

# CITY OF DEARBORN

*Home Town of Henry Ford*

JOHN B. O'REILLY, JR., MAYOR



## INVITATION TO BID FOR THE REHABILITATION OF 801 MAYBURN CONTROL NO. 111397

Issue Date: July 16, 2012

**Mandatory Pre-bid Conference:** **July 25, 2012 at 9:30 A.M. Local Time**  
Meeting Location Address: 801 Mayburn, Dearborn, MI 48128

Pre-bid Question Deadline: August 01, 2012 at 3:00 P.M. Local Time

**Bid Deadline:** **August 08, 2012 at 3:00 P.M. Local Time**  
**City of Dearborn**  
**Purchasing Division**  
**4500 Maple Street**  
**Dearborn, MI 48126**

Purchasing Contact: Terri Genette, Buyer  
Phone: (313) 943-2485  
Fax: (313) 943-2420  
Email: [tgenette@ci.dearborn.mi.us](mailto:tgenette@ci.dearborn.mi.us)

**DESCRIPTION:** Bids are being solicited for the one-time rehabilitation/renovation services of the city-owned residential property located at 801 Mayburn, Dearborn, MI. 48128, for the City of Dearborn under the Wayne County HOME Consortia Program.

This solicitation, along with all Attachments may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at [www.mitn.info](http://www.mitn.info). Note: Any and all Addenda issued by the City of Dearborn must be viewed or downloaded from the above listed websites.

Bids must be time stamped by the Purchasing Division by the exact date and time indicated above. Late bids will not be accepted. Bids will be opened shortly after the Bid Deadline.

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## INSTRUCTIONS

- 1) **BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Respondents are advised to rely only upon the contents of this ITB and accompanying documents and any written clarifications or addenda issued by the City of Dearborn Purchasing Division. If a Respondent finds a discrepancy, error or omission in the ITB package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this ITB, so that written clarification may be sent to all prospective Respondents. **THE CITY OF DEARBORN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
  - a) All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document.
  - b) No communication is permitted between Respondents and other City of Dearborn Departments or Divisions prior to the award of the bid unless sanctioned by the Purchasing Division.
- 2) **PRE-BID MEETING:** A pre-bid meeting concerning this ITB may be held. If so, the date, time and location will be indicated on the cover of this ITB. Staff will be available at this meeting to answer questions about this ITB. **Attendance at the meeting is mandatory.**
- 3) **ITB MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this ITB at the discretion of the City. Any and all Addenda issued by the City will be posted as noted on the Cover Page of this document. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge Addenda on the Bid Form of this ITB. Failure to acknowledge Addenda shall result in your Bid being deemed non-responsive and rejected without any further evaluation. If any changes are made to this ITB document by any party other than the City, the original ITB document and associated Addenda in the City's files shall take precedence
- 4) **BID SUBMISSION:**
  - a) The Respondent must include the following items, or the bid may be deemed non-responsive:
    - i) All forms contained in this ITB, fully completed
    - ii) Evidence that the Minimum Qualifications listed in the Specifications/Scope of Work are met.
    - iii) Bid Deposit (Bond) in the amount of 5% of the Grand Total.
  - b) Bids must be submitted to the Purchasing Division, City of Dearborn 4500 Maple Street, Dearborn MI 48126, (313) 943-2375, by the date and time indicated as the deadline. The Purchasing Division time stamp will determine the official receipt time. It is each Respondent's responsibility to ensure that its bid is time stamped by the Purchasing Division by the deadline. This responsibility rests entirely with the Respondent, regardless of delays resulting from postal or courier services or for any other reasons. Bids will be accepted at any time during the normal course of business only, being 8:00 a.m. to 4:30 p.m. Local Time, Monday through Friday, legal holidays excepted. Bids will be opened and read aloud shortly after the bid deadline. Late bids received by the City of Dearborn will be returned unopened to the Respondent.
  - c) Bids must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: ITB Title, Control Number, Deadline and Respondent's name, address, phone, fax and contact name.
  - d) **Submission of a bid establishes a conclusive presumption that the Respondent is thoroughly familiar with the Invitation to Bid (ITB), and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein. Businesses that have done work for the City of Dearborn are not exempt from submitting required documents or meeting other requirements listed in this ITB.**
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.

- f) Bids sent by facsimile or other electronic means will not be considered unless specifically authorized in this ITB.
  - g) All costs incurred in the preparation and presentation of the bid is the Respondent's sole responsibility; no pre-bid costs will be reimbursed to any Respondent. All documentation submitted with the bid will become the property of the City of Dearborn.
  - h) Bids must be held firm for a minimum of 120 days.
- 5) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 6) **DUPLICATE BIDS:** No more than one (1) bid from any Respondent, including its subsidiaries, affiliated companies and franchises will be considered by the City. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 7) **REJECTION:** The City of Dearborn reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Purchasing Agent that the best interest of the City of Dearborn will be served by doing so. If all Bids are rejected by the City of Dearborn, notice will be posted on the Michigan Intergovernmental Trade Network (MITN) website as noted on the Cover Page of this document. No Bid will be considered from any person, firm or corporation in arrears or in default to the City of Dearborn on any contract, debt, or other obligation, or if the Respondent is debarred by the City of Dearborn from consideration for a contract award, or if Respondent has committed a violation of the City of Dearborn's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Dearborn will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Dearborn.
- 9) **BID SIGNATURES:** Bids must be signed **in ink** by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the City of Dearborn if the Respondent is determined to be the lowest responsive and responsible respondent.
- 10) **CONTRACT AWARD:** The City of Dearborn reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible Respondent. All bids must be firm for at least 120 days from the due date of the bid. The apparent successful Respondent will be notified at the earliest possible date of the recommendation to award a contract. Award decisions may be subject to approval by the City Council, Mayor, and Corporation Counsel.
- 11) **NO-BID RESPONSE:** For those businesses who receive this ITB but who do not submit a bid, it would help the City of Dearborn if you would please return a notice of why you have chosen not to bid.
- 12) **FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **BID DEPOSIT RETURNS:** In submitting this sealed bid it is understood that the right is reserved by the City of Dearborn to reject any or all bids. It is agreed that this bid may not be withdrawn for one hundred twenty (120) days from the opening. Bids which are withdrawn will result in forfeiture of the bid deposit. The bid deposit of all except the two (2) lowest respondents will be returned within 72 hours after opening of bids. The bid deposit of the second low respondent will be returned within 48 hours after the Dearborn City Council has awarded a contract. The bid deposit of the successful respondent will be returned within 48 hours after same has executed the contract

