

# CONSTRUCTION REQUEST FOR PROPOSAL

RFP# AAHC 22-01

## MILLER MANOR FIRE SUPPRESSION SYSTEM UPGRADE

ANN ARBOR HOUSING COMMISSION



**Due Date: June 7<sup>th</sup> , 2022 by 12:00 p.m. (local time)**

Issued By:

Ann Arbor Housing Commission  
2000 S. Industrial Hwy  
Ann Arbor, MI 48104

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## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

This RFP is being issued by the Ann Arbor Housing Commission (AAHC) , a Michigan Public Body Corporate, with funding from the City of Ann Arbor, a Michigan Municipal Corporation. Consequently, there are forms and documents included in this RFP that are required by the City of Ann Arbor for City-funded projects, but the RFP is issued by the Ann Arbor Housing Commission and a contract will ultimately be signed with a wholly-owned subsidiary organization of the AAHC, called the Ann Arbor Housing Development Corporation. The purpose of this Request for Proposal (RFP) is to select a firm to install a fire suppression system in the residential tower at Miller Manor, a property owned by the Ann Arbor Housing Commission, and located at 727 Miller Ave, Ann Arbor MI 48103.

### **B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

**All questions shall be submitted on or before May 20th, 2022 at 5:00 p.m. (local time)**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to **Tulio Decan, Construction Project Manager, [tdecan@a2gov.org](mailto:tdecan@a2gov.org)**

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Should any prospective bidder be in doubt as to the true meaning of any portion of this RFP, or should the prospective bidder find any ambiguity, inconsistency, or omission therein, the prospective bidder shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the prospective bidder's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City/AAHC shall become part of the RFP, and must be incorporated in the proposal where applicable.

### C. PRE-PROPOSAL MEETING

A **mandatory** pre-proposal conference for this project will be held **at Miller Manor Community Center A (use residential building entrance)**. During the course of the meeting design drawings and specifications will be passed out to all prospective bidders. **Failure to attend the meeting and sign the RFP sign-in sheet at the pre-proposal meeting will automatically disqualify a bidder from submitting a valid proposal.** Any proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

**Where:** Miller Manor Conference Center A

**Date:** Wednesday, May 18th, 2022.

**Time:** 1:00 p.m.

**Address:** 727 Miller Ave  
Ann Arbor, MI 48103

**Parking:** Very limited parking available on property parking lot. Overflow parking on North 7<sup>th</sup> St., along West Park.

### D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective bidder. An official authorized to bind the bidder to its provisions must sign the proposal in ink. Each proposal must remain valid for at least one hundred and twenty (120) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

### E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the Ann Arbor Housing Commission will complete the evaluation.

If interviews are desired by the Ann Arbor Housing Commission, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The Ann Arbor Housing Commission further reserves the right to interview the key personnel assigned by the selected bidder to this project.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

## **F. SEALED PROPOSAL SUBMISSION**

**All proposals are due and must be delivered to the Ann Arbor Housing Commission on or before June 7<sup>th</sup>, 2022 at 12:00 p.m. (local time).** Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each respondent should submit in a sealed envelope**

- **one (1) original proposal**
- **one (1) additional proposal copy**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Proposals submitted should be clearly marked: **“RFP No. AAHC 22-01 – MILLER MANOR FIRE SUPPRESSION SYSTEM UPGRADE”** and list the bidder’s name and address.

Proposals must be addressed and delivered to:  
Ann Arbor Housing Commission  
2000 S. Industrial Hwy  
Ann Arbor, MI 48104

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals may be dropped off at the Ann Arbor Housing Commission front desk or drop box next to the front door, located at 2000 S. Industrial Hwy, Ann Arbor, MI 48104, which is accessible to the public 24/7 and the office is open Monday through Friday from 9:00 am to 5:00 pm. The Ann Arbor Housing Commission will not be liable to any prospective bidder for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal.

Bidders are responsible for submission of their proposal. Additional time will not be granted to a single prospective bidder. However, additional time may be granted to all prospective bidders at the discretion of the Ann Arbor Housing Commission.

**A proposal may be disqualified if the following required forms are not included with the proposal:**

- **Attachment D - Prevailing Wage Declaration of Compliance**
- **Attachment E - Living Wage Declaration of Compliance**
- **Attachment G - Vendor Conflict of Interest Disclosure Form**
- **Attachment H - Non-Discrimination Declaration of Compliance**

***Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.***

## **G. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

## **H. TYPE OF CONTRACT**

A sample of the Contract is included as Attachment A. Those who wish to submit a proposal to the Ann Arbor Housing Commission are required to review this sample agreement carefully. **The Ann Arbor Housing Commission will not entertain changes to its Contract.**

For all construction work, the respondent must further adhere to the AAHC General Conditions. The General Conditions are included herein. A 10% retainage of the total contract value will be held as necessary until fully completion of work, inspections and permits are closed. The Contractor shall provide the required bonds included in the Contract Documents for the duration of the Contract.

