

CONSTRUCTION REQUEST FOR PROPOSAL

RFP# AAHC 24-01

LURIE TERRACE FIRE ALARM SYSTEM UPGRADE

ANN ARBOR HOUSING COMMISSION



Due Date: Thursday, February 15th, 2024 by 2:00 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 State of Michigan's Michigan Economic Development Corporation. This 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 Affordable Housing Corporation (AAAHC). The purpose of this Request for Proposal (RFP) is to select a firm to install a fire alarm system throughout Lurie Terrace, a property owned by the Ann Arbor Housing Commission, and located at 600 W. Huron St., 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 February 15th, 2024 at 2:00 p.m. (local time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to **Tom Pierce, Construction Project Manager, tpierce@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 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 AAHC shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal conference for this project will be held **at Lurie Terrace (meeting will begin in the ground floor lobby)**. During the meeting prospective bidders will have the opportunity to walk the property and ask questions. 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 Ann Arbor Housing Commission. Answers that change or substantially clarify the proposal will be affirmed in an addendum.

Where: Lurie Terrace
Date: Wednesday, January 24th, 2024
Time: 10:00 a.m.
Address: 600 W Huron St
Ann Arbor, MI 48103
Parking: Very limited parking available on property parking lot.
Overflow parking on Chapin St. and at 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

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 via email to Tom Pierce, Construction Project Manager, tpierce@a2gov.org on or before, February 15, 2024 at 2:00 p.m. (EST). Proposals submitted late will not be considered or accepted.

Each respondent must submit:

- **one (1) digital copy of the proposal as one file in PDF format**

Proposals submitted should be clearly marked: **“RFP No. AAHC 24-01 – LURIE TERRACE FIRE ALARM SYSTEM UPGRADE”** and list the bidder’s name and address.

Proposals must be addressed and delivered to:
Tom Pierce
Ann Arbor Housing Commission
2000 S. Industrial Hwy
Ann Arbor, MI 48104
tpierce@a2gov.org

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

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.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the AAHC 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 should review this sample agreement carefully. **The Ann Arbor Affordable Housing Corporation will not entertain changes to its 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. COST LIABILITY

The AAHC assumes no responsibility or liability for costs incurred by the bidder prior to the execution of an Agreement. The liability of 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.

J. 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 AAHC Executive Director within five (5) business days of the award action (Jennifer Hall, jhall@a2gov.org). The bidder must clearly state the reasons for the protest.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated Contacts provided herein. Attempts by the bidder to initiate contact with anyone other than the Designated 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 anticipated schedule for this RFP process (subject to change).

Activity/Event	Anticipated Date
Mandatory Pre-Proposal Meeting	January 24 th , 2024 at 2:00 p.m. (local Time)
Written Question Deadline	January 31 st , 2024 at 2:00 p.m. (local Time)
Addenda Published (if needed)	Week of February 5 th 2024
Proposal Due Date	February 15 th , 2024 at 2:00 p.m. (local Time)

Selection/Negotiations Week of February 19th 2024

Expected AAHC Authorizations Week of February 26th 2024

The above schedule is for information purposes only and is subject to change at the AAHC'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 Ann Arbor Housing Commission 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. 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.

S. 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.

SECTION II - SCOPE OF WORK

Project design specifications and drawings are attached here as Exhibit A.

A. SCOPE OF WORK

The project involves installation of a new fire alarm system throughout the building based on the attached drawings and specifications. A Honeywell Notifier system has been selected; alternative fire alarm systems will not be considered.

All existing central fire alarm system devices, equipment, wiring and other associated items that are not required for a complete system are to be removed by the Contractor. The existing smoke detectors are to remain. The Contractor will patch and paint the locations where the old system components are removed to match the adjacent finishes.

All exposed wiring which is not above a lay-in acoustical ceiling will be run in newly installed EMT conduit or wiremold. All wiring that is to be run above a lay-in acoustical ceiling (corridors) can either be run in newly installed EMT conduit or J-hooks in a neat and workman like manner. Contractor to submit shop drawings showing proposed routing of conduit and wiring for approval prior to starting work.

