

CITY OF DEARBORN

Home Town of Henry Ford

JOHN B. O'REILLY, JR., MAYOR



INVITATION TO BID FOR Insurance for Five Senior Buildings CONTROL NO. 96364

Issue Date: September 10, 2008

Pre-bid Conference: None

Pre-bid Question Deadline: October 3, 2008, at noon local time

Bid Deadline: October 15, 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 purchase of insurance as specified in the following pages for our Five Senior Buildings.

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 website.

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.

TABLE OF CONTENTS

TABLE OF CONTENTS2

INSTRUCTIONS3

SPECIFICATIONS/SCOPE OF WORK.....5

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.....32

STANDARD TERMS AND CONDITIONS OF AGREEMENT33

REQUIRED FORMS36

 BID FORM37

 PRICE PAGE.....38

 VERIFICATION OF MINIMUM QUALIFICATIONS FORM.....40

 BUSINESS INFORMATION QUESTIONNAIRE42

 SUBCONTRACTOR FORM44

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
 - 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 120 days.
- 5) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the language in the Invitation to Bid (including its Form of Agreement). 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 120 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 to submit bids for Insurance as outlined in the following:

**SPECIFICATIONS FOR
PROPERTY INSURANCE COVERAGE
FOR
HUBBARD MANOR EAST AND HUBBARD MANOR WEST**

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 and without a Pro Rata Distribution Clause. The Policy is to cover all property of the City of Dearborn Housing Department in the amounts and at the locations specified in the attached Statement of Location information for a two (2) year term, and is **preferred**. The City will also consider a one year (1) term.

- Option 1: \$ 5,000 deductible - two year term
- Option 2: \$10,000 deductible - two year term
- Option 3. \$ 5,000 deductible - one year term
- Option 4: \$10,000 deductible - one year term

The policy is to be written:

- 1) With an Agreed Amount of Insurance Clause reading as follows: "It is expressly stipulated and made a condition of this contract that in the event of loss this Company shall be liable for no greater proportion thereof than the total amount of \$33,593,653."
- 2) Without a Pro Rata Distribution Clause.
- 3) To provide that cancellation may not be effected by the company without one hundred twenty (120) days prior written notice to the insured.
- 4) With the Vacancy Clause removed.
- 5) Naming as insured the City of Dearborn.
- 6) All checks issued by the insurance company shall be issued to the City of Dearborn and the contractor.

**SPECIFICATIONS FOR
COMMERCIAL GENERAL LIABILITY INSURANCE
HUBBARD MANOR EAST AND HUBBARD MANOR WEST**

This Insurance for the Dearborn Housing Department 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 preferred policy term shall be two (2) years. The City will also consider a term of one (1) year.

The limit of liability is to be:

- Option 1: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$5,000 deductible. 2 year term
- Option 2: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$10,000 deductible. 2 year term
- Option 3: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$5,000 deductible. 1 year term
- Option 4: \$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

HUBBARD MANOR EAST AND HUBBARD MANOR WEST

The insurance for the City of Dearborn Housing Department 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. A per accident limit of \$2,000,000 is requested. **The preferred** policy term shall be two (2) years. The City will consider one (1) year policy term.

This insurance is to be written with Repair and Replacement Coverage without Bodily Injury Liability and to insure all objects within the above blanket group description at the following locations. The objects are listed for rating and proposal evaluating purposes only. Coverage is to extend to all objects in the blanket group description.

- Option 1: \$2,000,000 per accident or occurrence - \$5,000 deductible. 2 year term
- Option 2: \$2,000,000 per accident or occurrence - \$10,000 deductible. 2 year term
- Option 3: \$2,000,000 per accident or occurrence - \$5,000 deductible. 1 year term
- Option 4: \$2,000,000 per accident or occurrence - \$10,000 deductible. 1 year term

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.

Boiler Inspection Reports: The original and one copy of the Inspection Reports shall be mailed to the Dearborn Housing Department, 13615 Michigan Avenue, Dearborn, Michigan 48126.

