Contract shall be turned over to CACS.
Notwithstanding the above, the Contractor shall not be relieved of liability to the CACS by virtue of any breach of this contract by the Contractor and CACS may withhold any payments hereunder until such time as the exact amount of reimbursement due CACS from the Contractor is determined.

D. TERMINATION (FOR CONVENIENCE)

CACS or Contractor may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

- E. This Contract shall terminate effective immediately if the Contractor's name appears on the register compiled by The State of Michigan pursuant to 1980 PA 278 which lists employers who have been found in contempt of court by a Federal Court of Appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158.

- E. In addition to the grounds and procedure for termination or suspension of this Contract set forth in this section, this Contract may also be terminated pursuant to provision therefore set forth in sections II; IV; XIV-D; and XIX-C; and XXI.

- F. It is expressly understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Contract which extend beyond the Contract's termination date shall survive said termination and remain in full force and effect for the time period set for said obligations.

XXIV. SEVERABILITY AND INTENT

Should any part of this Contract be declared to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Contract, which will continue in full force and effect.

This Contract is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

XXV. CERTIFICATION

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Contract has been authorized by said parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

IN THE PRESENCE OF;

CAPITAL AREA COMMUNITY SERVICES, INC.

Date By _____
Miguel Rodriguez
Executive Director

Date By _____

CONTRACTOR _____

Date By _____
Signature

Name

Title

Date By _____
Signature

Name

Title

APPROVED AS TO FORM:
COHL, SALSTROM, STOKER & ASELTINE, P.C. by Robert D. Townsend

CAPITAL AREA COMMUNITY SERVICES, INC.
ASSURANCES

1. NAME OF PARTICIPATING CONTRACTORS; 2. AGREEMENT NUMBER

3. ASSURANCES APPLY TO: Capital Area Community Services' 4. Effective Dates:
And all applicable funding sources.

In connection with the performance of work under this agreement, the Participating Contractor agrees as follows.

The Participating Contractor will not discriminate against any employee, applicant for employment or applicant for services provided by these funds because of race, religion, color, national origin, sex, political affiliation, age, physical or mental characteristics or other categories or groups protected by the law. The Participating Contractor will take affirmative action to insure that applicants receive services, that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age, political affiliation, physical or mental characteristics or other categories or groups protected by the law. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. See section 4 A of Act No 344, Public Acts 1965; Section 4 A of Act No. 349, Public Acts 1955; and Section 504 of U.S. Act No. 220 of 1973.

The Participating Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Participating Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, characteristics, or other categories or groups protected by the law.

The Participating Contractor or his collective bargaining representative will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Participating Contractors commitments under this section.

The Participating Contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts 1955, as amended, which may be in effect prior to the taking of bids for any individual State project.

The Participating Contractor will furnish and file compliance reports within such time and upon such forms provided by the Michigan Civil Rights Commission. These forms may also elicit such information as the practices, policies, program and employment statistics of C.A.C.S. Assurance, each subcontract to its books, records

and accounts by the Michigan Civil Rights Commission, and/or its agent, for the purposes of investigation to ascertain compliance with this contract and with rules, regulations and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a Participating Contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the Contract found to be violated, and/or declare the Participating Contractor ineligible for future contracts with the State and its political and civil subdivision, departments, and officers, and including the governing board of institutions of higher education, until the Participating Contractor complies with said order of the Civil Rights commission. Notice of said declaration of future ineligibility may be given to any or all of the person with whom the Participating Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Right commission, in which cancellation of an existing contract is a possibility, the Contract Agency shall be notified of such possible remedy and shall be given the option of the Civil Rights commission to participate in such proceedings.

The Participating Contractor and any Delegate Agencies shall not maintain any information about any individual in a manner which would violate the provisions of the Privacy Act of 1974, P.L. 93-579, 5US.C. 552a(c:) (3), section 3(c) (3).

The Participating Contractor will include, or incorporate by reference the provisions of the foregoing paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations or order of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

The applicant hereby certifies that the statements made in the application are correct to the best of its knowledge and belief, and that the person whose signature appears below is the authorized representative of the applicant.

Legal Name of Participating Contractor	Name and Title of Responsible Officer (Type or Print)
Date	Signature of Responsible Officer