The drywall joint compound and textured ceiling finish at Lurie Terrace are considered Asbestos Containing Material (ACM). Contractor to hire a licensed asbestos abatement and testing subcontractor for wall and ceiling penetrations and/or anchoring into ACM. This will require an industrial hygienist to perform continual air monitoring during abatement activities as the building will be occupied during construction.

Follow this link to the [Lurie Terrace Asbestos Report](#) is also included as Exhibit B.

B. POST AWARD NEXT STEPS WITH SELECTED BIDDER

1. Visit the project site in March 2024 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

As of the date of this RFP, all work performed under this Contract shall be performed in accordance with all applicable codes, including but not limited to the following. This is subject to change and the codes enforced at the time of construction by the City of Ann Arbor will govern:

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 AAHC 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 / Negotiable 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 Affordable Housing Corporation.

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 Affordable Housing Corporation, 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 Affordable Housing Corporation.

G. Attachments

Legal Status of Bidder and any additional attachments should be completed and 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 Affordable Housing Corporation 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 Affordable Housing Corporation. 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 Affordable Housing Corporation, if suitable proposals are received.

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

The Ann Arbor Affordable Housing Corporation 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.

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 and/or the City of Ann Arbor web site 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 Affordable Housing Corporation 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 – Legal Status of Bidder

Exhibit A – Project Drawings and Specifications

Exhibit B – Asbestos Containing Materials Inspection Report dated June 1, 2023

ATTACHMENT A

CONTRACT

BETWEEN

THE ANN ARBOR AFFORDABLE HOUSING CORPORATION

AND

CONTRACTOR NAME

INTRODUCTION

This contract by and between the Ann Arbor Affordable Housing Corporation (hereinafter "AAAHC" 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 workday). 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 Housing Commission (HC):** Any reference herein or within any appendix to the "Housing Commission" shall be interpreted to mean the same as the AAHC or its affiliated legal entity, the Ann Arbor Affordable Housing 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: [full, detailed scope of work placed in Appendix No. 1].** Said services shall be provided on the dates and times determined by the HC at the designated HC community and facilities.

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 must be as negotiated between Contractor and the AAHC.

Contractor exceeds the NTE amount at the Contractor's 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:

**Ann Arbor Affordable Housing Corporation
HCaccountspayable@a2gov.org
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 Contractor complies with the applicable provisions of this contract.

3.0 HC's Obligations: The HC agrees to purchase the specific services detailed herein and:

3.1 Agrees to not assign work to the Contractor outside the scope of services without the prior written approval of the HC's Executive Director and the Contractor.

4.0 Contractor's Obligations: Contractor agrees to provide the specific services detailed herein:

4.1 Supervision and Oversight: 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: 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. "Qualified Personnel" includes Contractor's employees, subcontractors, and agents.

4.2.1 The AAHC will have the right to require the Contractor to remove any personnel deemed incompetent, careless or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the AAHC. The decision of the HC will be final as to what constitutes incompetent or objectionable behavior.

4.2.2 All personnel employed by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense and untrained individuals will not be brought into the premises for so-called "ON THE JOB" training.

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 Insurance Requirements:

4.4.1 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 HC from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract.

4.4.1.1 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 HCy.

4.4.1.2 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.

4.4.2 The Certificate shall specifically name the ANN ARBOR AFFORDALBE HOUSING 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 Commission, and Ann Arbor Affordable Housing Corporation, acting by and through the Ann Arbor Housing Commission."**

4.4.3 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.

4.4.4 The limits of insurance shall not be less than the following:

4.4.4.1 Policy of General Liability Insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate together with damage to premises and fire

damage of \$300,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000.

- 4.4.4.2** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000 with a deductible of not greater than \$1,000, when applicable;
- 4.4.4.3** 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.
- 4.4.4.4** Worker's compensation coverage evidencing carrier and coverage amount required by the State of Michigan.
- 4.4.4.5** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HC:

ANN ARBOR AFFORDABLE HOUSING CORPORATION
FINANCIAL DEPARTMENT
HCAccountspayable@a2gov.org
734 794-6720
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** If other than an individual/sole proprietor, 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.
- 4.6.2** Contractor agrees to promptly disclose to the HC any licensure suspension or revocation that adversely affect its capacity to perform this contract. Contractor's failure to immediately disclose such issue to the HC will constitute a material breach of this contract.
- 4.6.3** Contractor 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 undergoes during the term(s) of this contract. Contractor's failure to immediately disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy 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.