PROPOSAL FOR
PROPERTY INSURANCE COVERAGE
HUBBARD MANOR EAST AND HUBBARD MANOR WEST

I (we) hereby propose to provide Property Insurance for a two (2) year term for both properties, together with any additions or extensions, furniture, fixtures, equipment and supplies belonging to the assured and located at the Projects listed below, with Optional Deductible limits of:

- Option 1: \$ 5,000 deductible; two year term
- Option 2: \$ 10,000 deductible; two year term
- Option 3: \$ 5,000 deductible; one year term
- Option 4: \$ 10,000 deductible; one year term

ANNUAL PREMIUM - OPTION 1: _____
ANNUAL PREMIUM - OPTION 2: _____
ANNUAL PREMIUM - OPTION 3: _____
ANNUAL PREMIUM - OPTION 4: _____

PROJECTION DESCRIPTION
Hubbard Manor East - 5500 Calhoun - Dearborn, MI

Completed in 1977; 137 units
10 story brick on block precast concrete/glass/metal apartment building. Structural floors and single ply roof. Includes office, lounge, apartments, lighting, plumbing, heating, air conditioning and community area.

Floor Area:	109,259 sq. ft.
Building CRN	\$13,047,792
Personal Property CRN	\$318,470
Total CRN	\$13,366,262

Hubbard Manor West - 22077 Beech - Dearborn, MI

Completed in 1976; 214 units
12 story brick on block precast concrete/glass/metal apartment building. Structural floors and gravel surface roof. Includes office, lounge, apartments, lighting, plumbing, heating, air conditioning and community area.

Floor Area:	171,908 sq. ft.
Building CRN	\$19,202,592
Personal Property CRN	\$1,024,799
Total CRN	\$20,227,391

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

Submitted by _____
(Firm Name)

By: _____ Date: _____
(Name and Title)

**PROPOSAL FOR
GENERAL LIABILITY INSURANCE
HUBBARD MANOR EAST AND HUBBARD MANOR WEST**

I (we) hereby propose to provide Comprehensive General Liability Insurance two (2) year term covering the Dearborn Housing Department's Hubbard Manor East and Hubbard Manor West senior high-rise complexes with the limits of:

- Option 1: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$5,000 deductible. 2 year term
Option 2: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$10,000 deductible. 2 year term
Option 3: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$5,000 deductible. 1 year term
Option 4: \$1,000,000 per occurrence, \$2,000,000 general aggregate - \$10,000 deductible. 1 year term

ANNUAL PREMIUM - OPTION 1: _____
ANNUAL PREMIUM - OPTION 2: _____
ANNUAL PREMIUM - OPTION 3: _____
ANNUAL PREMIUM - OPTION 4: _____

PROJECT DESCRIPTIONS:

Hubbard Manor East - 5500 Calhoun - Dearborn, MI

Completed in 1977; 137 units

10 story brick on block precast concrete/glass/metal apartment building. Structural floors and single ply roof. Includes office, lounge, apartments, lighting plumbing, heating, air conditioning and community area.

Floor Area:	109,259 sq. ft.
Building CRN	\$13,047,792
Personal Property CRN	\$318,470
Total CRN	\$13,366,262

Hubbard Manor West - 22077 Beech - Dearborn, MI

Completed in 1976; 214 units

12 story brick on block precast concrete/glass/metal apartment building. Structural floors and gravel surface roof. Includes office, lounge, apartments, lighting, plumbing, heating, air conditioning and community area.