The Ann Arbor Housing Commission reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the Ann Arbor Housing Commission's sole judgment, the best interests of the Ann Arbor Housing Commission will be so served.

This RFP and the selected bidder's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## I. NONDISCRIMINATION

All bidders proposing to do business with the Ann Arbor Housing Commission shall satisfy the contract compliance administrative policy adopted by the City of Ann Arbor Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment G shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the Ann Arbor Housing Commission.

## J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City of Ann Arbor under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City of Ann Arbor payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of Michigan Department of Transportation Prevailing Wage Forms (sample attached hereto) or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before proposals are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: [www.wdol.gov](http://www.wdol.gov).

For the purposes of this RFP the Construction Type of Building will apply.

## K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected bidder unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

## L. COST LIABILITY

The City of Ann Arbor and the AAHC assumes no responsibility or liability for costs incurred by the bidder prior to the execution of an Agreement. The liability of the City and the AAHC is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, bidder agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

## M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the AAHC will be notified of any changes in this status.

## N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the City of Ann Arbor Purchasing Manager within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If any bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Manager. The Purchasing Manager will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

## O. SCHEDULE

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Mandatory Pre-Proposal Meeting	May 18 <sup>th</sup> , 2022 at 1:00 p.m. (local Time)
Written Question Deadline	May 20 <sup>th</sup> , 2022 at 5:00 p.m. (local Time)
Addenda Published (if needed)	Week of May 23 <sup>rd</sup> , 2022
Proposal Due Date and Bid Opening	June 7 <sup>th</sup> , 2022 at 12:00 p.m. (local Time)
Selection/Negotiations	June 8 <sup>th</sup> , through June 10 <sup>th</sup> , 2022
Expected AAHC Authorizations	June 15 <sup>th</sup> , 2022
Selected Bidder Walkthrough	June 16 <sup>th</sup> , 2022



The above schedule is for information purposes only and is subject to change at the City's discretion.

**P. IRS FORM W-9**

The selected bidder will be required to provide the Ann Arbor Housing Commission an IRS form W-9.

**Q. RESERVATION OF RIGHTS**

1. The Ann Arbor Housing Commission reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The Ann Arbor Housing Commission reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the Ann Arbor Housing Commission to be in its best interest.
3. The City reserves the right to request additional information from any or all bidders.
4. The Ann Arbor Housing Commission reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The Ann Arbor Housing Commission reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The Ann Arbor Housing Commission reserves the right to select one or more contractors or service providers to perform services.
7. The Ann Arbor Housing Commission reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The Ann Arbor Housing Commission reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

**R. IDLEFREE ORDINANCE**

The City of Ann Arbor adopted an idling reduction Ordinance that went into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: [www.a2gov.org/idlefree](http://www.a2gov.org/idlefree).

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

## **S. ENVIRONMENTAL COMMITMENT**

The Ann Arbor Housing Commission recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The Ann Arbor Housing Commission further recognizes that the products and services the Ann Arbor Housing Commission buys have inherent environmental and economic impacts and that the Ann Arbor Housing Commission should make procurement decisions that embody, promote, and encourage the City of Ann Arbor's commitment to the environment.

The Ann Arbor Housing Commission encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City of Ann Arbor's environmental principles.

## **T. BID SECURITY**

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

## **U. MAJOR SUBCONTRACTORS**

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the Ann Arbor Housing Commission.

## **V. LIQUIDATED DAMAGES**

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the Ann Arbor Housing Commission as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the Ann Arbor Housing Commission shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City of Ann Arbor Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

## **SECTION II - SCOPE OF WORK**

Project design specifications and drawings to be provided during the course of the pre-proposal meeting all prospective bidders, which will take place on May 18<sup>th</sup>, 1:00 p.m. at our Miller Manor residential building, located at 727 Miller Rd., Ann Arbor, MI 48103.

### **A. Scope of Work**

The project involves modifications to the existing fire suppression system serving the seven (7) story residence tower at the Miller Manor Facility. Modifications included as part of this project include but are not limited to: new branch piping in hallways on each floor (with flow sensor and inspector test ports) and addition of suppression piping/sprinkler heads in all areas of the tower. Contractor to hire a licensed asbestos abatement subcontractor for wall penetrations and/or anchoring and an asbestos testing subcontractor. All fire alarm modifications to the suppression system upgrade will be addressed by a third party under a different contract with the AAHC.

