

REQUEST FOR PROPOSALS
MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
MEDC BUILDING ROOF REPLACEMENT RFP
RFP-CASE-321046

REMINDER

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals. In addition, please submit an electronic version of each of the following:

- Technical Proposal (Section II-A);
- Price Proposal (Section II-B);
- Signed Independent Price Determination Certificate (Attachment B); and
- Conflicts of Interest Disclosure (if applicable) (Section II-G).

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: “*RFP-CASE-321046 Technical Proposal*” and “*RFP-CASE-321046 Pricing Proposal*” with *Company Name*, and “*message 1 of 3*” as appropriate if the bid consists of multiple emails.

The Michigan Economic Development Corporation (the “MEDC”) will not respond to telephone inquiries, or visitation by Bidders or their representatives. Bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.

Contract Services
Michigan Economic Development Corporation
300 North Washington Square, 3rd Floor
Lansing, Michigan 48913
contractsandgrants@michigan.org

IMPORTANT DUE DATES

- **May 12, 2021, at 10:00 a.m.:** A mandatory Pre-Bid meeting will be held at 300 North Washington Square, Lansing, Michigan 48913. Please note: The MEDC will not respond to questions at this meeting. Questions must be submitted via email by the date/time listed below. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.

****If inclement weather occurs, a make-up date for the Pre-Bid meeting is set for May 14, 2021 at 10:00 a.m. Please check the MEDC website if the make-up Pre-Bid meeting is being utilized.**

- **May 19, 2021, at 3:00 p.m.:** Questions from potential Bidders are due via email to contractsandgrants@michigan.org. Please note: The MEDC will not respond to questions that are not received by the above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.
- **May 24, 2021, by close of business:** Responses to all qualifying questions will be posted on the MEDC’s website, www.michiganbusiness.org/321046.
- **June 1, 2021, at 3:00 p.m.:** Electronic versions sent separately of each of your Technical Proposal and Price Proposal due to the MEDC via email to contractsandgrants@michigan.org. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

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REQUEST FOR PROPOSAL
MEDC BUILDING ROOF REPLACEMENT RFP
RFP-CASE-321046

This Request for Proposals (the “RFP”) is issued by the Michigan Economic Development Corporation (the “MEDC”), Contract Services unit (the “CS”). CS is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. CS is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the “Contract”). CS will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The MEDC will not respond to telephone inquiries, or visitation by Bidders or their representatives. Bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

Contract Services
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
contractsandgrants@michigan.org

**SECTION I
STATEMENT OF WORK**

A) PURPOSE

MEDC is seeking a contractor to replace the roofing system on its headquarters building located at 300 N Washington Sq, Lansing, MI 48913 with a new white, reflective roofing system.

B) BACKGROUND STATEMENT AND OBJECTIVES

Background:

The roof at the Michigan Economic Development Corp. headquarters consists of approximately 230 squares of EPDM roofing. The roof membrane is original to building renovation in 2000; a portion was installed over an existing roofing system, and part on new corrugated steel decking system. Results of roofing investigation performed 3/19/21 including roof conditions are attached.

Objectives:

The MEDC seeks proposals to replace the existing roofing system with a new 60-mil single-ply white, reflective TPO membrane roofing system. Specifications for new roofing system are attached.

C) QUALIFICATIONS

- Contractor must be an experienced commercial roofing contracting company.
- Contractor must be insured.
- Contractor must meet the Factory Mutual standard for all work completed.
- Provide at least three references for recent jobs of similar scope and size.
- See additional qualifications listed in attached specifications Attachment C.

D) DELIVERABLES

See specifications in Attachment C.

SECTION II PROPOSAL FORMAT

To be considered, each Bidder must submit a COMPLETE proposal in response to this RFP using the format specified. Bidder's proposal must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Bidder to be essential to a complete understanding of the proposal. Each section of the proposal should be clearly identified with appropriate headings:

A) TECHNICAL PROPOSAL

1. Business Organization and History – State the full name, address, and phone and facsimile number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the proposal must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem – State in succinct terms your understanding of the problem(s) presented by this RFP.
3. Technical Work Plans – Provide a detailed project outline and timelines for accomplishing the work. Demonstrate a clear understanding of the request, required materials, and detailed plan for completing the project.
4. Prior Experience – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this Section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted.

The MEDC may evaluate the Bidder's prior performance with the MEDC, and prior performance information may be a factor in the award decision.

5. Project Staffing – The Bidder must be able to staff a project team which possesses talent and expertise in the field of the requirements of this RFP. Identify a Project Manager and staff assigned by name. Include experience and any other appropriate information regarding the work team's qualification for this initiative. Indicate staff turnover rates. Indicate which of these individuals you consider key to the successful completion of the work. Indicate the amount of dedicated management time for the Bidder's Project Manager and other key individuals. Do not include any financials for the contemplated work within the Technical Proposal.

Please Note: The MEDC further reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory.

6. Subcontractors – List here all subcontractors that will be engaged to accomplish the

project described in this RFP; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

7. Bidder's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the MEDC.
8. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

B) PRICE PROPOSAL

Provide the cost/rate/price information for all firms/persons named in your Price Proposal to demonstrate the reasonableness of your Price Proposal. Attach a schedule of all expenses covering each of the services and activities identified in your proposal.

The MEDC is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

THE PRICING PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP. Separately sealed pricing proposals will remain sealed until the JEC has completed evaluation of the technical proposals.

Bidders please note: Rates quoted in response to this RFP are firm for the duration of the Contract; no price increase will be permitted.

C) PROPOSAL SUBMITTAL

Submit separately marked electronic versions of each of your Technical Proposal and Price Proposal to the MEDC via email to contractsandgrants@michigan.org not later than **3:00 p.m. on June 1, 2021**. The MEDC has no obligation to consider any proposal that is not timely received. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "*RFP-CASE-321046 Technical Proposal*" and "*RFP-CASE-321046 Price Proposal*" with *Company Name*, and "*message 1 of 3*" as appropriate if the bid consists of multiple emails.