## SPECIFICATIONS/SCOPE OF WORK

- 1) **INTRODUCTION:** Through this Invitation to Bid (ITB), the City of Dearborn hereby invites businesses that meet the qualifications set forth herein to submit bids to provide housing rehabilitation services for the residential property located at 801 Mayburn, Dearborn, MI 48128 for the City of Dearborn (City of Dearborn).
- 2) **GENERAL INFORMATION:** This renovation project is part of the City of Dearborn's Neighborhood Stabilization Plan. The plan is guided by the Neighborhood Stabilization Program Principals which are as follows:
  - Promote homeownership.
  - Protect, enhance, and reinforce the value of adjacent residential properties.
  - Provide modern housing amenities while preserving and respecting the neighborhood character.
  - Promote sustainable, affordable housing that includes energy efficient and environment friendly features and components

**Note 1:** *Contract General Conditions specifically related to lead-based paint hazard reduction are typed in italic text. Please refer to page 1 of ITB Attachment 1 for LBP applicability to this project.*

City of Dearborn, Contract Administration: The City of Dearborn has assigned Phillip Delage as the Housing Rehabilitation Programs Representative (HRP Representative) for this project. The HRP Representative will prepare Change Orders when modification/interpretation of the contract documents is necessary. The HRP Representative will review payment requests submitted by the Contractor, certify the amounts due the Contractor, and process them for payment according to the terms of the contract documents. During the bidding process all communication must be directed to the City of Dearborn's Purchasing Department.

- 3) **MINIMUM QUALIFICATIONS:** Respondents (specifically, the business that will be contractually bound under the contract with the City of Dearborn) will be deemed nonresponsive and rejected without any further evaluation if they, as a business, do not meet the following qualifications:
  - a) The Respondent and each of its subcontractors must (each) have three (3) years experience providing renovation services as listed in this document (for subcontractors, experience must be relative to the type of work being performed). Verification of experience shall be provided in the form of three (3) references (spanning a minimum of 3 years) which must be listed in the Verification of References form contained in this ITB.
  - b) The Respondent and its subcontractors must have all required State of Michigan Builders Licenses and applicable Lead-Based Paint Certifications in effect at the time a bid response is submitted and must remain valid while working on such projects for the City. The Respondent will be required to obtain City of Dearborn Business License (s) as required, pending the type of work performed.
  - c) The Respondent and its subcontractors must not be listed on the Federal Excluded Parties List. Respondent (prime contractors) may verify their subcontractors by checking the following website: <https://www.epls.gov/epls/search.do>
  - d) The City of Dearborn has an established list of contractors; any contractors who are not on the current list may still bid but are required to complete the attached "Contractor Questionnaire" (pg. 31 of this document) and submit it with their bid.

**4) SCOPE OF SERVICES:** The successful Respondent (Contractor) shall be required to provide all materials, supplies, labor, etc., to perform the rehabilitation services as stated in the attached specifications of this ITB (Attachment 1, Section 5, entitled "Job Specifications").

**a) General**

- i) Unless otherwise indicated in the detailed work specifications, the Property Owner (City of Dearborn) shall provide water and electricity service at no charge to the Contractor while performing the outlined rehabilitation services. During the cold weather season, the City of Dearborn shall provide and maintain adequate heat (if available) in the working area. In occupied buildings, the utilities shall not be disrupted without the approval of the occupants.
- ii) Once the work commences the Contractor shall have free access to all parts of the premises requiring work, Monday through Friday during normal daytime hours, unless otherwise agreed.
- iii) The Contractor shall consult with the HRP Representative in determining work schedules and sequence of work. The Contractor shall take necessary and reasonable precautions to protect living quarters during operations. The Contractor shall discuss any site related safety issues with the HRP Representative prior to construction.
- iv) Protection of small or valuable furniture, furnishings, accessories and personal belongings is not the responsibility of the Contractor unless specifically listed in the Specifications. The City of Dearborn shall cooperate with the Contractor by removing or relocating rugs, coverings, furniture, or other personal property as necessary.
- v) City of Dearborn decisions will be made promptly to avoid delay of the work. All such decisions, including color and style choices, shall be acknowledged in writing. The HRP Representative's initials and date of decision are sufficient acknowledgement.
- vi) The HRP Representative (or his designee) will inspect the work in progress periodically to ensure its conformance with the contract documents. The HRP Representative will communicate the results of these inspections to the Contractor and will advise of any action required. The HRP Representative will have authority to reject work that does not conform to the contract documents. Satisfactory interim inspections performed by the HRP Representative are not a release of claims against the Contractor for non-conforming work.
- vii) If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents, the HRP Representative, by a written order, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
- viii) Under normal circumstances, the HRP Representative shall not direct, give orders, or interfere with workers on the job. Whenever possible, the HRP Representative shall communicate directly with the Contractor's authorized representative or on-site supervisors.
- ix) *During lead hazard reduction work, only workers trained in lead hazard reduction may enter the worksite. This means that neither owners nor occupants are permitted to enter the worksite during the day or night, until the worksite has passed a clearance examination.*
- x) *Most often, furniture and occupant belongings can be covered and sealed with protective plastic sheeting. Storage of major furniture and removal of all small furnishings during the hazardous materials reduction work may sometimes be necessary. The owners are responsible for carefully packing all breakables; removing all clothing from closets, etc.*
- xi) *If the project requires extensive lead hazard reduction activities, the occupants must be temporarily relocated. Re-entry is permitted only after such activities are completed, the unit has passed a clearance examination, and the HRP Representative has issued an Authorization for Re-Occupancy.*

