

CITY OF DEARBORN

Home Town of Henry Ford

JOHN B. O'REILLY, JR., MAYOR



INVITATION TO BID FOR INSURANCE FOR DEARBORN TOWERS CLEARWATER, FLORIDA CONTROL NO. 97453

Issue Date: November 24, 2008

Pre-bid Conference: None

Pre-bid Question Deadline: December 19, 2008 noon, Eastern Time

Bid Deadline: December 30, 2008 at 2:00 pm Eastern Time
City of Dearborn
Purchasing Division
4500 Maple Road
Dearborn MI 48126

Purchasing Contact: Mark W. Brace, Buyer
Phone: 313.943.2382
Fax: 313.943.2420
Email: mbrace@ci.dearborn.mi.us

DESCRIPTION: Bids are being solicited for the provision of Insurance as specified for our facility, Dearborn Towers, located in Clearwater, Florida.

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

Copies of this solicitation document and any issued Addenda may also be obtained from the Purchasing Division, City of Dearborn, Purchasing Division, 4500 Maple Road, Dearborn MI 48126, (313) 943-2375.

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) **PRE-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, Bidders 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. If a Bidder finds a discrepancy, error or omission in the ITB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this ITB, so that written clarification may be sent to all prospective Bidders. **THE CITY OF DEARBORN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document.
- 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 strongly encouraged/mandatory.
- 3) **ITB MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this solicitation at the sole discretion of the City of Dearborn. Any and all Addenda issued by the City of Dearborn will be posted as noted on the Cover Page of this document. All interested parties are instructed to view the listed websites regularly for any issued addenda. Copies of any issued Addenda may also be obtained by visiting the Purchasing Unit, City of Dearborn, Purchasing Division, 4500 Maple Road, Dearborn MI 48126, (313) 943-2375, 8:00 am to 4:30 pm, Monday through Friday. It is the responsibility of the Bidder to obtain the available Addenda and acknowledge any issued Addenda on the Bid Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than the City of Dearborn, the original document in the City of Dearborn's files takes precedence.
- 4) **BID SUBMISSION:**
 - a) The Bidder 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.
 - b) Bids must be submitted to the Purchasing Division, City of Dearborn 4500 Maple Road, 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 Bidder's responsibility to ensure that its bid is time stamped by the Purchasing Division by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling 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.
 - 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 Bidder's name, address, phone, fax and contact name.
 - d) **Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Invitation to Bid (ITB), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.**
 - 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 telegraph, 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 are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. 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 60 days.
- 5) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the language in the Invitation to Bid (including its Form of Agreement) **in writing, prior to submitting bid and must be by the deadline for questions as indicated on the cover.** Each exception must be clearly defined and referenced to the proper paragraph in this ITB or its Form of Agreement. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the submitted bid, the City of Dearborn will expect and require complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected. Bids taking exception to Standard Terms and Conditions of this document (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The City of Dearborn reserves the right to accept or to allow the Bidder to withdraw any or all exceptions.
- 6) **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.
- 7) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, 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.
- 8) **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 Bidder is debarred by the City of Dearborn from consideration for a contract award, or if Bidder 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.
- 9) **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.
- 10) **BID SIGNATURES:** Bids must be signed **in ink** by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Dearborn if the Bidder is determined to be the lowest responsive and responsible bidder.
- 11) **CONTRACT AWARD:** The City of Dearborn reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible Bidder. All bids must be firm for at least 60 days from the due date of the bid. The apparent successful Bidder 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.
- 12) **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.
- 13) **FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.

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 Property and Contents, General Liability, and Boiler and Machinery Insurance for Dearborn Towers, 223 Island Way, Clearwater, Florida, a residential facility. The insurance coverage shall be effective February 7, 2009 through February 6, 2010.

GENERAL INFORMATION: Please refer to the Specifications and Scope of Work which follows the below Minimum Qualifications section.

- 2) MINIMUM QUALIFICATIONS:** Bidders (specifically, the business that will be contractually bound under the contract with the City of Dearborn) will be deemed nonresponsible and rejected without any further evaluation if they, as a business, do not meet the following qualifications:
- a) Minimum required Best Rating of submitting insurance companies must be A (excellent) with a financial size category of VI. Proof must be submitted with bid.