**SECTION III
RFP PROCESS AND TERMS AND CONDITIONS**

A) PRE-BID MEETING/QUESTIONS

A mandatory Pre-Bid meeting will be held at 300 N. Washington Square, Lansing, MI 48913 on **May 12, 2021** at 10:00 a.m. to allow Bidders the opportunity to inspect the roof prior to submitting their proposals. All prospective Bidders are required to attend the meeting. **This is the only Pre-Bid meeting being held. There will be no subsequent visit opportunities.** Supplemental information may be issued in response to issues or questions raised at the pre-bid meeting. If the **May 12, 2021** meeting is canceled due to inclement weather, the mandatory Pre-Bid meeting will instead occur on **May 14, 2021**. Questions from Bidders concerning the Pre-Bid meeting and the specifications in this RFP must be received via e-mail no later than **3:00 pm on May 19, 2021**. Questions must be submitted to:

Contract Services
contractsandgrants@michigan.org

B) PROPOSALS

To be considered, Bidders must submit a complete response to this RFP, using the format provided in Section II of this RFP, by **3:00 p.m. on June 1, 2021**. No other distribution of proposals is to be made by the Bidder.

The Technical Proposal must be **signed physically or electronically** by an official of the Bidder authorized to bind the Bidder to its provisions. The proposal must include a statement as to the period during which it remains valid; this period must be at least ninety (90) days from June 1, 2021.

The rates quoted in the Price Proposal must remain firm for the period indicated in Section II. The Bidder's Price Proposal must include, and assure payment for completed work and will compensate in full for all services, obligations, responsibilities, management, supervision, labor, materials, devices, equipment, construction equipment, general conditions, permits, patent fees and royalties, testing, inspection and approval responsibilities, warranties, temporary facilities, small tools, supplies, insurance, taxes, mobilization, close-out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the work, in a neat, first quality, workmanlike and satisfactory manner in accordance with the requirement of this RFP, including any specifications therein.

C) ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D) SELECTION CRITERIA

Responses to this RFP will be evaluated based upon a three-step selection process. The proposal must address the requirements described in Section II of this RFP.

The first step is an evaluation of which proposals satisfactorily meet the requirements of this RFP as stated in Section II.

1) Step I – Initial evaluation for compliance

- a) *Proposal Content* – Contract Services will screen the proposals for technical compliance to include but not be limited to:
- Timely submission of the proposal.
 - Technical Proposal and Price Proposal clearly identified and sent separately.
 - Proposal signed physically or electronically by an official of the Bidder authorized to bind the Bidder to its provisions.
 - Proposals satisfy the form and content requirements of this RFP.

2) Step II – Criteria for Satisfactory Technical Proposals

- a.) During the second step of the selection process, proposals will be considered by a Joint Evaluation Committee (the “JEC”) comprised of individuals selected by the MEDC. Only those proposals that satisfy the requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Bidder.
- b.) *Competence, Experience and Staffing Capacity* – The proposal should indicate the ability of the Bidder to meet the requirements of this RFP, especially the time constraints, quality, and recent projects similar to that described in this RFP. The proposal should indicate the competence of the personnel whom the Bidder intends to assign to the project, including experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of Bidder’s Project Manager and the Project Manager’s dedicated management time, as well as that of other key personnel working on this project.

		Weight
1.	Statement of Work	15
2.	Bidder Information	10
3.	Prior Experience	35
4.	Staffing	30
5.	Financial Stability	10
	TOTAL	100

- c.) During the JEC’s review, Bidders may be required to make oral presentations of their proposals to the JEC. These presentations provide an opportunity for the Bidders to clarify the proposals. The MEDC will schedule these presentations, if required by the JEC.
- d.) Only those proposals receiving a score of **80 points or more** in the technical proposal evaluation will have their pricing evaluated to be considered for award.

3) Step III – Criteria for Satisfactory Price Proposal

- a.) Based on what is in the best interest of the MEDC, the MEDC will award the Contract considering value, quality, and the ability to meet the objectives of this RFP, of proposals that were approved as a result of this two-step evaluation process.
- b.) The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the MEDC and the State of Michigan. Best value will be determined by the Bidder meeting the minimum point threshold and offering the *best proposal that meets the objectives of the RFP*.
- c.) The MEDC reserves the right to award to another “best value” contractor in case the original Awardee does not accept the award.

E) BIDDER’S COSTS

The MEDC is not liable for any costs incurred by any Bidder prior to signing of the Contract by all parties.

F) TAXES

The MEDC may refuse to award a contract to any Bidder who has failed to pay any applicable taxes or if the Bidder has an outstanding debt to the State of Michigan or the MEDC.

Except as otherwise disclosed in an exhibit to the Proposal, Bidder certifies that all applicable taxes are paid as of the date the Bidder’s Proposal was submitted to the MEDC and the Bidder owes no outstanding debt to the State of Michigan or the MEDC.

G) CONFLICT OF INTEREST

The Bidder must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the proposal, the Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder’s project manager(s) or its family’s business or financial interests (“Interests”) and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Bidder will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the MEDC’s satisfaction or the Bidder may be disqualified from consideration under this RFP. As used in this Section, “conflict of interest” shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a MEDC official, officer, or employee with the intent of receiving a contract from the MEDC or favorable treatment under a contract;
- 2) Having or acquiring at any point during the RFP process or during the term of the

Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Bidder's performance of its duties and responsibilities to the MEDC under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or

- 3) Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Bidder or its affiliates or interests on behalf of the MEDC will be influenced.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Bidder's proposal, Bidder is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Bidder represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the Bidder failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Bidder's proposal, there is no criminal litigation, investigations or proceedings involving the Bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the Bidder's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Bidders must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Bidder (or, to the extent Bidder is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Bidder (or, to the extent Bidder is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Bidder is prevented from disclosing under the terms of the settlement may be annotated as such.