Follow this link to the [Miller Manor Asbestos Report](#).

### **B. Post Award Next Steps with Selected Bidder**

1. Visit the project site on June 16<sup>th</sup>, 2022 with AAHC staff and agree on a preliminary scope of construction.
2. Review any drawings, specifications, reports, etc. provided by AAHC staff on the proposed project.
3. Develop and agree on a final scope of construction together with the AAHC and the AAHC's engineer.
4. Apply for and obtain all necessary permits.
5. Perform all work necessary.
6. Ann Arbor Housing Commission staff will review all work prior to final sign off of invoices. Contractor to address all identified deficiencies in the work.
7. Contractor to provide final documentation for all time and materials. Ann Arbor Housing Commission will release any retainage held until the work is completed, inspections are completed, and permits are closed.

### **C. Requirements**

1. Ability to work effectively with the AAHC's staff with respect to any of the construction services required by the Ann Arbor Housing Commission.
2. Ability to work effectively with other City of Ann Arbor units and regulatory agencies.
3. The ability to function in a support role to the Ann Arbor Housing Commission.
4. The Ann Arbor Housing Commission to approve selected asbestos abatement and testing sub-contractors.

### **D. Standard Specifications**

All work performed under this Contract shall be performed in accordance with all applicable codes, including but not limited to the following:

1. 2015 Michigan Building Code (MBC)
2. 2015 Michigan Fire Code (MFC)
3. National Fire Protection Association (NFPA)
  - a. NFPA 13, 2019 – Standard for the Installation of Sprinkler Systems
  - b. NFPA 14, 2019 – Standard for the Installation of Standpipe and Hose Systems
  - c. NFPA 20, 2019 – Standard for the Installation of Stationary Pumps for Fire Protection
  - d. NFPA 25, 2017 – Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems
  - e. NFPA 70, 2020 – National Electric Code
  - f. NFPA 72, 2019 – National Fire Alarm and Signaling Code

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### **PROPOSAL FORMAT**

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

Bidders should organize Proposals into the following Sections:

- A. Qualifications, Experience and Accountability
- B. Workplace Safety
- C. Workforce Development
- D. Social Equity and Sustainability
- E. Schedule of Pricing/Cost
- F. Authorized Negotiator
- G. Attachments

*Bidders are strongly encouraged to provide details for all of the information requested below within initial proposals. Backup documentation may be requested at the sole discretion of the Ann Arbor Housing Commission to validate all of the responses provided herein by bidders. False statements by bidders to any of the criteria provided herein will result in the proposal being considered non-responsive and will not be considered for award.*

Pursuant to Sec 1:314(9) of the City of Ann Arbor Code which sets forth requirements for evaluating construction bids, Bidders should submit the following:

#### **A. Qualifications, Experience and Accountability - 20 Points**

1. Qualifications and experience of the bidder and of key persons, management, and supervisory personnel to be assigned by the bidder.
2. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.
3. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.
4. A statement from the bidder as to any major subcontractors it expects to engage including the name, work, and amount.

**B. Workplace Safety – 20 Points**

1. Documentation of an on-going, Michigan OSHA-approved safety-training program for employees to be used on the proposed job site.
2. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR"). Preference within this criterion will be given to an EMR of 1.0 or less based on a three-year average.
3. Evidence that all craft labor that will be employed by the bidder for the project has, or will have prior to project commencement, completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.
4. The safety record of bidder and major subcontractors, including OSHA, MIOSHA, or other safety violations.

**C. Workforce Development – 20 Points**

1. The ratio of masters or journeypersons to apprentices proposed to be used on the construction project job site, if apprentices are to be used on the project.
2. Documentation as to bidder's pay rates, health insurance, pension or other retirement benefits, paid leave, or other fringe benefits to its employees.
3. Documentation that the bidder participates in a Registered Apprenticeship Program that is registered with the United States Department of Labor Office of Apprenticeship or by a State Apprenticeship Agency recognized by the USDOL Office of Apprenticeship.

**D. Social Equity and Sustainability – 20 Points**

1. A statement from the bidder as to what percentage of its workforce resides in the City of Ann Arbor and in Washtenaw County, Michigan. The City will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.
2. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.

3. Evidence that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression, height, weight, or disability.
4. The bidder's proposed use of sustainable products, technologies, or practices for the project, which reduce the impact on human health and the environment, including raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and waste management.
5. The bidder's environmental record, including findings of violations and penalties imposed by government agencies.