**b) Codes, Permits, Regulations, Contractor Qualifications**

- i) The Contractor shall be licensed in the State of Michigan as a Residential Builder. *All contractors, subcontractors, and employees involved in Lead Hazard Reduction activities shall be trained and certified according to State of Michigan, US Department of Housing and Urban Development and Environmental Protection Agency requirements; and, must provide documentation prior to contract approval.*
- ii) The Contractor shall obtain and pay for all permits, licenses, inspections and re-inspections, shall give all notices, pay all fees and comply with all laws, ordinances, rules, and regulations bearing on this work. Strict compliance with local codes and ordinances shall be observed in all phases of the work. The Contractor shall perform all work in conformance with applicable local codes and ordinances whether or not covered by the specifications and drawings for the work. If the work of the Contractor is performed contrary to such laws, ordinances, rules, and regulations, the Contractor shall bear all costs, penalties, fines, or judgments arising there from.
- iii) The Contractor shall prepare (or cause to be prepared) and provide any drawings or supporting documents that are required to accompany applications for permits.
- iv) *The Contractor is specially trained in the safe work practices and lead hazard reduction and agrees to hold the City of Dearborn and its agents and employees harmless in the event of any fines from federal, state, or local agencies controlling the lead hazards reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the state office of lead hazard control, and any other governmental agency having jurisdiction over the lead hazard reduction work.*

**c) Material and Workmanship**

- i) The Contractor is solely responsible for the construction methods, sequence of work, procedures and coordination of the work. If the Contractor objects to the use of any specified materials, appliances, or methods, he shall make a report of said objections to the HRP Representative for possible adjustment.
- ii) The Contractor shall supervise and direct the work with the attention and skill required, and is responsible to the City of Dearborn for the acts and omissions of any persons performing portions of the work. The Contractor is responsible for the order, discipline and safety of the workers on the site. The Contractor shall not permit the employment of workers unfit or unskilled in tasks assigned them.
- iii) The Contractor shall provide and pay for all materials, labor, tools, equipment, technical personnel, supervision and services necessary for the completion of the work. The Contractor shall provide all incidental items required as part of his work, without charge, even though not particularly specified or indicated.
- iv) All work must be applied in accordance with the manufacturer's latest instructions. Any variation in the specifications and the manufacturer's instructions must be called to the attention of the HRP Representative.
- v) All material installed shall be new (unless otherwise specified). All work is to be a finished product unless specified to the contrary. If requested, the Contractor shall furnish evidence as to kind and quality of materials.
- vi) Whenever the job specifications name a specific product brand or material, the Contractor may substitute an equivalent brand or material subject to the review and approval of the HRP Representative.
- vii) Contractor is responsible to finish grade, seed, straw, and restore all landscape unless otherwise specified in the contract.

- viii) Materials and/or workmanship failing to meet these requirements shall be removed and replaced at the Contractor's expense. Acceptance of materials and/or workmanship by the City of Dearborn prior to completion of the contract does not relieve the Contractor from the obligation to produce materials and/or workmanship in first class condition at the completion of the contract.
- d) **Prohibited Methods of Paint Removal** (Prohibited Methods of Paint Removal per Federal Law CFR Title 24(HUD), Subtitle A, Part 35, Subpart B, §35.140):
  - i) The following methods shall not be used to remove paint that is, or may be, lead-based paint:
  - ii) Open flame burning or torching.
  - iii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
  - iv) Abrasive blasting or sandblasting without HEPA local exhaust control.
  - v) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
  - vi) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq.m.) on exterior surfaces.
  - vii) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.
- e) **Asbestos Removal**
  - i) When asbestos is affected by the job specifications and is present in quantities that require certified removal and disposal, this service must be performed by individuals and organizations licensed to perform the task. Invoices for this project must identify the provider of this service, including license number, after removal air quality moisture report and disposal receipt.
- f) **Protection of Work/Property/Persons**
  - i) The Contractor is responsible for implementing effective safety precautions on and around the worksite to protect workers and other persons who might be affected. The types of precautions include, but are not limited to:
  - ii) Warning signs and barriers;
  - iii) Enforcing safety regulations and good work practices;
  - iv) Notifying City of Dearborn and representatives of adjacent properties, utilities, and public safety agencies of work posing a hazard;
  - v) Controlling particles and fumes at their source;
  - vi) Identification of known pollutants and toxins, followed by appropriate action;
  - vii) Safe storage of materials and supplies;
  - viii) Maintaining means of extinguishing fires on site;
  - ix) Adequate warning systems and evacuation procedures;
  - x) Protective materials and equipment typically associated with various portions of the work; and maintaining first aid supplies on the site.



- xi) Job Site Protection: General and subcontractors shall cover all carpets, rugs and furniture in their working area with drop cloths. No combustible materials or other fire hazards shall be left overnight or allowed to accumulate.
- xii) Weather Protection: The Contractor shall provide constant protection against rain, windstorms, frost or heat so as to maintain work, materials, apparatus, and fixtures free from injury or damage. At the end of each day's work, the Contractor will cover work likely to be damaged.
- xiii) Repairs: Repairs shall be made at no additional cost to the City of Dearborn to all surfaces disturbed or damaged by the Contractor resulting from his work. Such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.
- xiv) Daily Clean Up: The Contractor shall keep the premises clean and orderly during the course of the work. All debris shall be removed on a continuous basis and not be allowed to accumulate.
- xv) Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

**g) Lead-Safe Work Practices**

- i) *Prohibited methods of paint removal described previously shall not be used.*
- ii) *All workers involved in lead hazard reduction activities or entering a lead hazard worksite (the immediate vicinity of a lead hazard activity) must be supervised by an individual certified as a lead-based paint abatement supervisor or have successfully completed HUD-approved training in lead-safe work practices (§35.1330(a)(4)).*
- iii) *Occupant Protection: The Contractor shall protect Occupants and their possessions in accordance with U. S. Department of Housing and Urban Development standards (§35.1345).*
- iv) *Worksite Preparation: The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed.*
- v) *Appropriate warning signs shall be placed at each room entry, main entry, or secondary entry, as applicable.*
- vi) *Specialized Cleaning: After hazard reduction activities are complete, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust lead hazards (such as HEPA vacuums and lead-specific detergents).*

**h) Changes in the Work**

- i) Prior to contract execution, the Contractor visited the site, examined all structures, and compared the written specifications with existing field conditions. The Contractor is responsible for all unusual conditions or deviations that existed at the time of his examination. Any such unusual conditions or deviations are reflected in the Contractor's bid price.
- ii) No extra compensation will be allowed because of differences between actual measurements and dimensions shown on the specifications. Such differences were considered before the bid and are reflected in the Contractor's bid price.
- iii) During the course of repairs, the Contractor shall notify the HRP Representative of any condition or repair not covered in the specifications that is necessary for satisfactory completion or basic building code compliance. Defects that become evident as the work progresses shall be reported not concealed.