J) FALSE INFORMATION

If the MEDC determines that a Bidder purposefully or willfully submitted false information in response to this RFP, the Bidder will not be considered for an award and any resulting Contract that may have been executed may be terminated.

K) DISCLOSURE

All Bidders should be aware that proposals submitted to the MEDC in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Bidders' proposals. Bidders, however, are encouraged to provide sufficient information to enable the MEDC to determine the Bidder's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of the Contract and any attachments or exhibits thereto.

L) PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE MEDC, THE CONTRACT SHALL BE TERMINATED AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

M) BEST AND FINAL OFFER

At any time during the evaluation process, the JEC may request a Best and Final Offer ("BAFO") from any Bidder. This will be the final opportunity for a Bidder to provide a revised proposal. The scope of the changes allowed in the BAFO will be published as part of the issuance of the BAFO request.

Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any Bidder will be allowed an opportunity to engage in Pricing Negotiations or requested to submit a Best and Final Offer.

N) CLARIFICATION/CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on www.michiganbusiness.org/321046. Applicants are encouraged to regularly check this site for changes or other information related to the RFP.

O) ELECTRONIC BID RECEIPT

ELECTRONIC VERSIONS OF EACH OF YOUR TECHNICAL AND PRICE PROPOSALS SENT SEPARATELY MUST BE RECEIVED AND TIME-STAMPED BY THE MEDC TO contractsandgrants@michigan.org, ON OR BEFORE **3:00 p.m. on June 1, 2021**. Bidders are responsible for timely submission of their proposal. THE MEDC HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE APPOINTED TIME.

P) RESERVATION OF MEDC DISCRETION

Notwithstanding any other statement in this RFP, the MEDC reserves the right to:

- 1) reject any and all proposals;
- 2) waive any errors or irregularities in the bidding process or in any proposal;
- 3) rebid the project;
- 4) negotiate with any Bidder for a reduced price, or for an increased price to include any alternates that the Bidder may propose;
- 5) reduce the scope of the project, and rebid or negotiate with any Bidder regarding the revised project; or
- 6) defer or abandon the project.

The MEDC's decision is final and not subject to appeal. Any attempt by an applicant, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the proposal

or awards process in general may result in the applicant's disqualification and elimination from the award process.

Q) JURISDICTION

In the event that there are conflicts concerning this RFP that proceed to court, jurisdiction will be in a Michigan court of law. Nothing in this RFP shall be construed to limit the rights and remedies of the MEDC that are otherwise available.

R) ADDITIONAL CERTIFICATION

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a bid on a request for proposal, with a public entity.

Bidders must include the following certification in the technical proposal:

“Bidder certifies that it is not an Iran-linked business as defined in MCL 129.312.”

Failure to submit this certification will result in disqualification from consideration.

**SECTION IV
CONTRACTUAL TERMS AND CONDITIONS**

A) CONTRACT TERMS AND CONDITIONS

- 1) The Contract – The proposal selected will be subject to the terms and conditions of the MEDC’s Professional Services Contract (the “Contract”) in substantially the same for as attached to this RFP as Attachment A. The MEDC reserves the right to modify any provisions of the Contract.
- 2) Term of Work – It is estimated that the activities in the proposed Contract will cover the period June 1, 2021 through September 30, 2021. The MEDC in its sole discretion, may extend the Term and allocate additional resources, subject to available funding.
- 3) Modification of Service – The MEDC reserves the right to modify the requested services during the course of the Contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the bidder resulting from the requested changes are subject to acceptance by the MEDC. Changes may be increases or decreases.

In the event changes are not acceptable to the MEDC, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The MEDC reserves the right to approve any subcontractors for the Contract and to require the bidder, upon award of the Contract, to replace subcontractors that the MEDC finds to be unacceptable.
- 5) Award of Contract – The MEDC reserves the right to award all or any part of this RFP and, based on what is in the best interest of the MEDC, the MEDC will award the Contract considering price, value and quality of the bids.

B) CONTRACTOR RESPONSIBILITIES

The selected Bidder will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Bidder performs them. Further, the MEDC will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

C) ACCEPTANCE OF PROPOSAL CONTENT

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and
- 2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of the successful Bidder to accept these obligations may result in cancellation of the award.

D) PROJECT CONTROL AND REPORTS

1) Project Control

- a) The selected Bidder (the "Contractor") will carry out this project under the direction and control of the Business Support Unit of the MEDC.
- b) The MEDC will appoint a Contract Manager for this project. Although there will be continuous liaison with the Contractor team, the Contract Manager will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c) The Contractor will submit brief written weekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated which should be brought to the attention of the Contract Manager and notification of any significant deviation from previously agreed upon work plans.
- d) Within five (5) working days of the execution of the Contract, the Contractor will submit a work plan to the Contract Manager for final approval. This work plan must be in agreement with Section III-A of this RFP as proposed by the Bidder and accepted by the MEDC for contract, and must include the following:
 - (i) The Contractor's project organizational structure.
 - (ii) The Contractor's staffing table with names of personnel assigned to the project. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the MEDC.
 - (iii) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - (iv) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

The Michigan Economic Development Corporation (the “MEDC”) enters into a binding agreement for professional services (the “Agreement”) with CONTRACTOR (the “Contractor”). The MEDC and Contractor shall sometimes be referred in this Agreement individually as a “Party” or collectively as “Parties.”

Contractor: Name
 Address
 Address

I. NATURE OF SERVICES

Contractor agrees to remove and replace the existing roofing system with a new 60-mil single-ply white, reflective TPO membrane roofing system (the “Project”) in accordance with the terms and conditions of this Agreement. .