**E. Schedule of Pricing/Cost – 20 Points**

Company: \_\_\_\_\_

**Bid Amount –**

No.	Item Description	Total Price	% of Sub-total
1	Material	\$	%
2	Labor	\$	%
3	ACM Abatement	\$	%
4	ACM Testing & Reporting	\$	%
5	Final Cleanup	\$	%

**Sub-Total 1** \$ \_\_\_\_\_ %

6	Insurance	\$	%
7	Contractor's Fee	\$	%
8	Contractor's Contingency	\$	%
9	Bond	\$	%
10	Project Permits	\$	%

**Sub-Total 2** \$ \_\_\_\_\_ %

**Estimated Total** \$ \_\_\_\_\_ %

**F. AUTHORIZED NEGOTIATOR / NEGOTIATIBLE ELEMENTS (ALTERNATES)**

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the Ann Arbor Housing Commission.

The proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the bidder wishes to quote alternate items for consideration by the Ann Arbor Housing Commission, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

Consideration for any proposed alternative items or time may be negotiated at the discretion of the Ann Arbor Housing Commission.

**G. ATTACHMENTS**

General Declaration, Legal Status of Bidder, Conflict of Interest Form, Living Wage Compliance Form, Prevailing Wage Compliance Form and the Non-Discrimination Form should be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

**PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system. The Ann Arbor Housing Commission reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview if interviews are selected to be held by the Ann Arbor Housing Commission. The committee may contact references to verify material submitted by the bidder.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan (if applicable) and pricing.
3. The interview should include the project team members expected to work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the bidder, including the person who will be the project manager on this contract, followed

by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

4. The firms interviewed will then be re-evaluated by the above criteria and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by Ann Arbor Housing Commission, if suitable proposals are received.

The Ann Arbor Housing Commission reserves the right to waive the interview process and evaluate the bidder based on their proposal and pricing schedules alone.

The Ann Arbor Housing Commission will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper.

Each person signing the proposal certifies that they are a person in the bidder's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or the City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each bidder should acknowledge in its proposal all addenda it has received on the General Declarations form provided in the Attachments section herein. The failure of a bidder to receive or acknowledge receipt of any addenda shall not relieve the bidder of the responsibility for complying with the terms thereof. The Ann Arbor Housing Commission will not be bound by oral responses to inquiries or written responses other than official written addenda.

## **SECTION IV - ATTACHMENTS**

Attachment A – Sample Standard Contract

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Prevailing Wage Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment F – Living Wage Ordinance Poster

Attachment G – Vendor Conflict of Interest Disclosure Form

Attachment H – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment I – Non-Discrimination Ordinance Poster

Sample Certified Payroll Report Template

# ATTACHMENT A

## CONTRACT

### BETWEEN

**THE ANN ARBOR HOUSING DEVELOPMENT CORPORATION**

### AND

**CONTRACTOR NAME**

### INTRODUCTION

**This contract by and between the Ann Arbor Housing Development Corporation hereinafter ("AAHDC" or "the HC"), located at 2000 S. Industrial Highway, Ann Arbor MI 48104 and CONTRACTOR NAME. (hereinafter "ABREVIATED CONTRACTOR NAME IF APPLICABLE" or "the Contractor"), located at address, is hereby entered into this MONTH DAY, 20\_\_.**

Services pursuant to this contract **shall begin MONTH DAY, 20\_\_, and shall end no later than MONTH DAY, 20\_\_** unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

#### **1.0 Definitions:**

- 1.1 Ann Arbor Housing Commission (HC):** Any reference herein or within any Appendix to the "Housing Commission" or "Ann Arbor Housing Commission" shall be interpreted to mean the same as the AAHC or its affiliated legal entity, the Ann Arbor Housing Development Corporation.
- 1.2 Purchasing Manager (PM):** The HC Purchasing Manager, acting on behalf of the HC.

#### **2.0 Services and Payment:**

- 2.1 Scope of Services: [See Appendix A for full scope of service]** Said services shall be provided on the dates and times determined by the HC at the designated HC community and facilities. In addition, the HC shall retain the right to implement and/or enforce any item issued as a part of this small purchase.

#### **2.3 Cost/Value of Services:**

- 2.3.1 Contract Value: The current total Not-To-Exceed (NTE) value of this contract is: \$\_\_\_\_\_.** Any other services provided related to this contract shall be as negotiated between Contractor and the AAHC.

The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.

**2.4 Renewal Options:** There are no renewal options with this contract.

**2.5 Time Performance:** The Contractor will complete each assigned task as detailed within the executed Scope of Services.