3) SCOPE OF SERVICES:

1. **CLAIMS REPORTS:** The agency or company receiving the award shall provide ninety (90) days prior to expiration a report of all claims including date of loss, amount paid or reserved, and a description of type and nature of each claim.
2. **ENGINEERING SERVICES:** The bid shall describe the loss prevention and engineering services, if any, to be provided by the insurance company including frequency and extent of inspections during the policy period.
3. **CERTIFIED DUPLICATE POLICY:** The company receiving the award shall deliver to the insured an original and a certified duplicate copy of this proposed insurance.
4. Any deviation from the requested coverage must be identified.
5. Quarterly claims reviews with Senior Adjuster assigned to the City of Dearborn account must be provided.
6. Loss Control services in the amount of twelve hours annually at no additional cost must be provided.

PLEASE NOTE: THE CITY INTENDS TO REQUEST THAT THIS ITEM BE PUT ON THE DEARBORN CITY COUNCIL AGENDA FOR APPROVAL. THE CITY'S REQUEST MUST BE PREPARED BY JANUARY 5TH, 2009. AFTER THAT DATE, AN ISSUANCE OF PAYMENT MAY BE PROCESSED. YOU MUST INDICATE WHO PAYMENT MUST BE SUBMITTED TO IN YOUR BID. THE CITY UNDERSTANDS THAT THE INDUSTRY STANDARD IS TO HOLD FIRM PRICING FOR 30 DAYS. SINCE THE DUE DATE OF DECEMBER IS STATED IN THIS SOLICITATION, THE INTENDED AWARD DATE WILL BE WITHIN THE 30-DAY QUOTE PERIOD. ADDITIONALLY, YOU MUST INDICATE ALL REQUIRED FORMS, ETC., NEEDED TO BE FILLED OUT BY THE CITY PRIOR TO THE POLICY GOING INTO PLACE (SUBMIT SUCH FORMS WITH YOUR BID).

**SPECIFICATIONS FOR
PROPERTY INSURANCE COVERAGE
FOR
DEARBORN TOWERS, CLEARWATER, FLORIDA**

Property Insurance shall be written on a Building and Personal Property Coverage Form with a Special Form Cause of Loss Endorsement or highest available coverage form to apply. Coverage shall be provided on a Blanket Basis with an Agreed Amount Clause. The Policy is to cover the Dearborn Towers located at 223 Island Way, Clearwater, Florida.

The term of the coverage shall be for a one-year period with an option to renew for an additional one-year period. To renew the contract it will be based upon mutual agreement of the vendor and the City of Dearborn at the same unit prices listed in bid.

This insurance is to be written with Repair and Replacement Cost Coverage without Bodily Injury Liability and to insure all objects within the following blanket group. Any and all appropriate endorsements and/or policies shall be included to cover against the perils of wind and hail.

Building:	\$14,290,220
Personal Property:	279,571
Land Improvement:	<u>117,420</u>
Total:	\$14,687,211

Option 1: \$ 5,000 deductible - one year term

Option 2: \$ 10,000 deductible - one year term

The policy is to be written:

- 1) To provide that cancellation may not be effected by the company without one hundred twenty (120) days prior written notice to the insured.
- 2) With the Vacancy Clause removed.
- 3) Naming as insured the City of Dearborn.
- 4) All checks issued by the insurance company shall be issued to the City of Dearborn and the contractor.

**SPECIFICATIONS FOR
COMMERCIAL GENERAL LIABILITY INSURANCE
DEARBORN TOWERS, CLEARWATER, FLORIDA**

This Insurance for the City of Dearborn shall be issued on an ISO 1988 or a form meeting or exceeding the 1988 Form. The Aggregate Limits of Insurance (Per Location) endorsement should be included. (ISO form number CG 25 04 11 85.)

The term of the coverage shall be for a one-year period with an option to renew for an additional one-year period. To renew the contract it will be based upon mutual agreement of the vendor and the City of Dearborn at the same unit prices listed in bid.

The limit of liability is to be:

Option 1: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$5,000 deductible. 1 year term
Option 2: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$10,000 deductible. 1 year term

The policy will be written on a composite rate basis listing the total number of rental units, with the composite rate applicable to each rental unit. The community buildings and/or rooms and staff occupied buildings or offices shall be considered as one unit each for rating purposes.

The composite rate shall be carried out three places.

Quote on a Guaranteed Cost Plan - to pay annually with a guaranteed cost of two years.