- iv) After execution of the contract, changes in the work may be accomplished by written change order. A change order is an agreement prepared by the HRP Representative, and signed by the HRP Representative and the Contractor, modifying the work. It contains a description of the modification, the extent of adjustment in the contract time, and the amount of the adjustment in the contract sum. The Contractor may proceed with the change upon receipt of the properly executed change order. (Note: in certain circumstances, City Council approval may be required before the HRP Representative can execute a change order.)
- v) The Contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the Contractor shall notify the HRP Representative. If warranted, a change order will be negotiated.
- vi) Delays caused by strikes, acts of the City of Dearborn, or by events and conditions not reasonably foreseeable and not the fault of the Contractor, will be reason for an extension of time commensurate with such period of delay.
- vii) Emergency Changes: A Contractor may perform work not included in the contract documents in order to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The HRP Representative shall be notified immediately afterward. A change order will then be negotiated and executed for the work performed and for work remaining, if any.
- viii) Minor Changes (Field Orders): The HRP Representative may verbally authorize minor changes in the work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the contract sum or be inconsistent with the intent of the contract documents.

**i) Lead Hazards Clearance**

- i) *If the extent of the lead hazard remediation work requires relocation of the occupants, the Contractor agrees that completion of the lead hazard work within the number of days specified in the work schedule is essential. The Contractor may be assessed liquidated damages in the amount of \$75 (\$150 for households of five or more) for each day the lead hazard work is not complete as agreed.*
- ii) *Upon completion of lead hazard reduction activities (as identified in the work schedule), the Contractor shall clean all exposed interior surfaces using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead-specific detergents or equivalent. Clearance may not be performed sooner than one hour after completion of this cleanup.*
- iii) *Clearance will be performed by state certified personnel or state certified consultants of the City of Dearborn. Clearance examinations shall include a visual assessment, dust sampling, submission of samples for analysis for lead, interpretation of sampling results, and preparation of a report.*
- iv) *Clearance samples will be sent to a National Lead Laboratory Accreditation Program (NLLAP) laboratory for analysis (average 3-day turnaround is anticipated). Clearance samples must meet thresholds established by the State of Michigan, the U. S. Department of Housing and Urban Development, and the U. S. Environmental Protection Agency, whichever is more stringent, prior to re-occupancy.*
- v) *If a component (such as a floor or window sill) fails to meet applicable clearance dust standards, the component that failed and similar un-sampled components must be re-cleaned (or treated by hazard reduction) and retested until the applicable clearance threshold has been achieved.*

- vi) *Unless otherwise documented in the work specification, the City of Dearborn will bear the cost of the initial clearance examination only. Actual costs for retesting failed components, including laboratory analysis and shipping costs shall be deducted from the contract balance. If a component(s) fails more than once, an examiner fee of \$50 will also be deducted from the contract balance for each additional test.*

**j) Final Inspection**

- i) Prior to requesting a final inspection, the Contractor shall inspect the property to be certain that all items have been properly completed. During the final inspection, if it is discovered that one or more specification items have not been addressed, the Contractor agrees that liquidated damages in the amount of \$125 will be assessed against the contract balance. (Liquidated damages are in addition to local inspection/re-inspection fees.)
- ii) A final inspection of all work specified, whether performed under permit or not, shall be conducted by the HRP Representative and by City of Dearborn building inspectors. These inspections are conducted to determine compliance with the work specifications, local building code, and other laws enforced by the City of Dearborn.
- iii) The final inspection may result in a punch list of specification items that were not completed properly. The Contractor will be afforded a reasonable period of time to properly complete the items on the punch list and request a follow-up inspection. If the Contractor fails the total and proper completion of all punch list items at the follow-up inspection, the Contractor agrees that liquidated damages in the amount of \$75 may be assessed against the contract balance. Each subsequent failed inspection shall result in liquidated damages of \$150, to be assessed against the contract balance. (Liquidated damages are in addition to local inspection/re-inspection fees.)

**k) Time of Performance**

- i) The services of the Contractor shall commence within 15 calendar days of the contract award. (Commencement shall mean the beginning of work at the project site. Off-site preparations and materials ordering shall not indicate commencement). In order to meet this timeframe, the Contractor is expected to promptly apply for building permits as required for the contracted work.
- ii) The services of the Contractor shall be completed within **120 calendar days** of the contract award.
- iii) Time is of the essence. If the contracted services are not completed within the time period specified, the Contractor may be assessed the amount of \$125 (one hundred and twenty five dollars) for each day the work is not substantially completed, unless an extension is granted in writing by the HRP Representative. These liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

## SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. **SUBMISSION REQUIREMENTS:** You must submit your original signed bid and three (3) signed copies by the bid deadline. The original bid and all copies must be sealed together.
2. **PRICING:** In cases where discrepancies are found on the price page when computing the total amount on the price sheet, the unit price shall prevail.
3. **MINORITY-OWNED BUSINESS GOALS:** Contractors are encouraged to subcontract and/or purchase materials from minority and women-owned businesses.
4. **BID DEPOSIT (BOND):** A bid bond (cashier's check, certified check or bid bond) in the amount of 5% of the Grand Total is required from all Respondents upon submission of bid.
5. **PAYMENT BOND:** The Contractor shall furnish the City a bond with a corporate surety acceptable to the City in the amount equal to one hundred percent (100%) of the annual Contract value. The bond must be valid and non-cancelable for the contract period. The initial payment bond must be submitted when the contract is executed. The bond shall be bound unto the people of the City of Dearborn; with a surety company authorized to do business in the State of Michigan and is included in the State of Michigan Authorized Surety Company Listing.
6. **PERFORMANCE BOND:** The Contractor shall furnish the City a bond with a corporate surety acceptable to the City in the amount equal to one hundred percent (100%) of the annual Contract value. The bond must be valid and non-cancelable for the contract period. The performance bond must be submitted when the contract is executed. The bond shall be bound unto the City of Dearborn; with a surety company authorized to do business in the State of Michigan and is included in the State of Michigan Authorized Surety Company Listing.
7. **ADDITIONAL PAST PERFORMANCE & ADDITIONAL INVESTIGATIONS:** The City of Dearborn reserves the right to make additional investigations into a Bidder and may consider the past performance of the Bidder on other contracts with the City or other entities when making an award decision.
8. **ESTIMATED QUANTITIES:** The City of Dearborn reserves the right to increase or decrease the scope of work as circumstances may require.
9. **EQUALS:** Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions of purchases and/or required specifications, must adequately define the exception and/or alternate submitted. If no exceptions are taken, the City of Dearborn will expect and require complete compliance with the brands, specifications and conditions of purchase. The City of Dearborn has the sole right to determine what constitutes an equal.
10. **SAMPLES:** The City of Dearborn has the right to request samples from the lowest responsive responsible respondent. The requested samples must be provided within two (2) business days of the request by the City of Dearborn, or the bid may be considered nonresponsive.
11. **CONTRACT AWARD:** This contract is intended to be awarded to the bidder with the lowest responsible and responsive bid. The City of Dearborn reserves the right to award by item, or as a whole; whichever it deems to be in its best interest.
12. **CONTRACT PAYMENTS:** Under ordinary circumstances, the Contractor will be paid the contract price in one lump sum after the work is satisfactorily completed. Multi-purpose contracts (involving more than one trade) in excess of \$10,000 are eligible for progress payments upon completion of each trade section of the contract, or a single progress payment upon completion of not less than 50% of the contracted work. Such progress payments shall be disbursed after inspection and approval of the work by the HRP Representative (or designee), less a retainage of 10% of the price of the work completed. Payments may be withheld if:
  - a. Defective work is not remedied
  - b. Claims are filed

- c. Contractor fails to make proper payments to subcontractors, or for labor, material, or equipment;
- d. Damage to the property; and/or,
- e. Contracted work is not carried out in accordance with the contract documents.
- f. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except any previously made and still unsettled.

**13. CONTRACTOR AFFIDAVIT:** Neither the final payment nor any part of the retained percentage shall become due until the Contractor submits his invoice, guarantees and warranties, sworn statements and waivers of liens (including those of subcontractors, laborers and materials suppliers) to the HRP Representative.

- a. Prior to final payment by the City of Dearborn, the Contractor shall affirm in writing that there are no liens or claims filed against the Contractor or City of Dearborn related to materials, labor or services supplied on this or any other project in which the Contractor was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.
- b. Upon such final payment, the Contractor shall provide to the City of Dearborn a Final Release of Lien stating that the Contractor has no further claims or liens against the City of Dearborn for materials or labor supplied under this Agreement.

**14. COMPLIANCE WITH SPECIAL LAWS:** The work performed must be completed in compliance with all the terms and provisions of federal, state and local laws, ordinances and regulations including, but not limited to the following:

- a. Federal Executive Order 11246 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).
- b. The Contractor agrees to provide Equal Opportunity to all persons and small businesses, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability. This provision applies but is not limited to recruitment, recruitment advertising, employment, training, layoff, promotion, demotion, and transfer. To the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of the project area.
- c. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29CFR Part 5).
- d. For contracts in excess of \$100,000-- "**Section 3**" of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that, to the greatest extent feasible, employment and training opportunities generated, in whole or in part, by the activity performed under this contract shall be directed toward "Section 3" residents (low and very low income residents; particularly, persons in public assisted housing, persons in the neighborhood served by the contract, participants in HUD Youth build programs and homeless persons).
  - i. The contractor agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3; as evidenced by their execution of the contract, the contractor certifies that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - ii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and

will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- iii. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - iv. The contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - v. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- e. Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR 3).
  - f. Federal Occupational Safety and Health Act, Public Law 91-596. Stat. 1590.
  - g. The Contractor (and subcontractors) shall not be debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
  - h. *HUD 24 CFR, Part 35, et al: Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance (September 15, 1999).*
  - i. EPA 40 CFR Part 745, Renovation, Repair and Painting (RRP) Rule (effective April 22, 2010).
  - j. *Section 403 of the Toxic Substances Control Act, as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (supplemented by 40 CFR 745).*
  - k. For contracts in excess of \$100,000: Compliance with all applicable standards, orders, or requirements under section 306 of the Clean Air Act (42 USC 1857h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). All violations must be reported to the City, the US Department of Housing and Urban Development, and the US-EPA Assistant Administrator for Enforcement (EN-329).
  - l. Michigan Occupational Safety and Health Act (MIOSHA), Public Act 154 of 1974, as amended.
  - m. Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - n. The Federal awarding agency and the City of Dearborn reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to

- authorize others to use, for Federal or Local Government purposes: a) the copyright/patent in any work developed under this contract; and b) any rights of copyright/patent to which the contractor purchases ownership under this contract.
- o. For contracts that include performance of experimental, developmental, or research work, the Federal Government and the City of Dearborn shall retain rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grant, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
  - p. City of Dearborn Building Code (Code of Ordinances Chapter 5, Buildings and Building Regulations).
  - q. The Contractor shall provide data necessary, in prescribed formats, for completion of equal employment opportunity reports, minority business enterprise reports, wage and labor standard reports, and such other reports that the federal agency or the City of Dearborn determines are necessary to carry out responsibilities under applicable laws.
  - r. The Contractor shall execute written contracts with all Subcontractors utilized. Each subcontract shall contain all certifications and compliance provisions as contained in this ITB. Subcontractors must agree to, and comply with all requirements imposed upon the prime contractor, regardless of the dollar amount of the subcontract.