II. PERFORMANCE SCHEDULE

Starting Date: MONTH XX, 20XX

Ending Date: MONTH XX, 20XX

The term of this Agreement (the “Term”) shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

III. COMPENSATION INFORMATION

- A) The MEDC agrees to pay Contractor an amount not to exceed XXX Dollars (\$XXX) during the Term. This amount includes all embedded expenses.
- B) Subsequent payment(s) Payment under this Agreement shall be made by the MEDC to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).
- C) MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- D) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MEDC.

- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

IV. MEDC CONTRACT MANAGER

Contractor should communicate with the following MEDC representative or designee regarding this Agreement:

Dave Wilcox (the "Contract Manager")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
wilcoxd7@michigan.org

V. TERMS AND CONDITIONS

A) Contractor Duties

- 1) Contractor agrees to undertake, perform, and complete the project in accordance with the specifications described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.
- 2) Contractor will work with the Contract Manager to develop a Substantial Completion Punch List.
- 3) The Contractor must remove all scrap or removed material, debris or rubbish from the project work site, including but not limited to roadways, sidewalks, ingress and egress locations, at the end of each working day and more frequently as required. The Contractor cannot discard materials on the grounds of the MEDC without the express written approval of the Contract Manager. No salvage or surplus material may be sold on the premises of the MEDC. No burning of debris or rubbish is allowed. Before final acceptance by the MEDC, the Contractor must clean all of the work and existing surfaces, building elements and contents that were soiled by their operations and make repairs for any damage or blemish that was caused by the work. The Contractor must furnish, install and maintain as long as necessary and remove when no longer required adequate barriers, warning signs or lights at all dangerous points throughout the project site for protection of property, workers and the public. The Contractor must maintain at the site one copy of safety data sheets (SDS), one copy of all as-built/record documents and approved submittals, clarifications and interpretations.
- 4) Contractor shall enforce good order among its employees and subcontractors, and shall not employ any disorderly, intemperate, or unfit person or anyone not skilled in the work assigned to him/her. The Contractor shall employ a competent person having authority to act for him who shall be at the worksite when work is being done at the site.

- 5) Contractor will secure all testing, inspection, or approvals required to meet code requirements and as required by material or equipment Suppliers. The Contractor is responsible to make access provisions for all testing and inspections as required. A copy of all testing and inspection reports and any approvals must be submitted to the Contract Manager. If any testing, inspection or approval reveals defective work and the work is rejected by the MEDC, the Contractor, at its sole expense, must promptly, as directed, correct or remove the defective work from the site and replace it with non-defective work within the specified correction period. The Contractor must bear responsibility for its proportionate share of the delay and costs resulting from the correction and/or removal and replacement of defective work.
- 6) The Contractor must furnish the MEDC with a written guarantee to remedy any defects due to faulty materials or labor which appear in the Project within one year from the date of final acceptance by the MEDC. This warranty excludes defect or damage caused by (a) abuse, modification by others, insufficient or improper operation or maintenance, or (b) normal wear and tear under normal usage. Manufacturer warranties for materials and equipment received by the Contractor must be assigned and promptly delivered to the MEDC upon completion of the Project.
- 7) For this Project, the following warranties are required:
 - a. Single-source special guarantee includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover board, substrate board, vapor retarder, base sheet, walkway products, manufacturer's expansion joints, manufacturer's approved edge metal products, and other single-source components of roofing system marketed by the manufacturer.
 1. Guarantee Period: 20 years from date of Substantial Completion.
 - b. Installer's Guarantee: Submit roofing Installer's guarantee, including all components of roofing system for the following guarantee period:
 1. Guarantee Period: Two years from date of Substantial Completion.
 - c. Existing Guarantees: Guarantees on existing building elements should not be affected by scope of work.
 1. Installer is responsible for coordinating with building owner's representative to verify compliance.

B) Independent Contractor

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MEDC due to this Agreement and the relationship between Contractor and MEDC. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- 1) Contractor will provide the services under this Agreement free from the direction or control of the MEDC as to means, manners, and methods of performance;
- 2) Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- 3) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MEDC and the MEDC shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- 4) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the MEDC shall not hire, supervise, or pay any assistants to help Contractor;
- 5) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MEDC in the professional skills necessary to perform the services required by this Agreement;
- 6) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MEDC to devote full time to the performance of the services required by this Agreement; and
- 7) Contractor does not receive the majority of its annual compensation from the MEDC.

The Parties acknowledge and agree that the MEDC is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

C) Permits and Licenses

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates, and/or licenses throughout the Term.

D) Materials

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement. Unless otherwise specified, all materials shall be new and of the best grade of their respective kinds for the purpose of the work. Whenever an article, material, or equipment is specified by name, a substitute of equal qualifications may only be used upon the prior written approval of the Contract Manager. The written request must be accompanied by product data to permit evaluation and comparison with specified products or materials.

E) State and Federal Taxes

The MEDC will not:

- 1) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- 2) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal, or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the MEDC, Contractor shall provide the MEDC with proof that such payments have been made.

F) Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MEDC.

G) Workers' Compensation

The MEDC shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover those employees with workers' compensation insurance and shall maintain such insurance during the Term. The MEDC may, in its discretion, require Contractor to provide evidence of such coverage.

H) Unemployment Compensation

The MEDC shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the MEDC under this Agreement.

I) Access to Records

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or its authorized representative at any time during this period.

J) Termination

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MEDC may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MEDC, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MEDC's reputation or interests. In

addition, the MEDC may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MEDC or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MEDC, reflects on Contractor's business integrity.

Contractor acknowledges that MEDC's performance of its payment obligation is dependent upon the MEDC Executive Committee's continued approval of funding and/or the MEDC's continued receipt of State funding. If the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MEDC Executive Committee:

- (i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or
- (ii) takes any action that is unrelated to the source of funding for this Agreement, but affects the MEDC's ability to perform obligations under this Agreement, the MEDC may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MEDC's Executive Committee results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MEDC will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The MEDC shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the MEDC. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MEDC. Any payment made to the Contractor is subject to reimbursement in an amount determined by the Contract Manager in the event the Contractor terminates the Agreement prior to the Ending Date.