The policy with blanket coverage describing the project by name and number is to be issued with the following endorsements attached:

- 1) A Mistake in Location Clause reading as follows: "It is hereby understood and agreed that the coverage afforded by this policy shall not be invalidated or affected by any mistake in the descriptions of premises, or otherwise mentioned in this policy."
- 2) Cancellation may not be effected by the company without one hundred twenty (120) days prior written notice to the insured.
- 3) It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body.

SPECIFICATIONS FOR
BOILER AND MACHINERY INSURANCE
DEARBORN TOWERS, CLEARWATER, FLORIDA

The insurance for the City of Dearborn is to be issued on a Comprehensive Boiler and Machinery Insurance Policy Form or a comparable form providing the broadest coverage available on all Boilers, Heating, Cooling, Ventilation, and Elevator equipment.

The term of the coverage shall be for a one-year period with an option to renew for an additional one-year period. To renew the contract it will be based upon mutual agreement of the vendor and the City of Dearborn at the same unit prices listed in bid.

This insurance is to be written with Repair and Replacement Coverage without Bodily Injury Liability and to insure all objects within the following blanket group. The policy shall be endorsed or contain provisions that include a joint loss agreement as necessary.

Building:	\$14,290,220
Personal Property:	279,571
Land Improvement:	<u>117,420</u>
Total:	\$14,687,211

Required Endorsements:

- 1) To provide that cancellation may not be effected by the company without one hundred twenty (120) days prior written notice to the insured.
- 2) The successful proposals will provide an up-to-date list of all covered objects inspected at the insured locations within ninety (90) days after inception of this insurance.

**BID FOR
PROPERTY INSURANCE COVERAGE
DEARBORN TOWERS, CLEARWATER, FLORIDA**

I (we) hereby propose to provide Property Insurance for a one (1) year term, together with any additions or extensions, furniture, fixtures, equipment and supplies belonging to the assured and located at Dearborn Towers, 223 Island Way, Clearwater, Florida, with Optional Deductible limits of:

Option 1: \$ 5,000 deductible; one year term
Option 2: \$ 10,000 deductible; one year term

ANNUAL PREMIUM - OPTION 1: _____
ANNUAL PREMIUM - OPTION 2: _____

PROJECT DESCRIPTION

Dearborn Towers, 223 Island Way, Clearwater, Florida

Completed in 1960; 88 units (one and two-bedroom)
One swimming pool (20x42)
Parking Spaces: 96 (includes one carport with 24 spaces)

Eight (8) story concrete block with stucco. Concrete slab with terrazo floors and five-ply built-up tar and gravel roof. See attached property description and general specifications for more information.

Floor Area:	100,060 square feet (plus balconies, transformers, pool, and concrete deck)
Building:	\$14,290,220
Personal Property:	279,571
Land Improvement:	<u>117,420</u>
Total:	\$14,687,211

This coverage will be placed with the _____
(Company or Companies)

Submitted by _____
(Firm Name)

By: _____ Date: _____
(Name and Title)

**BID FOR
GENERAL LIABILITY INSURANCE
DEARBORN TOWERS, CLEARWATER, FLORIDA**

I (we) hereby propose to provide Comprehensive General Liability Insurance for a one (1) year term covering the Dearborn Towers, 223 Island Way, Clearwater, Florida with the limits of:

Option 1: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$ 5,000 deductible. 1 year term

Option 2: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$10,000 deductible. 1 year term

ANNUAL PREMIUM - OPTION 1: _____

ANNUAL PREMIUM - OPTION 2: _____

PROJECT DESCRIPTION:

Dearborn Towers, 223 Island Way, Clearwater, Florida

Completed in 1960; 88 units (one and two-bedroom)

One swimming pool (20x42)

Parking Spaces: 96 (includes one carport with 24 spaces)

Eight (8) story concrete block with stucco. Concrete slab with terrazo floors and five-ply built-up tar and gravel roof. See attached property description and general specifications for more information.

Floor Area: 100,060 square feet (plus balconies, transformers, pool, and concrete deck)

Building: \$14,290,220

Personal Property: 279,571

Land Improvement: 117,420

Total: \$14,687,211

This coverage will be placed with the _____
(Company or Companies)

Submitted by _____
(Firm Name)

By: _____ Date: _____
(Name and Title)

**BID FOR
BOILER AND MACHINERY INSURANCE
FOR
DEARBORN TOWERS, CLEARWATER, FLORIDA**

I (we) hereby propose to provide Boiler and Machinery Insurance for a two (2) year term for Dearborn Towers, together with any additions or extensions, belonging to the assured and located at 223 Island Way, Clearwater, Florida, with Optional Deductible limits of:

Option 1: \$ 5,000 deductible; one year term

Option 2: \$10,000 deductible; one year term

ANNUAL PREMIUM - OPTION 1: _____

ANNUAL PREMIUM - OPTION 2: _____

PROJECT DESCRIPTION:

Dearborn Towers, 223 Island Way, Clearwater, Florida

Completed in 1960; 88 units (one and two-bedroom)

One swimming pool (20x42)

Parking Spaces: 96 (includes one carport with 24 spaces)

Eight (8) story concrete block with stucco. Concrete slab with terrazo floors and five-ply built-up tar and gravel roof. See attached property description and general specifications for more information.

Floor Area: 100,060 square feet (plus balconies, transformers, pool, and concrete deck)

Building: \$14,290,220

Personal Property: 279,571

Land Improvement: 117,420

Total: \$14,687,211

This coverage will be placed with the _____
(Company or Companies)

Submitted by _____
(Firm Name)

By _____ Date: _____

(Name and Title)

GENERAL SPECIFICATIONS OF BUILDINGS:

Floors:	Concrete slab with terrazzo
Exterior walls:	Concrete block with stucco
Roof:	Five-ply built up tar and gravel
Sash:	Aluminum awning
Interior walls:	Painted drywall
Baths:	Tub with shower, commodes, single basin with vanity, vent fan with heater
Kitchens:	Formica cabinets and counter tops, built-in electric cook top and built-in electric oven, exhaust fan and hood, double sink with garbage disposal, General Electric two-door refrigerator
Screen porches:	Concrete floor, headboard panels and aluminum frame to a height of four feet and plastic screen for the balance
Heating, Ventilating and Air Conditioning:	Central air conditioner supplies all units except recreation room. Each apartment unit has an Individual heat pump.
Hot water heaters:	Each apartment unit is provided with a 42-gallon quick recovery electric hot water heater
Hallways and lobby:	Carpeted floors, acoustic tile ceilings
Recreation room:	Vinyl asbestos tile floor, painted drywall walls, formica storage cabinets, two-fixture women's restroom, 3-fixture men's restroom, both with tile floors and wainscot. Unfinished air conditioning and storage room.
Public area at Pool area:	Men's dressing room with 3-plumbing fixtures and shower, women's dressing room with 2-plumbing fixtures and shower with tile floor and wainscot and painted block walls. Unfinished transformer vault, meter room, air conditioning and storage room
Recreation area:	20 by 42 foot swimming pool with filtration pumps and chemical dispensers contained in concrete building, shuffle board, concrete deck and lounge area, pressure treated wood dock on creosoted pilings with water and electric available
Seawall:	Concrete sectional with poured cap and weep holes, fronting 385.6'
Carports:	Aluminum frame with anchored in concrete with corrugated aluminum roof

Parking areas:

Asphalt surface to commercial specifications curbed and
stripped, providing 95 parking spaces

**BUILDING DATA INFORMATION
FOR
ASSISTANCE IN OBTAINING INSURANCE**

I. DEARBORN TOWERS

**223 Island Way
Clearwater, Florida**

A. DESCRIPTION OF PROJECT

The building was constructed in 1960 and was purchased by the City of Dearborn in 1967. It is utilized as a senior-citizen apartment building for Dearborn residents 55 years of age or older. The site occupies 1.77 acres and the building area is 100,060 square feet floor area. Balconies are 8,448 square feet, transformers are 600 square feet, pool is 840 square feet, and the concrete deck is 276 square feet. There are 8 stories which house 88 units. There are 96 parking spaces that include one carport with 24 spaces.

B. UNIT DESCRIPTION

There are 88 units (one and two-bedroom). The current rent ranges from \$499 to \$839. The 2007-2008 annual rent collection from these units is project at \$666,600 with \$7,000 for the laundry revenue and \$17,200 from carport revenue.

C. HEATING/AIR CONDITIONING SYSTEMS

The heating and air conditioning is provided by an individual unit for each apartment.

There is a separate air conditioning unit in Hubbard Hall. Hubbard Hall is used as a recreation room for card/game playing type activities.

D. FIRE PROTECTION

1. There are smoke detectors in each room. Each floor has one in the laundry room and one in the hall. The fire alarm system has monitors on every floor wired to a dedicated system that is continuously monitored and checked once each month.

2. Fire Extinguishers

There are 4 extinguishers per floor replaced in 2005.