#### **15. DEBARMENT AND SUSPENSION:**

- a. The CONTRACTOR certifies to the best of its knowledge and belief, that:
  - i. The CONTRACTOR and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - ii. The CONTRACTOR and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. The CONTRACTOR and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in a., ii. above; and;
  - iv. The CONTRACTOR and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. The certification in this clause is a material representation of fact upon which reliance was placed. When the City of Dearborn or the OWNER determines that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available, the City of Dearborn or the OWNER may terminate this Contract for cause or default.
- c. The CONTRACTOR shall provide immediate written notice to the City of Dearborn if, at any time, CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out

in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

- e. The CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of Dearborn.
- f. The CONTRACTOR further agrees that it will include this clause titled "Certification Regarding Debarment and Suspension", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. The CONTRACTOR may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. Each CONTRACTOR may, but is not required to, check the Non-procurement List (of excluded parties).
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a CONTRACTOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. If a CONTRACTOR is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the City of Dearborn may terminate this transaction for cause or default.

**16. INSURANCE SUBMISSION REQUIREMENTS:** The successful Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. A "Notice of Intent to Recommend for Award" letter will serve as the request and will be faxed and/or emailed to the successful Respondent. To expedite the process, a copy of your current coverage may be submitted with your bid.

- a. **Commercial General Liability Coverage:** (CGL) including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance occurrence form.
  - i. The certificate must contain, as an endorsement, the following language: "Wayne County, Michigan and the City of Dearborn, Michigan, their elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the County or the City within appointment of their operating budgets including the City of Dearborn and Wayne County, Michigan are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies or self-insurance retention owned or maintained by Wayne County and/or the City of Dearborn."
  - ii. The limit amount for this insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.



- b. **Inland Marine/Installation Floater Coverage:** in favor of the City of Dearborn and Wayne County, Michigan in the minimum amount of the material costs reflected with the awarded contract. Deductible for the floater not to exceed \$2,500.
- c. **Workers Compensation Insurance Coverage:** as required by State of Michigan law, Michigan statutory coverage. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
- d. **Commercial Automobile Liability insurance Coverage:** (owned, non-owned, hired and/or lease vehicles) with minimum combined single limits of One Million Dollars (\$1,000,000) each accident.
- e. **Excess or Umbrella Liability insurance Coverage:** with a minimum of One Million Dollars (\$1,000,000) which provides coverage over the primary insurance coverage.
- f. **Professional Liability insurance Coverage:** in an amount not less than \$500,000 per claim.

Required insurance policies shall not contain any exclusions or exceptions pertaining to lead hazards or lead based paint.

All such insurance shall be at the Contractor's expense, under valid and enforceable policies, issued by Michigan insurers of recognized responsibility which are well-rated by national rating associations. The insurance carrier must have an A.M. Best Company rating of A-, VII or better.

The demanded coverage that is to be afforded by successful bidders/contractors/vendors shall be primary and non-contributory in relationship to any and all insurance or self-administered SIR maintained and/or controlled by the City of Dearborn or Wayne County and their budgeted subdivisions.

The City of Dearborn, Michigan reserves the right to require complete, certified copies of all required insurance policies at any time.

Insurance policies shall name the City of Dearborn and Wayne County, Michigan as the insured, and shall not be cancelled or materially changed without at least thirty (30) days prior notice to the City of Dearborn. Cancellation clause of insurance shall identify not less than thirty (30) days. Certificates evidencing such insurance shall be submitted to the City of Dearborn prior to contract execution and at least fifteen (15) days prior to the expiration dates of expiring policies.

## STANDARD TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of the resulting contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Bid unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Payment Terms:** Payment will be 2%10-Net 30 unless otherwise specified by the City of Dearborn.
- 5) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
  - a. The Contractor shall furnish copies of all manufacturer warranties and warranties required by the contract specifications to the HRP Representative before the final payment will be made.
  - b. Such warranty shall continue for a period of eighteen months from the date of final payment approval.
  - c. Under this eighteen month warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. The Contractor's warranty with respect to work repaired or replaced hereunder will run through the original warranty period or for one year from the date of such repair or replacement, whichever is longer.
- 6) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 8) **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Dearborn laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 10) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 11) **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. The City shall provide the Contractor with seven (7) days notice prior to cancellation. Under any such cancellation, the Contractor agrees to waive any claim for damages,

including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the Contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 12) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 13) **Records and Right to Audit:** Whenever the City enters into any type of contractual arrangement including but not limited to lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
- a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including bids of successful and unsuccessful respondents, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with rite contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with the City's Charter and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.
  - b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
  - c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

- d. If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.
- 14) **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 15) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Dearborn is solely at fault.
- 16) **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to five (5) years after expiration.
- 17) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the City of Dearborn with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.
- 18) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the resulting contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 19) **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 20) **Non-Discrimination Clause:** The respondent agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The respondent further agrees to require similar provisions from any subcontractors, or suppliers.
- 21) **Subcontracting:** The use of a subcontractor is subject to the approval of the City of Dearborn.
- 22) **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Dearborn in this bid or in any other manner.
- 23) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.

# REQUIRED FORMS

BID FORM ..... 22

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ATTACHMENT 2 BID PRICE FORM

## BID FORM

**Failure to complete this form shall result in your bid being deemed nonresponsive and rejected without any further evaluation.**

### OFFER

**TO: CITY OF DEARBORN:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Invitation to Bid.

### ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Acceptance, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

### OBLIGATION:

The undersigned, by submission of this Bid Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City of Dearborn, for the term as stated herein, and to enter into an Agreement with the City of Dearborn, in accordance with the Conditions, Scope and Terms, together with any written addendum as specified above (collectively referred to as the "Form of Agreement").