**2.6 Billing Method:**

**2.6.1** To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

**HCaccounts payable@a2gov.org**  
**Ann Arbor Housing Development Corporation**  
**Attn. Accounts Payable**  
**2000 S. Industrial Hwy**  
**Ann Arbor, MI 48104**

**2.6.2** At a minimum, the invoice shall detail the following information:

- 2.6.2.1** Unique invoice number;
- 2.6.2.2** Contractor's name, address and telephone number;
- 2.6.2.3** Date of invoice and/or billing period;
- 2.6.2.4** Applicable Purchase Order No.;
- 2.6.2.5** Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report or invoice);
- 2.6.2.6** If applicable, Task Order, approved by the HC Executive Director; and
- 2.6.2.7** Total dollar amount being billed.

**2.6.3** The HC will pay each such properly completed invoice received on a **Net/30 basis**. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

**3.0** HC's Obligations: Pursuant to this contract, the HC agrees to purchase the specific services detailed herein and also shall be responsible for the following:

**3.1** The HC agrees to not provide to the Contractor any assigned work to the Contractor outside the scope of services without the prior written approval of the HC's Executive Director.

**4.0** Contractor's Obligations: Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

**4.1** Supervision and Oversight: The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HC properties pursuant to this contract.

- 4.2 Qualified Personnel:** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
- 4.3 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 4.3.1 Iran Economic Sanctions Act:** The Contractor certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act (Michigan Compiled Laws §129.311-16).
- 4.4 Contractor's Employees:** There may be a pre-employment background check conducted by the Contractor/employer of all personnel prior to them being employed on City Properties. The Contractor may be required to verify previous employers and references listed in the employment application.
- 4.5 Security:** Any felony or misdemeanor conviction involving theft, murder or assault in the last five years: will not be allowed to work in a high security area unless the HC is notified in advance and agrees to said agreement.
- 4.5.1** Contractor will have all employees bonded for any losses while employed and assigned to the HC properties.
- 4.5.2** The HC will have the right to require the Contractor to remove any employee deemed incompetent, careless or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the HC. The decision of the HC, acting through the contract Administrator, or his/her authorized representative, shall be final as to what constitutes incompetent or deviant behavior.
- 4.5.3** All employees employed by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense. The Contractor will not pay his employees less than the minimum wage guidelines of the Federal Government or the State of Michigan, whichever is greater.
- 4.6 Insurance Requirements:**
- 4.6.1** The complete indemnity requirements are detailed within Section 11 herein.
- 4.6.2** The Contractor will secure and maintain during the term of the contract insurance from an insurance company authorized to do business in the State of Michigan that will protect Contractors and sub-contractors and the ANN ARBOR HOUSING DEVELOPMENT CORPORATION from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

- 4.6.2.1** The Contractor will furnish insurance certificates within seven (7) days of being notified of acceptance of his/her bid. Execution of this contract will not occur until evidence of all required insurance has been submitted and approved by the City.
- 4.6.2.2** Failure to maintain the above-reference insurance coverage, including naming the HC as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. The Contractor must cease work if any of the required insurance is canceled or expires.
- 4.6.3** Copies of certificates of insurance shall be submitted to, and approved by the HC prior to the execution of the contract.
- 4.6.4** The Certificate shall specifically name the ANN ARBOR HOUSING DEVELOPMENT CORPORATION and the Ann Arbor Housing Commission as additional insured parties. **In the area for the listing of additional insured on the binder it must read: "The Ann Arbor Housing Development Corporation, and the ANN ARBOR HOUSING COMMISSION, acting by and through the Ann Arbor Housing Commission."**
- 4.6.5** The certificates must contain the express, written agreement of the insurance company notifying the HC ten (10) days prior to any cancellation or material alteration of the policy. **The written agreement by the insurance company must not include the language "will mail" and/or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."**
- 4.6.6** The Contractor shall not allow any work under the contract to be performed by a subContractor unless evidence of similar insurance covering the activities of the subContractor is submitted to and approved by the HC.
- 4.6.7 The limits of insurance shall not be less than the following:**
- 4.6.7.1** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000.
- 4.6.7.2** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.
- 4.6.7.3** Worker's compensation coverage evidencing carrier and coverage amount required by the State of Michigan.
- 4.6.7.4** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HC:

**ANN ARBOR HOUSING DEVELOPMENT CORPORATION  
FINANCIAL DEPARTMENT  
2000 S. Industrial Hwy  
ANN ARBOR, MI 48104**



**4.5 Licensing:** The Contractor shall also provide to the HC a copy of the required State of Michigan Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

**4.6 FINANCIAL VIABILITY AND REGULATORY COMPLIANCE:**

**4.6.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

**4.6.2** The Contractor agrees to promptly disclose to the HC any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HC in writing within 5 days of such notification received will constitute a material breach of this contract.