3. Fire Hoses

There are 24 fire hoses replaced 2005.

4. Stairwells

There is a stairwell on each side of the building and one next to the elevator on the interior.

18. Elevators

There are two elevators in the building.

19. Fire Doors.

There are three fire doors per floor.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. **SUBMISSION REQUIREMENTS:** You must submit your original signed bid and four (4) copies by the bid deadline.
2. **CONTRACT TERM:** As indicated by the policy coverage.
3. **CONTRACT AWARD:** This contract is intended to be awarded by item; however the City of Dearborn reserves the right to award as a whole, whichever it deems to be in its own best interest.
4. **INSURANCE SUBMISSION REQUIREMENTS:** The successful Respondent (Agent) 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.
5. **STANDARD INSURANCE REQUIREMENTS:**
 - a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b) Excess/Umbrella Coverage - \$1,000,000
 - c) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Florida law, statutory coverage, or evidence of an exemption as allowed by State law. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
 - d) **Automobile Liability Coverage:** The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
 - e) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
 - f) Cancellation clause of insurance shall identify not less than thirty (30) days.
 - g) The City reserves the right to require complete, certified copies of all required insurance policies at any time.
 - h) **Professional Errors and Omissions:** Submitting agency must provide proof of Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence, along with naming City of Dearborn as additional insured.

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.
- 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. 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) **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.
- 14) **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.
- 15) **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 16) **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 Florida 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.
- 17) **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.
- 18) **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.
- 19) **Subcontracting:** The use of a subcontractor is subject to the approval of the City of Dearborn.
- 20) **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.

21. Non-Discrimination: The bidder 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 200 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 bidder further agrees to require similar provisions from any subcontractors or suppliers.

22. Legal Proceedings: Any legal proceedings shall be resolved in Michigan courts.

23. Unusual Circumstances: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

- a. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted to the Seller until the termination date contained in the notice.
- b. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
- c. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
- d. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

REQUIRED FORMS

BID FORM 21

PRICE PAGE 23

BUSINESS INFORMATION QUESTIONNAIRE 24

SUBCONTRACTOR FORM..... 26

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 Bidders, 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 Bidder represents that: 1) the Bidder 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 Bidder 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 Price Page. 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 insurance as specified 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:

APPROVED AS TO FORM BY:

John B. O'Reilly, Jr., Mayor Date
(or designee)

City of Dearborn Corporation Counsel Date

Budget Approval (If Applicable):

If the total dollar value of this solicitation is below the City of Dearborn Council threshold, the Mayor and Corporation Council Signatures are not required. A Purchase Order will serve as the notice of acceptance/notice to proceed and will be subject to all terms and conditions as stated in this document.

PRICE PAGE

Failure to complete forms as provided shall result in your bid being deemed nonresponsive and rejected without any further evaluation. Refer to pages identified for the coverage. Use only these forms for your pricing.

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Bid or Proposal 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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE CITY OF DEARBORN

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

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

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 or Proposal 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): _____

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 _____

THE USE OF A SUBCONTRACTOR IS SUBJECT TO APPROVAL BY THE CITY

Insured Name: DEARBORN TOWERS DBA CITY OF
Company: CO 19 FIRST SPECIALTY INS. COR
Policy Number: FCP115000939500
Insured State: MI

Policy Edition: 0

Policy Effective Date: 2/07/2004

Policy Expiration Date: 2/07/2005

Policy Cancellation Date:

Claimant	BI/ PD	Claim Number	Loss Date	Claim Status	Claim Description	Adjuster	Drivers Name	Total Paid	Total Outstanding	Total Recoveries	Total Incurred
Policy Edition Totals: 0								.00	.00	.00	.00
Claim Count:							0				

Insured Name: DEARBORN TOWERS DBA CITY OF
Company: CO 19 FIRST SPECIALTY INS. COR
Policy Number: FCP115000939500
Insured State: MI

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Claimant	BI/ PD	Claim Number	Loss Date	Claim Status	Claim Description	Adjuster	Drivers Name	Total Paid	Total Outstanding	Total Recoveries	Total Incurred
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UW064
RJOHNSO2

Markel Underwriting Managers, Inc.
Named Insured Incurred Losses
As of: November, 2008

Date: 11/18/2008
Time: 2:53 PM
Page: 1

Querying Policy: 04CMP1002840

Department - Property

Policy: 04CMP1002840-0

Policy Period: 02-07-2004 to 02-07-2005
Named Insured: City of Dearborn dba: Dearborn Towers
Company: Evanston Insurance Company (2)