### COMPLIANCE:

By submitting this Bid Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable provisions of the City of Dearborn's Charter, and 2) if awarded a contract to provide the Construction, Goods or Services required in the ITB, the Respondent will comply with the City of Dearborn's Charter and Code of Ordinances. These documents can be found on the City of Dearborn's website on the City Clerk's page.

### NONCOLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

**BID PRICE:**

The undersigned agrees to abide by the pricing contained on the Bid Price Form. I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID

\_\_\_\_\_  
Date

For clarification of this offer, contact:

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

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

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

**ACCEPTANCE OF OFFER:**  
(TO BE COMPLETED BY THE CITY OF DEARBORN)

The Offer is hereby accepted for the rehabilitation of the property at 801 Mayburn with value not expected to exceed \$\_\_\_\_\_.

The Contractor is now bound to sell the materials or services listed in the Invitation to Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the City of Dearborn.

This contract shall henceforth be referred to as \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a written notice to proceed from the City of Dearborn.

**COUNTERSIGNED:**

\_\_\_\_\_  
John B. O'Reilly, Jr., Mayor Date

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
City of Dearborn Corporation Counsel Date

**BUDGET APPROVAL:**

\_\_\_\_\_  
City of Dearborn Treasurer Date

## EXCEPTIONS TO ITB SCOPE/SPECIFICATIONS

Respondent shall clearly identify any proposed exceptions (alternatives or equals) to the language in the Invitation to Bid scope and/or specifications in writing. Acceptance of exceptions is at the sole discretion of the City as is the right to determine what constitutes an "equal."

- 1) In the event the Respondent takes exception to the ITB scope or specifications, they may set forth alternatives by presenting each exception separately by stating:
  - a) The specific item for which an exception is requested (citing the page and item number).
  - b) The suggested change to the exception, inclusive of proposed new language if applicable.
  - c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.
  - d) For products bid as "equals," respondent **MUST** include specifications when submitting a bid. ***Failure to submit specifications may result in your bid being deemed non-responsive and rejected without further evaluation.***
- 2) **Exceptions to the "Standard Terms and Conditions of Agreement" may not be accepted.**
- 3) This form must be signed by an individual authorized to commit the Respondent's firm to the Agreement in the manner set forth below.

---

*Except as set forth above, Respondent is in complete agreement with the proposed terms, conditions and business arrangements described in the ITB including the attached Agreement. The Respondent assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided.*

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

*Please note that if exceptions are taken, all required information, as set forth above must be submitted*



## **BID PRICE FORM**

**Failure to complete the attached bid price form shall result in your bid being deemed nonresponsive and rejected without any further evaluation.**

**COMPLETE AND SUBMIT THE BID PRICE FORM IDENTIFIED AS  
ATTACHMENT 2**

## VERIFICATION OF REFERENCES FORM

**Failure to complete this form may result in your bid being deemed non-responsive and rejected without further evaluation.** Attach additional pages if necessary.

**Your company must be able to provide the City of Dearborn at least three (3) references who have received services from your business similar to those as specified in the Scope of Work/Specifications in this ITB.**

Provide references below. The City of Dearborn may contact the listed agencies.

1. Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ \*Contract Start/Expiration Dates: \_\_\_\_\_

TYPE OF WORK PERFORMED:

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2. Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ \*Contract Start/Expiration Dates: \_\_\_\_\_

TYPE OF WORK PERFORMED:

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3. Client Name: \_\_\_\_\_ Title: \_\_\_\_\_

Client Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ \*Contract Start/Expiration Dates: \_\_\_\_\_

TYPE OF WORK PERFORMED:

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**\*Verification of experience must cover a minimum of 3 years**

### BUSINESS INFORMATION QUESTIONNAIRE

**Failure to complete this form may result in your Bid being deemed nonresponsive and rejected without any further evaluation.**

NAME OF COMPANY \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FORM OF OWNERSHIP (Check One)

Corporation ( ) LLC ( ) Joint Venture ( )

State of Incorporation/Registration \_\_\_\_\_ Date of Incorporation/Registration \_\_\_\_\_

Partnership ( ) If Partnership, select one of the following: Limited ( ) or General ( )

Individual ( )

#### LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

#### LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

| Name  | Other Than Proposer Directorship |
|-------|----------------------------------|
| _____ | _____                            |
| _____ | _____                            |
| _____ | _____                            |
| _____ | _____                            |
| _____ | _____                            |

HAS YOUR COMPANY OPERATED UNDER ANY DIFFERENT NAMES IN THE PAST FIVE (5) YEARS?  
**YES / NO** IF YES, PLEASE IDENTIFY THE NAME(S) UNDERWHICH YOUR COMPANY HAS OPERATED: \_\_\_\_\_

#### ADDITIONAL INFORMATION REQUIRED BY THE CITY OF DEARBORN

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

| Name  | Address |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Dearborn, or with any of its council members or officers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

\_\_\_\_\_

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

\_\_\_\_\_  
(Name of Company)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

## SUBCONTRACTOR FORM

**Failure to complete this form may result in your Bid being deemed nonresponsive and rejected without any further evaluation.**

**Are there any subcontractors to be utilized under this contract?**

YES - You must complete both pages.

NO - You must complete only this page.

**ACKNOWLEDGED BY:**

Firm: \_\_\_\_\_

Name: \_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

### SUBCONTRACTOR FORM Continued

(If you have more than one Subcontractor, make additional copies as needed)

Prime Contractor \_\_\_\_\_

State relationship, if any, between Prime Contractor and each Subcontractor: \_\_\_\_\_

**NOTE:** Both the Prime Contractor/Consultant and Subcontractor must sign this form appropriately.

**Subcontractor:** \_\_\_\_\_ Fed Tax ID \_\_\_\_\_

Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_

City: \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_

Owners/Partners/Corporate Directors/Principal Stockholders (>5% stock holdings): \_\_\_\_\_

NUMBER OF YEARS EXPERIENCE PROVIDING THE WORK BELOW: \_\_\_\_\_

Work to perform: \_\_\_\_\_

Subcontract Amount \$ \_\_\_\_\_ Percent of Contract \_\_\_\_\_ %

**ACKNOWLEDGED BY:**

*I acknowledge that all the above information has been completely filled out and is true.*

SUBCONTRACTOR

|                      |              |      |
|----------------------|--------------|------|
| Authorized Signature | Name & Title | Date |
|----------------------|--------------|------|

*I acknowledge that all the above information has been completely filled out and is true.*

PRIME CONTRACTOR \_\_\_\_\_

|                      |              |      |
|----------------------|--------------|------|
| Authorized Signature | Name & Title | Date |
|----------------------|--------------|------|

## CONTRACTOR QUESTIONNAIRE FORM

### CITY OF DEARBORN HOME REHABILITATION PROGRAM

All questions must be answered and data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The contractor may submit any additional information considered desirable.