K) MEDC Employees

Contractor will not hire any employee of the MEDC to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC.

L) Confidential Information

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MEDC (collectively,

“Confidential Information”) without the prior written consent of the MEDC. Confidential Information does not include:

1. information obtained by Contractor from third party sources;
2. that is already in the possession of, or is independently developed by, Contractor;
3. that becomes publicly available other than through breach of this subsection; or
4. is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor.

Contractor acknowledges that all information provided by the MEDC in connection with Contractor’s duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

M) Conflict of Interest

Except as has been disclosed to the MEDC, Contractor affirms that neither the Contractor nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor’s performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either’s employees on behalf of the MEDC would be influenced. Contractor shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, Contractor will inform the MEDC regarding possible conflicts of interest that may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the MEDC’s satisfaction or the MEDC may terminate this Agreement. As used in this subsection, “conflict of interest” shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

N) Representations of Contractor

Contractor affirms to the best of its knowledge that it or its owners:

- 1) do not have any criminal convictions;
- 2) are not subjects of any pending criminal investigation;
- 3) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, or local taxing authority, or court;
- 4) are not subjects of any past, pending or present litigation regarding its conduct; and

- 5) are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the MEDC or any other public body.

Contractor further represents and warrants that it has not been a party to any contract with the State, the MEDC or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

O) State of Michigan Competitors

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan or the MEDC or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

P) Irreparable Injury

Contractor acknowledges that if it breaches any of its obligations under subsections L or O, it will cause damages of an irreparable and continuing nature to the MEDC, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MEDC is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MEDC shall have the right to obtain such relief without having to post any bond or other surety.

Q) Indemnification and Contractor Liability Insurance

Contractor shall indemnify, defend, and hold harmless the MEDC, its Executive Committee, its Corporate Board of Directors, and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

No work connected with this Agreement shall be started until the Contractor has submitted evidence to the Contract Manager that (i) all workers are insured to protect him/her from claims for damages for personal injury or death which may arise from operations under this Contract and that (ii) he/she is covered by the following types and amounts of insurance:

1. Commercial General Liability ("CGL") Insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it must apply separately to this project. The Contractor must list the MEDC and its officers, employees and agents as ADDITIONAL INSUREDS on the CGL policy
2. Contractor must have vehicle liability insurance for bodily injury and property damage as required by law on any auto including owned, hired and non-owned vehicles used in the Contractor's business. The Contractor must list the MEDC and its officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.
3. Worker's disability compensation, disability benefit or other similar employee benefit

act with minimum statutory limits.

4. Employer's Liability Insurance with the following minimum limits: \$1,000,000 each accident; \$1,000,000 each employee by disease; and \$1,000,000 aggregate disease.

The Contractor's liability insurance must remain in effect through the Term and through any special correction periods.

R) Total Agreement

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

S) Assignment/Transfer/Subcontracting

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable.

T) Non-Discrimination and Unfair Labor Practices

In connection with this Agreement, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MEDC may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this subsection constitutes a material breach of this Agreement.

U) **Jurisdiction**

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

V) **Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement. The Contractor must comply with all applicable federal, State and local laws governing the safety and protection of persons or property, including, but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended. The Contractor is solely responsible for initiating, maintaining, and supervising all safety precautions.

W) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of MEDC nor shall they have any authority to take any action or enter into any agreement on behalf of MEDC.

X) **No Third Party Beneficiaries**

There are no expressed or implied third party beneficiaries to this Agreement.

Y) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MEDC, MEDC shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MEDC for payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by Contractor.

AA) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability

of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

BB) Publicity

At the request and expense of the MEDC, the Contractor will cooperate with the MEDC to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

CC) Survival

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

CONTRACTOR ACCEPTANCE:

CONTRACTOR

Dated: _____

By: Authorized Signer
Its: Title

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

By: Authorized Signer
Its: Title

ATTACHMENT B

**INDEPENDENT PRICE DETERMINATION AND
PRICES HELD FIRM CERTIFICATION**

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal 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 other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- A) Is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A proposal will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the proposal will not be considered for award unless the Bidder provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the MEDC determines that such disclosure was not made for the purpose of restricting competition.

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

Signed _____

Date _____

ATTACHMENT C
RFP SPECIFICATIONS

ATTACHMENT C

THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Adhered TPO membrane roofing system.
- B. Cover board.
- C. Roof insulation (As needed).

1.2 REFERENCES

- A. Roofing Terminology: Refer to the following publications for definitions of roofing work related terms in this Section:
 - 1. ASTM D 1079 "Standard Terminology Relating to Roofing and Waterproofing."
 - 2. Glossary of NRCA's "The NRCA Roofing and Waterproofing Manual."
 - 3. Roof Consultants Institute "Glossary of Building Envelope Terms."
- B. Sheet Metal Terminology and Techniques: SMACNA "Architectural Sheet Metal Manual."