Producer: 73100

Peachtree Special Risk Brokers- Lake M
615 Crescent Executive Blvd.
Suite 324
Lake Mary, FL 32746

Cause/ Type of Loss	Current Loss Reserve	Current Expense Reserve	Loss Payments	Expense Payments	Collected Deductible	Subrogation Recovered	Salvage Recovered	Total Incurred
Claim #: 0068893								
Claimant:	City of Dearborn dba: Dearborn Towers		Date Reported:		03-16-2004			
Status:	Closed		State/Loss:		Florida			
Date of Loss:	03-15-2004		Claim Type:		Reserve			
Property 09-01 1st	\$0.00	\$0.00	\$0.00	\$871.75	\$0.00	\$0.00	\$0.00	\$871.75
Water Damage								
Claim Description:	Water heater leaked in Apt 706 on 10/31/03; causing mold smell in apt 606,506 &406							
Injury Description:								
Claim #: 0068895								
Claimant:	City of Dearborn dba: Dearborn Towers		Date Reported:		03-16-2004			
Status:	Closed		State/Loss:		Florida			
Date of Loss:	03-15-2004		Claim Type:		Reserve			
Property 09-03 1st	\$0.00	\$0.00	\$0.00	\$571.00	\$0.00	\$0.00	\$0.00	\$571.00
Water Damage								
Claim Description:	Roof leak in Apt 806 3/2003; repairs made to roof, but now mold smell in apartment.							
Injury Description:								
Claim #: 0071278								
Claimant:	City of Dearborn dba: Dearborn Towers		Date Reported:		09-09-2004			
Status:	Closed		State/Loss:		Florida			
Date of Loss:	08-31-2004		Claim Type:		Reserve			
Property 09-03 1st	\$0.00	\$0.00	\$0.00	\$896.25	\$0.00	\$0.00	\$0.00	\$896.25
Water Damage								
Claim Description:	Toilets in unit 610 overflowed - spilling down to unit 510, 410, 310, 210, &110.							
Injury Description:								
Policy Totals	\$0.00	\$0.00	\$0.00	\$2,339.00	\$0.00	\$0.00	\$0.00	\$2,339.00

UW064
RJOHNSO2

Markel Underwriting Managers, Inc.
Named Insured Incurred Losses
As of: November, 2008

Date: 11/18/2008
Time: 2:53 PM
Page: 2

Querying Policy: 04CMP1002840

Department - Property

Policy: CMP1002840-0
Policy Period: 02-07-2003 to 02-07-2004
Named Insured: City of Dearborn dba: Dearborn Towers
Company: Evanston Insurance Company (2)

Producer: 73100
Peachtree Special Risk Brokers- Lake M
615 Crescent Executive Blvd.
Suite 324
Lake Mary, FL 32746

Cause/ Type of Loss	Current Loss Reserve	Current Expense Reserve	Loss Payments	Expense Payments	Collected Deductible	Subrogation Recovered	Salvage Recovered	Total Incurred
Claim #: 0068510								
Claimant:	City of Dearborn dba: Dearborn Towers		Date Reported: 02-13-2004					
Status:	Closed		State/Loss: Florida					
Date of Loss:	09-18-2003		Claim Type: Reserve					
Property 09-03 1st Water Damage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Claim Description: Carpet installers damaged water heater in unit 206-causing water damage to 7 units. Very bad mold in 2 units.								
Injury Description:								
Policy Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Department Totals	\$0.00	\$0.00	\$0.00	\$2,339.00	\$0.00	\$0.00	\$0.00	\$2,339.00
Report Totals	\$0.00	\$0.00	\$0.00	\$2,339.00	\$0.00	\$0.00	\$0.00	\$2,339.00

LOSS RUN

Insured Name: DEARBORN TOWERS DBA CITY OF
Company: CO 19 FIRST SPECIALTY INS. COR
Policy Number: FCP115000939500
Insured State: MI

Policy Edition: 0

Policy Effective Date: 2/07/2004

Policy Expiration Date: 2/07/2005

Policy Cancellation Date:

Claimant	BI/ Claim PD Number	Loss Date	Claim Status Description	Adjuster	Drivers Name	Total Paid	Total Outstanding	Total Recoveries	Total Incurred
						.00	.00	.00	.00

Policy Edition Totals: 0

Claim Count: 0