1. Company name: \_\_\_\_\_
2. Permanent address: \_\_\_\_\_  
\_\_\_\_\_ Telephone: \_\_\_\_\_
3. Name of person holding license: \_\_\_\_\_
4. Contractor's license #: \_\_\_\_\_  
Employer ID #: \_\_\_\_\_ DUNS #: \_\_\_\_\_
5. When organized: \_\_\_\_\_  
Business is:     Minority-Owned     Female-Owned     Section 3
6. Banking/Financial reference: \_\_\_\_\_
7. General character of work performed by our company:  
\_\_\_\_\_  
\_\_\_\_\_
8. List your usual material suppliers and subcontractors.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Have you ever performed work in the City of Dearborn?                       Yes     No
10. Are you familiar with building codes for the City of Dearborn?                       Yes     No

11. Are all workers involved in lead hazard reduction activities supervised by an individual certified as a lead-based paint abatement supervisor or have you (they) successfully completed a HUD-approved training in lead safe work practices (SS35.1330(A)(4))?  Yes  No

Provide copies of all lead based paint training and certificates of training satisfactorily completed when returning this questionnaire.  Attached

12. Do you carry the minimum amounts and types of insurance listed below to perform work as required under this program?  Yes  No

The Contractor and all subcontractors shall carry and maintain insurance coverage of the types and amounts specified below. Insurance carriers must be licensed to do business in the State of Michigan. Insurance must be provided on a comprehensive form to include the following:

- a. Commercial General Liability (CGL) including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance occurrence form.
  - i) The certificate must contain, as an endorsement, the following language: Wayne County, Michigan and the City of Dearborn, Michigan, their elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the County or the City within appointment of their operating budgets including the City of Dearborn and Wayne County, Michigan are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies or self-insurance retention owned or maintained by Wayne County and/or the City of Dearborn.
  - ii) The limit amount for this insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- b. Inland Marine/Installation Floater in favor of the City of Dearborn and Wayne County, Michigan in the minimum amount of the material costs reflected with the awarded contract. Deductible for the floater not to exceed \$2,500.
- c. Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
- d. Commercial Automobile Liability insurance (owned, non-owned, hired and/or lease vehicles) with minimum combined single limits of One Million Dollars (\$1,000,000) each accident.
- e. Excess or Umbrella Liability insurance with a minimum of One Million Dollars (\$1,000,000) which provides coverage over the primary insurance coverage.
- f. Professional Liability Insurance in an amount not less than \$500,000 per claim.

Required insurance policies shall not contain any exclusions or exceptions pertaining to lead hazards or lead based paint.

All such insurance shall be at the Contractor's expense, under valid and enforceable policies, issued by Michigan insurers of recognized responsibility which are well-rated by national rating associations. The insurance carrier must have an A.M. Best Company rating of A-, VII or better.

Prior to an award, a Certificate of Insurance must be provided to the City of Dearborn within five (5) days.



Insurance policies shall name the City of Dearborn and Wayne County, Michigan as the insured, and shall not be cancelled or materially changed without at least thirty (30) days prior notice to the City of Dearborn. Cancellation clause of insurance shall identify not less than thirty (30) days. Certificates evidencing such insurance shall be submitted to the City of Dearborn prior to contract execution and at least fifteen (15) days prior to the expiration dates of expiring policies.

COMMERCIAL AND INDUSTRIAL BUILDER’S LICENSING ORDINANCE NO. 93-560

Section 5-269.

This clause reads as follows:”....that every such certificate of insurance....shall contain a provision that before such insurance is cancelled, a notice shall be given, by the insurer the City Clerk, of the insurer’s intention to cancel such policy not less than ten (10) days after receipt of such notice.”

We suggest a wording of the notice to read as follows: “Before a cancellation of this policy, the insurer will give notice in writing to the Dearborn City Clerk, City Hall, Dearborn, Michigan, of the insurer’s intention to cancel this policy, not less than ten (10) days after receipt of said notice.”

Mail Certificate to: City of Dearborn  
City Clerk’s Office  
13615 Michigan Avenue  
Dearborn, MI 48126

and mail or fax to: City of Dearborn  
Economic & Community Development  
13615 Michigan Avenue, Suite 9  
Dearborn, MI 48126-3582  
Fax: 313-943-2776

NOTE: Before you will be issued a license, we must have a Certificate of Insurance on file in our office. The Certificates must be current, and carry the insurance coverage listed above.

- 13. Have you ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency?  Yes  No

\_\_\_\_\_

- 14. Have you ever been named as a defendant in a civil or other legal action involving completion or performance of a job awarded to you?  Yes  No

If so, describe the nature of the suit and the results: \_\_\_\_\_

\_\_\_\_\_

Is any such litigation involving your firm pending now?  Yes  No

15. List three recently completed jobs in this area. Please include a contact name, address, telephone number, and job description.

- a. \_\_\_\_\_  
\_\_\_\_\_
- b. \_\_\_\_\_  
\_\_\_\_\_
- c. \_\_\_\_\_  
\_\_\_\_\_

***The undersigned certifies that the statements and information provided above are true, accurate and complete.***

***The undersigned hereby authorizes the City of Dearborn to obtain verification from any person, firm, corporation or source named herein.***

**Signature:** \_\_\_\_\_

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

**Printed Name and Title:** \_\_\_\_\_