**4.6.3** The Contractor further agrees to promptly disclose to the HC any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

**4.6.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HC within the time periods required herein.

**5.0 Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

**6.0 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

**7.0 Applicable Laws:**

**7.1 Jurisdiction of Law:** The laws of the State of Michigan shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or conflict with, applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Washtenaw County, Michigan is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. This agreement may be executed in multiple counterparts which shall be considered binding.

**7.2 Interest of Contractor and the Commission:** The Contractor promises that it has no

interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the Commission, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. This paragraph does not apply if all parties are in compliance with the provisions of Michigan Compiled Laws §15.323 and 24 CFR PART 85.36(b), as applicable.

## **8.0 Notices, Invoices and Reports:**

- 8.1** All notices, reports and/or invoices submitted to the HC by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HC:

**ANN ARBOR HOUSING DEVELOPMENT CORPORATION**  
**ATTN: SECRETARY/TREASURER**  
**2000 S. Industrial**  
**ANN ARBOR, MI 48104**  
Ph. 734-794-6720  
Fax 734-996-3018

- 8.2** All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

**CONTRACTOR NAME**  
**ADDRESS LINE 1**  
**ADDRESS LINE 2**  
**Ph. xxx-xxx-xxxx**  
**Fax xxx-xxx-xxxx**

## **9.0 Disputed Billings (Charges):**

- 9.1 Procedures:** In the event that the HC disputes any portion of its billing(s), the HC shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- 9.1.1** The HC's representative shall, within 10 days after the HC's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that the Contractor investigate and respond to this issue.
- 9.1.2** If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the HC PM and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
- 9.1.3** If the HC PM and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HC shall refer the dispute to the HC Attorney and, within 10 days thereafter, either:

- 9.1.3.1** pay the disputed charges and reserve the right to submit the matter to the appropriate district court in the State of Michigan if the disputed amount does not exceed \$40,000.00.
- 9.1.3.2** not pay the disputed charge and submit the matter to the appropriate district court in the State of Michigan if the disputed amount does not exceed \$40,000.00.
- 9.1.3.3** not pay the disputed charge and allow the Contractor submit the matter to the appropriate district court in the State of Michigan if the disputed amount does not exceed \$40,000.00.
- 9.1.3.4** submit the dispute to an American Arbitration Association arbitrator. The decision from arbitration shall be binding upon both parties. The costs of arbitration shall be equally shared by the parties. If the decision is adverse to the HC, the HC shall pay the amount awarded within 10 days of its receipt of the arbitrator's decision. If the decision is in favor of the HC, the Contractor shall, within 10 days of its receipt of the arbitrator's decision, either:
  - 9.1.3.4.1** clear the amount which is ordered from the HC account; or
  - 9.1.3.4.2** repay to the HC the amount awarded;

**10.0 Breach and Retention of Records:** The HC and the Contractor each agree to comply with the following provisions:

**10.1 Remedies for Contractor Breach:** Pertaining to contract-related issues, it is the responsibility of both the HC and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HC or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HC has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (the HC nevertheless reserves the right, if conditions warrant, to require the Contractor to respond in a shorter period of time). Further, the HC shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

**10.1.1** If the Contractor is in material breach of the contract, the HC may terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

**10.1.2** Prior to termination, the HC may choose to warn the Contractor, orally or in writing, of any non-compliant or unsatisfactory performance. Such written warning may include giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HC shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if the Contractor does not do so within the 10-day period, it be deemed to accept and agree with the HC's position on the issue. The written protest must detail

all pertinent information pertaining to the dispute, including justification detailing the HC's alleged incorrect action(s).

**10.1.3** After termination, if the Contractor does not agree with the HC's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if the Contractor does not do so within the 10-day period, it shall be deemed to accept and agree with the HC's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HC's alleged incorrect action(s).

**10.2 Reporting:** The parties hereby agree to comply with any reporting requirements that may be detailed herein.

**10.3 Copyrights/Rights in Data:** The HC has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the contract specifically:

10.3.1 Except as provided elsewhere in this clause, the HC shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

10.3.2 The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

10.3.3 For data first produced in the performance of this contract, the Contractor may establish, without prior approval of the PM, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The Contractor grants the HC and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HC.

10.3.4 The Contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the Contractor identifies such data and grants the HC a license of the same scope as identified in the preceding paragraph.