1.3 DESIGN CRITERIA

- A. General: Installed roofing membrane system shall remain watertight; and resist specified wind uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Roofing materials shall be compatible with one another under conditions of service and application required, as demonstrated by roofing system manufacturer based on testing and field experience.
- C. Installer shall comply with current code requirements based on authority having jurisdiction.
- D. Wind Uplift Performance: Roofing system shall meet the intent of systems that have been successfully tested by a qualified testing and inspecting agency to resist wind uplift pressure calculated in accordance with ASCE 7.
- E. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheets for each product to be provided.
- B. Detail Drawings: Provide roofing system plans, elevations, sections, details, and details of attachment to other Work, including:
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Crickets, saddles, and tapered edge strips, including slopes.
 - 4. Insulation fastening and adhesive patterns.
- C. Verification Samples: Provide for each product specified.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Maintenance Data: Refer to Johns Manville's latest published documents on www.JM.com.
- F. Guarantees: Provide manufacturer's current guarantee specimen.
- G. Prior to roofing system installation, roofing sub-contractor shall provide a copy of the Guarantee Application Confirmation document issued by Johns Manville Roofing Systems indicating that the project has been reviewed for eligibility to receive the specified guarantee and registered.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive the specified manufacturer's guarantee.
- B. Manufacturer Qualifications: Qualified domestic U.S. owned and based manufacturer that has UL listing or roofing system identical to that used for this Project.
- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 329.
- D. Test Reports:
 - 1. Roof drain and leader test or submit plumber's verification.
 - 2. Core cut (if requested).
 - 3. Roof deck fastener pullout test.
- E. Moisture Survey (Owner to provide):
 - 1. Submit prior to installation, results of a non-destructive moisture test of roof system completed by approved third party. Utilize one of the approved methods:
 - a. Infrared Thermography
 - b. Nuclear Backscatter

- F. Source Limitations: Obtain all components from the single source roofing manufacturer guaranteeing the roofing system. All products used in the system shall be labeled by the single source roofing manufacturer issuing the guarantee.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when current and forecasted weather conditions permit roofing system to be installed in accordance with manufacturer's written instructions and guarantee requirements.

1.8 GUARANTEE

- A. Provide manufacturer's system guarantee equal to Johns Manville's Peak Advantage No Dollar Limit Roofing System Guarantee.
 - 1. Single-source special guarantee includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover board, substrate board, vapor retarder, base sheet, walkway products, manufacturer's expansion joints, manufacturer's approved edge metal products, and other single-source components of roofing system marketed by the manufacturer.
 - 2. Guarantee Period: 20 years from date of Substantial Completion.
- B. Installer's Guarantee: Submit roofing Installer's guarantee, including all components of roofing system for the following guarantee period:
 - 1. Guarantee Period: Two years from date of Substantial Completion.
- C. Existing Guarantees: Guarantees on existing building elements should not be affected by scope of work.
 - 1. Installer is responsible for coordinating with building owner's representative to verify compliance.

PART 2 - PRODUCTS

2.1 THERMOPLASTIC POLYOLEFIN ROOFING MEMBRANE - TPO

- A. Fabric-Reinforced Thermoplastic Polyolefin Sheet: ASTM D 6878, uniform, flexible sheet formed from a thermoplastic polyolefin, internally fabric or scrim reinforced. Basis of design: JM TPO
 - 1. Membrane Thickness: 60 mils (1.52 mm), nominal
 - 2. Exposed Face Color: White

2.2 AUXILIARY ROOFING MATERIALS – SINGLE PLY

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
 - 1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's internally reinforced or scrim reinforced, smooth backed membrane with same thickness and color as sheet membrane. Basis of design: JM TPO
- C. Bonding Adhesive: Manufacturer's standard solvent-based bonding adhesive for membrane. Basis of design: JM All Season Sprayable Bonding Adhesive
- D. Flashing Adhesive: Manufacturer's standard solvent - based bonding adhesive for base flashings. Basis of design: JM All Season Sprayable Bonding Adhesive
- E. Liquid Applied Flashing: Manufacturer's single ply liquid and fabric reinforced flashing system created with a fleece polyester scrim and a two-component polyurethane-based liquid applied flashing material, consisting of a liquid resin and a curing agent. Basis of design: JM SP Liquid Flashing Resin and JM SP Liquid Flashing Scrim
- F. Liquid Applied Flashing Primer: Manufacturer's single ply liquid flashing primer. Basis of design: JM SP Liquid Flashing TPO and PVC Primer, JM SP Liquid Flashing Concrete Primer, or JM SP Liquid Flashing Metal and Wood Primer
- G. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, with anchors. Basis of design: JM Termination Systems
- H. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer. Basis of design: High Load Fasteners and Plates
- I. Miscellaneous Accessories: Provide pourable sealers, primers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, cover strips, and other accessories required for full installation. Basis of design: JM TPO Pourable Sealer A & B, JM TPO Pipe Boots, JM TPO Universal Corners, JM TPO Edge Sealant, JM TPO T-Joint Patch, JM TPO Membrane Cleaner, JM TPO Membrane Primer, JM TPO Membrane Primer (Low VOC), JM TPO Sealing Mastic, JM TPO Cover Tape, JM TPO Detail Membrane, JM TPO Peel & Stick 10" RPS, JM TPO Peel & Stick 6" RTS, JM TPO-Coated Metal, JM TPO Curb Flashing and JM Single Ply Caulk

2.3 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads sourced from membrane roofing system manufacturer. Basis of design: JM TPO Walkpad

2.4 COVER BOARD

- A. High-Density Polyisocyanurate: ASTM C 1289, Type II, Class 4, Grade 1, High-density Polyisocyanurate technology bonded in-line to inorganic coated glass facers with greater than 80 lbs. of compressive strength. Board must be able to achieve a FM 1-90 utilizing a maximum of eight fasteners per 4' x 8' board with an adhered reinforced single-ply membrane over a minimum 22-gauge steel deck. Basis of design: Protector HD

1. Thickness: 1/2 inch (13 mm)
2. R-value: 2.5

2.5 ROOF INSULATION (AS NEEDED)

- A. General: Preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.

- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2 (20 psi), Basis of design: ENERGY 3

1. Provide insulation package with minimum R Value: minimum required by applicable code.
2. Provide insulation package in multiple layers.
3. Minimum Long-Term Thermal Resistance (LTTR): 5.7 per inch.

- a. Determined in accordance with CAN/ULC S770 at 75°F (24°C)

2.6 TAPERED INSULATION (WHERE REQUIRED)

- A. Tapered Insulation: ASTM C 1289, Type II, Class 1, Grade 2 (20 psi), provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48), unless otherwise indicated. Basis of design: Tapered ENERGY 3

2.7 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.