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 and Venue: 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. This agreement may be executed in multiple counterparts which shall be considered binding.

7.2 Interest of Contractor and the Housing 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:

8.1 All legal notices submitted to the HC by the Contractor pursuant to this contract shall be in writing via email, facsimile or other electronic means and delivered to the attention of the following person representing the HC:

**ANN ARBOR HOUSING COMMISSION
ATTN: EXECUTIVE DIRECTOR
JHALL@A2GOV.ORG
2000 S. INDUSTRIAL HWY
ANN ARBOR, MI 48104
Ph. 734-794-6720
Fax 734-996-3018**

8.2 All legal notices submitted to the Contractor pursuant to this contract shall be in writing via email, facsimile or other electronic means and delivered to the attention of:

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

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

9.1 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 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 30 days, respond in writing (the HC reserves the right, if conditions warrant, to require the Contractor to respond in a shorter period of time). HC shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

9.1.1 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 the cause of and justification for the termination.

9.1.2 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. 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).

9.1.3 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).

9.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

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

9.3 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.

9.4 Access to Records: Access 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.

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

9.6 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.

10.0 Additional Considerations:

10.1 Non-Escalation: Unless otherwise specified within a Request for Proposal or Quote document, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

10.2 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.

10.3 Unless otherwise stated in a Request for Proposal or Quote document, all local, State or Federal permits which may be required to provide the services ensuing from award of this contract, regardless of whether they are known to HC or Contractor at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs submitted by the Contractor in response to a Request for Proposal or Quote shall reflect all costs required by the Contractor to procure and provide such necessary permits.

10.5 Taxes: The Housing Commission is exempt from paying Michigan State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. MI

10.6 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 MIOSHA) and environmental control (EPA and City of Ann Arbor Pollution Regulations) and any other ordinance, code, law or regulation. 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 ordinance, code, law or regulations that may occur.

10.7 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 location(s) specified within the proposal.

10.7.1 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 Contractor. Upon default, Contractor agrees that the HC may, at its option, rescind this contract under the default clause herein and seek compensatory damages as provided by law.

10.8 Backorders:

10.8.1 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.

10.8.2 Unless otherwise stipulated in the contract, if any order will be delayed more than 10 days past the original agreed upon delivery date, the HC may at its option cancel the order, if, in the opinion of the HC PM, it is in the best interests of the HC to do so.

10.9 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 its 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.

10.9.1 The Contractor shall be responsible for repairing any unintentional damage that the Contractor causes during the course of the Contractor's work. Such damages include, but are not limited to, ruts caused by machinery or breaking paving materials not included in this contract.

10.10 Official, Agent and Employees of the HC Not Personally Liable: No 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, or for any statement, representation or warranty made herein or in any connection with this agreement.

10.11 Sub-Contractors: Unless otherwise stated, 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.

10.12 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 shall 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.

10.13 Attorney Fees: In the event that litigation is commenced by one party 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 attorney fees shall be taxed to the Contractor as costs of the suit, unless prohibited by law.

10.14 Independent Contractor: 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.

10.15 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.

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

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

10.18 Indemnification:

10.18.1 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.

10.18.2 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.

10.18.3 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.

10.18.4 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.

11.0 Appendices:

11.1 The following noted documents are placed under each of the noted appendix and are a

part of this contract:

Appendix No. 1: Scope of Work

Appendix No. 2: Contractor Certification of Asbestos-Free Product Installation

11.2 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 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 supercede any requirement(s) within a higher listed item), except as otherwise required by law.

11.3 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.

12.0 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 detailed herein:

By: _____ **DATE:** _____

**FIRST LAST
TITLE
ENTITY
ADDRESS LINE 1
ADDRESS LINE 2
EMAIL
PHONE**

By: _____ **DATE:** _____

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

Appendix No. 1: Full Scope of Work

Addendix 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

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
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):

* 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