10.3.5 The HC agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered

under this contract are improperly marked, the HC may either return the data to the Contractor, or cancel or ignore the markings.

10.3.6 The Contractor is responsible for obtaining from its sub-contractors all data and rights necessary to fulfill the Contractor's obligations under this contract.

10.3.7 Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the HC shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

10.3.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HC except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HC location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

**10.4 Access to Records:** Access by the HC to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**10.5 Retention of Records:** Retention of all required records for three years after HC make final payments and all other pending matters are closed.

**10.6 Contractor Certification:** The Contractor hereby assures and certifies that it will comply with all of the applicable requirements of the foregoing sections 10.0-10.6, as the same may be amended from time to time

**10.7 Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, the parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

**10.8 Executive Order 11246:** For all construction contracts awarded in excess of \$10,000, the parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

## **11.0 Additional Considerations:**

- 11.1 Non-Escalation:** Unless otherwise specified within this document, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 11.2 Funding Restrictions and Order Quantities:** The HC reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HC, if:
- 11.2.1 funding is not available;
  - 11.2.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
  - 11.2.3 the HC's requirements in good faith change after award of the contract.
- 11.3** Unless otherwise stated in this document, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, whether or not they are known to either the HC or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NIOSH) and environmental control (EPA and City of Ann Arbor Pollution Regulations) and any other ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.6 Freight on Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFP documents or within the contract.
- 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HC may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.7 Backorders:**
- 11.7.1** The HC PM must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
  - 11.7.2** Unless otherwise stipulated in the contract, any order that will take more

than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HC, be canceled and ordered from another source, if, in the opinion of the HC PM, it is in the best interests of the HC to do so.

- 11.8 Work on HC Property:** If the Contractor's work under the contract involves operations by the Contractor on HC premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HC's negligence, shall indemnify the HC, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subContractors.
- 11.9 Official, Agent and Employees of the HC Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HC in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.10 Sub-Contractors:** Unless otherwise stated within this contract, the Contractor may not use any sub-contractors to accomplish any portion of the services described within the documents or the contract without the prior written permission of the HC PM.
- 11.11 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the procurement documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.12 Attorney Fees:** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, and the Contractor is the losing party, Contractor shall pay all of HC's court costs and other expenses of such litigation, including reasonable attorney fees. The amount so allowed as attorney fees shall be taxed to the Contractor as costs of the suit, unless prohibited by law.
- 11.13 Independent Contractor:** Unless otherwise stated within this contract, the Contractor is an independent Contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.14 Waiver of Breach:** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

**11.15 Time of the Essence:** Time is of the essence under this agreement as to each provision in which time of performance is a factor.

**11.16 Limitation of Liability:** In no event shall the HC be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

**11.17 Indemnification:**

**11.17.1** The Contractor shall indemnify, defend, and hold the HC (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Michigan Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any sub-contractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HC against any loss or damage which was specifically caused by the HC providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

**11.17.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HC, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HC. If the Contractor shall fail to do so, the HC shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney fees and court costs.

**11.17.3** Any money due to the Contractor under and by virtue of this contract, which the HC believes must be withheld from the Contractor to protect the HC, may be retained by the HC so long as it is reasonably necessary to ensure the HC's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HC provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HC from any potential claims.

**11.17.4** The Contractor shall provide that any contractual arrangement with a sub-contractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its sub-contractors in connection with the contract.

**11.20 Additional Federally Required Orders/Directives:** The parties agree that they will comply with the following laws and directives, where applicable.

**12.0 Appendices:**



**12.1** The following noted documents are placed under each of the noted appendix and are a part of this contract:

Appendix No 1: Full Scope of Work

Appendix No. 2: Disclosure of Asbestos-Containing Material

Appendix No. 3: Agreement not to Install Asbestos-Containing Material

**Attachments (City Required Documents for City-funding)**

Attachment B – General Declarations

Attachment C - Legal Status of Bidder

Attachment D – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment E – Living Wage Declaration of Compliance Form

Attachment FE – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

Attachment I – Prevailing Wage Declaration of Compliance

**12.2** Please note that, in the case of any discrepancy between this contract and any of the above noted documents, the requirement(s) listed within the body of this contract shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above (i.e. the requirement(s) listed the lower listed item may not overrule any requirement(s) within a higher listed item).

**12.3** Any document referenced herein that has not been attached is hereby incorporated herein by reference, and a copy of each such document is available from the HC upon written request for such.