- B. Provide factory preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated. Basis of design: Diamondback Pre-Cut Cricket, Diamondback Pre-Cut Miter.

- C. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and furnished by roofing system manufacturer. Basis of design: UltraFast Fasteners and Plates

- A. Urethane Adhesive: Manufacturer's two component polyurethane adhesive formulated to adhere insulation to substrate. Basis of design: JM Two-Part Urethane Insulation Adhesive (UIA)
- B. Wood Nailer Strips: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."

2.8 EDGE METAL COMPONENTS

- A. Expansion Joints: Provide factory fabricated weatherproof, exterior covers for expansion joint openings consisting of flexible rubber membrane, supported by a closed cell foam to form flexible bellows, with two metal flanges, adhesively and mechanically combined to the bellows by a bifurcation process. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of design: Expand-O-Flash
- B. Coping System: Manufacturer's factory fabricated coping consisting of a base piece and a snap-on cap. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of design: Presto-Lock Coping
- C. Fascia System: Manufacturer's factory fabricated fascia consisting of a base piece and a snap-on cover. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of design: Presto-Tite Fascia
- D. Metal Edge System: Manufacturer's approved metal edge system used to terminate the roof at the perimeter of the structure. Provide product from single-source roofing system supplier that is included in the No Dollar Limit guarantee. Basis of design: Presto-Weld Drip Edge

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with the requirements affecting performance of roofing system.
 - 1. General:
 - a. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 - b. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 2. Ensure general rigidity and proper slope for drainage.
 - 3. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units more than 1/16 inch (1.6 mm) out of plane relative to adjoining deck.
- B. Unacceptable panels should be brought to the attention of the General Contractor and Project Owner's Representative and shall be corrected prior to installation of roofing system.

3.2 PREPARATION

- A. Clean and remove from substrate sharp projections, dust, debris, moisture, and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction.
- C. If applicable, prime surface of deck with asphalt primer at a rate recommended by roofing manufacturer and allow primer to dry.
- D. Proceed with each step of installation only after unsatisfactory conditions have been corrected.

3.3 RE-COVER PREPARATION

- A. Prepare existing roof according to roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer, and requirements in this Section.
- B. Tear out all base flashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane.
- C. Counterflashing is to be reused in new system.
- D. Remove existing membrane and edge metal per manufacturer's written instructions.
- E. Remove and replace wet, deteriorated or damaged or otherwise unsuitable roof insulation and decking as identified in moisture survey or visual inspection.
- F. Re-tighten or replace any loose fasteners (add fasteners if required by manufacturer)
- G. Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations. Install decking to match existing as directed by Owner's Representative.
- H. Replace drain inserts with new drains, specifically drain insert located on west stairwell tower.
- I. Replace all edge metal with face sizes and colors to match existing.
- J. Raise, (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 - 1. Modify curbs as required to provide a minimum 8-inch base flashing height measured from the surface of the new membrane to the top of the flashing membrane.
 - 2. Secure top of flashing and install new metal counterflashing prior to re-installation of unit.
 - 3. Perimeter nailers shall be elevated to match elevation of new roof insulation.
- K. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.

3.4 INSULATION INSTALLATION (AS REQUIRED)

- A. Coordinate installation of roof system components so insulation and cover board are not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installation of roof insulation and cover board.
- C. Install insulation boards with long joints in a continuous straight line. Joints should be staggered between rows, abutting edges and ends per manufacturer's written instructions. Fill gaps exceeding 1/4 inch (6 mm) with like material.
- D. Install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- E. Trim surface of insulation boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- G. Loose Laid Insulation with Top Insulation Layer Mechanically Fastened: Loose lay insulation with staggered joints and secure top layer of insulation to deck using mechanical fasteners designed and sized for fastening specified board-type to deck type.
 - 1. Fasten top layer to resist uplift pressure at corners, perimeter, and field of roof.

3.5 COVER BOARD INSTALLATION

- A. Coordinate installing membrane roofing system components so cover board is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system manufacturer's written instructions for installing roof cover board.
- C. Install cover board with long joints in a continuous straight line. Joints should be staggered between rows, abutting edges and ends per manufacturer's written instructions. Fill gaps exceeding 1/4 inch (6 mm) with cover board.
 - 1. Cut and fit cover board within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- D. Trim surface of cover board where necessary at roof drains so completed surface is flush and does not restrict flow of water.
 - 1. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- E. Adhered Cover Board: Adhere cover board to substrate as follows:
 - 1. Install in a two-part urethane adhesive according to roofing system manufacturer's instruction.
 - 2. Install to resist uplift pressure at corners, perimeter, and field of roof.

3.6 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.
- B. Cooperate with testing and inspecting agencies engaged or required to perform services for installing roofing system.
- C. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.7 ADHERED ROOFING MEMBRANE INSTALLATION

- A. Install roofing membrane over area to receive roofing in accordance with membrane roofing system manufacturer's written instructions.
 - 1. Unroll roofing membrane and allow to relax before installing.
 - 2. Install sheet in accordance with roofing system manufacturer's written instructions.
- B. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Solvent Based Bonding Adhesive for smooth backed membranes: Apply solvent-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- D. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- E. Apply roofing membrane with side laps shingled with roof slope, where possible.
- F. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - a. Remove and repair any unsatisfactory sections before proceeding with installation.
 - 3. Repair tears, voids, and incorrectly lapped seams in roofing membrane that do not meet requirements.
- G. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.

- H. Install roofing membrane and auxiliary materials to tie into existing roofing.