**13.0 CERTIFICATIONS:**

The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**FIRST LAST**  
**TITLE**  
**ENTITY**  
**ADDRESS LINE 1**  
**ADDRESS LINE 2**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Jennifer Hall, Secretary/Treasurer  
Ann Arbor Housing Development Corporation  
2000 S. Industrial Hwy  
Ann Arbor, MI 48104  
734-794-6721**

**Appendix No. 1 – Add Full Scope of Work**

**Addendum No 2:**

**Employer/Employee/Tenant  
Notification**

As required by the OSHA Regulation building and/or facility owners shall notify the following persons of the presence, location and quantity of ACM or PACM, at the work sites in their buildings and facilities. Notification either shall be in writing or shall consist of a personal communication between the owner and the person to whom notification must be given or their authorized representative:

- A. Prospective employers applying or bidding for work whose employees reasonably can be expected to work in adjacent to areas containing such material;
- B. Employees of the owner who will work in or adjacent to areas containing such materials;
- C. On Multi-employer worksites, all employers of employees who will be performing work within or adjacent to areas containing such material;
- D. Tenants who will occupy areas containing such materials.

Please complete this form and return it to: \_\_\_\_\_

I \_\_\_\_\_, representing and having authority for \_\_\_\_\_ (company), hereby indicate and agree that a representative of the \_\_\_\_\_ building/facility, \_\_\_\_\_ (name), (title) has provided me information regarding the specific locations and materials that are asbestos-containing and which may be encountered or have the potential of being encountered during the course of activities involving \_\_\_\_\_ (project name and/or number) in the above-mentioned building.

I expressly agree that neither I, nor any of my employees, agents, sub-contractors or other individuals or entities over whom I have any responsibility or control, will disturb asbestos-containing materials for the above-mentioned building. I further understand and agree that should I, my employees, agents, sub-contractors or other individuals or entities over whom I have control, encounter any material(s) suspected of containing asbestos, said material(s) shall not be disturbed without first notifying the office of the building/facility owner, and receiving written approval that such material(s) may be disturbed.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**Addendum No. 3**

**Contractor Certification of Asbestos-Free Product Installation**

Name of building: \_\_\_\_\_

1. Contractor name and address:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street City State Zip

2. Brief scope of contracted activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Certification statement:

I \_\_\_\_\_, representing and having authority for \_\_\_\_\_(company), hereby certify that any and all products/materials which will be and/or have been installed or introduced into the above-mentioned building, \_\_\_\_\_(project name and/or number) are asbestos free (or less than 1% asbestos by weight).

\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Company  
\_\_\_\_\_  
Position  
\_\_\_\_\_  
Date

**ATTACHMENT B**  
**GENERAL DECLARATIONS**

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, General Information, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
(Print Name of Signer Above)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address for Award Notice

**ATTACHMENT C**  
**LEGAL STATUS OF BIDDER**

(The bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_, whose signature is affixed to this Bid, is authorized to execute contracts.

**NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority**

• A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

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---

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\* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_  
(initial here)

**Authorized Official**

\_\_\_\_\_ **Date** \_\_\_\_\_, 202\_

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company:

---

Address:

---

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email \_\_\_\_\_



## **ATTACHMENT D** **PREVAILING WAGE DECLARATION OF COMPLIANCE**

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has been deemed a material breach of the terms of the contract and grounds for termination of same by the City.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative                      Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Phone/Email address

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500

## ATTACHMENT E

### LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees \_\_\_\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address

## Attachment F

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023**

**\$14.82 per hour**

If the employer provides health care benefits\*

**\$16.52 per hour**

If the employer does **NOT** provide health care benefits\*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

## **ENFORCEMENT**

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

\* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

**The Law Requires Employers to Display This Poster Where Employees Can Readily See It.**

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**



**ATTACHEMENT G**

<b>Vendor Conflict of Interest Disclosure Form</b>
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)

# ATTACHMENT H

## DECLARATION OF COMPLIANCE

### Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

---

Company Name

---

Signature of Authorized Representative

---

Date

---

Print Name and Title

---

Address, City, State, Zip

---

Phone/Email Address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

# ATTACHMENT I

## **CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

## MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) (2) ADDRESS

(3) PAYROLL NO. (4) FOR WEEK ENDING (5) PROJECT AND LOCATION (6) CONTRACT ID

(a)	(b)	(c)	(d) DAY AND DATE							(e)	(f)	(g)	(h)	(i)	(j) DEDUCTIONS						(k)
															TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	
EMPLOYEE INFORMATION	WORK CLASSIFICATION	Hour Type	HOURS WORKED ON PROJECT							TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor)  
 \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ (Building or Work)  
 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full \_\_\_\_\_ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.