3.8 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates per membrane roofing system manufacturer's written instructions.
- B. Apply solvent-based bonding adhesive at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Apply single ply liquid applied flashing system per manufacturer's written instructions.
- D. Flash penetrations and field-formed inside and outside corners per manufacturer's installation instructions.
- E. Clean seam areas and overlap and firmly roll sheet flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.
- F. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.9 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld and adhere walkway products to substrate according to roofing system manufacturer's written instructions.

3.10 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical representative to inspect roofing installation on completion and submit report to building owner's representative.
 - 1. Notify Owner 48 hours in advance of date and time of inspection.
- B. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.11 PROTECTION AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

Roof Assessment & Specification for Reroofing
Prepared for



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

For the Property Located at:

300 N. Washington Sq.
Lansing, MI 48933

April 5, 2021



Investigation & Assessment of the Existing Roof

Existing Roof Type: The existing roof is EPDM Rubber over varying core samples and deck types. Please refer to the roof diagram to view core sample, approximate R-Value and deck type for each section.



Roof Condition: The rubber membrane is near the end of its useful life and should be replaced.

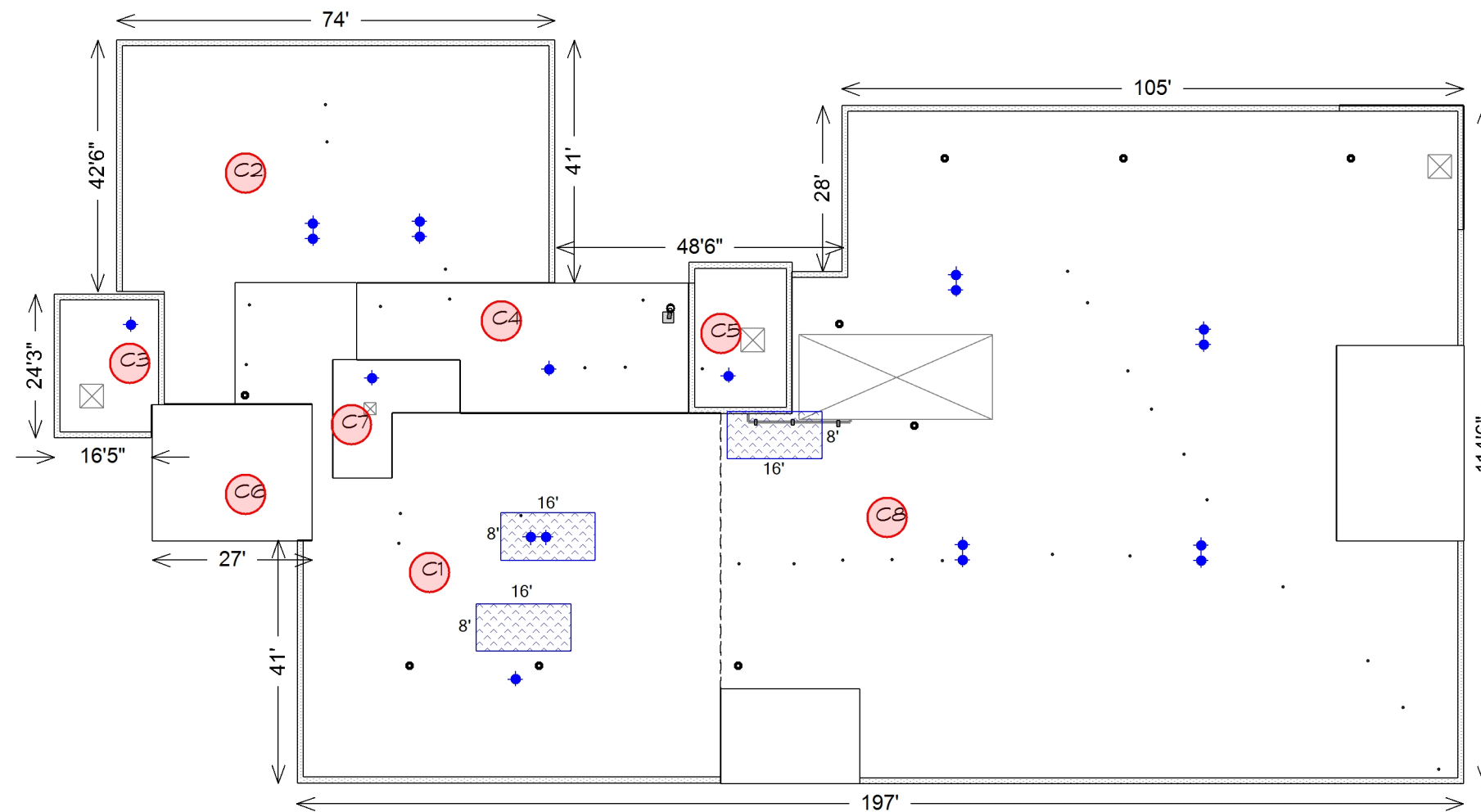
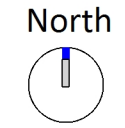


Insulation Condition: There is approximately 384 square feet of wet insulation in portions of the roof assembly that will need to be removed. The rest of the existing insulation, however, appears to be in serviceable condition.

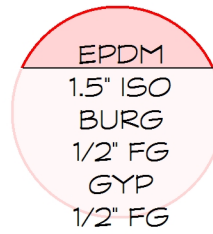
Deck Condition: Our visual investigation and core samples suggested that the roof deck appears to be in serviceable condition.

MICHIGAN ECONOMIC DEVELOPMENT CORP.

300 N. WASHINGTON SQUARE, LANSING, MI 48933

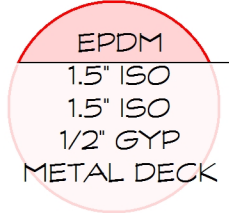


C1 - C5



TEAR OFF
APPROX. 11.6

C6-C8



CUT
APPROX R-18

TOTAL AMOUNT OF WET INSULATION FOUND:
384 SQ. FT.

Facility Overview