Floor Area:	171,908 sq. ft.
Building CRN	\$19,202,592
Personal Property CRN	\$1,024,799
Total CRN	\$20,227,391

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

Submitted by _____
(Firm Name)

By: _____ Date: _____
(Name and Title)

**PROPOSAL FOR
BOILER AND MACHINERY INSURANCE
FOR
HUBBARD MANOR EAST AND HUBBARD MANOR WEST**

I (we) hereby propose to provide Boiler and Machinery Insurance for a two (2) year term for all buildings, together with any additions or extensions, belonging to the assured and located at the Project or Projects listed below, with Optional Deductible limits of:

- Option 1: \$5,000 deductible; two year term
- Option 2: \$10,000 deductible; two year term
- Option 3: \$5,000 deductible; one year term
- Option 4: \$10,000 deductible; one year term

ANNUAL PREMIUM - OPTION 1: _____
ANNUAL PREMIUM - OPTION 2: _____
ANNUAL PREMIUM - OPTION 3: _____
ANNUAL PREMIUM - OPTION 4: _____

PROJECT DESCRIPTIONS:
Hubbard Manor East - 5500 Calhoun
Dearborn, Michigan 48126
Completed in 1977; 137 units

Hubbard Manor West - 22077 Beech
Dearborn, Michigan 48126
Completed in 1976; 214 units

The successful bidder is responsible for inspecting to determine each facilities schedule of covered equipment. Covered equipment is to include yet not limited to heating and cooling, air make up, exhaust system, elevator, elevator equipment, hot water heaters and compactors.

This coverage will be placed with the _____

(Company or Companies)

Submitted by _____

(Firm Name)

By

Date:

(Name and Title)

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

**I. HUBBARD MANOR EAST
5500 CALHOUN
10 STORIES -- 137 UNITS**

A. DESCRIPTION OF PROJECT

The building was constructed in 1977 at a cost of \$3,461,899.50 by the Smith and Andrews

Construction Company. Seibert-Worley was the contractor. The site occupies 2.2 acres and the building area is 187 ft. x 59.4 ft. and 70 ft. x 60 ft. for a total of 109,259 square feet floor area. There is an equipment room, machinery room and community building. Ten stories house 137 units and have parking spaces for 74 vehicles.

B. UNIT DESCRIPTION

There are 136 one-bedroom apartments (502 sq. ft.) and 1 two-bedroom apartment (1,012 sq. ft.). Average rent for all units is \$478 per month. Projected annual rental revenue for all units is \$741,100. Actual monthly rent for each apartment varies according to resident income. Current minimum rent is \$437 and current maximum rent per unit is \$535.

C. HVAC SYSTEMS

1. *Space Heating Systems:*

There are two (2) Raypak Low Pressure Hot Water Natural Gas Heating Boilers, Model H6-2100, 1722 MBTUH output. Heating boilers supply hot water for space heating of individual apartments and common areas. Space heating boilers were replaced with new equipment listed above in September, 2002.

2. *Domestic Water Heating:*

There are two (2) Raypack Model W-514, 419 MBTU hot water, natural gas fired boilers. The domestic hot water boilers supply heated water to individual apartments for cooking, bathing, etc. Domestic water boilers were replaced with new equipment listed above in September, 2002.

3. *Air Conditioning:*

Chilled water for apartment air conditioning is supplied by two (2) Trane Model SACA-1004-8 rooftop chillers, each with two (2) compressors, F22 freon with a 3 horsepower motors. New chillers were installed in June 2000.

D. FIRE PROTECTION

1. *Fire Alarm and Emergency Communication Systems:*

EST Fire Safety System has been installed at Hubbard Manor East. The installation of this system was completed in February/March, 2002. The Life Safety Command Center is linked directly to the Dearborn Police and Fire Emergency Dispatch operations center. The center is staffed 24 hours and utilizes redundant phone connections for continuous alarm and trouble reporting. The Dearborn Police and Fire Emergency Dispatch operations center utilizes an automated "Silent Knight" notification system that continually monitor fire and trouble alarm status, and automatically tests phone line connections daily. Supervisory trouble and alarm report logs are maintained by the Dearborn Police and Fire Emergency Dispatch operations center. The EST Fire Safety System includes the following features:

- a) fire alarm detection
- b) voice address communication
- c) fire fighters' telephone system
- d) AHU on-off, auto control switch and status indicator by unit
- e) fire pump power "OFF" indicator
- f) alarm notification pull stations

2. ***Fire Extinguishers:*** There are 23 extinguishers in the building located on each residential floor. The last inspection was June, 2008
3. ***Fire Hoses:*** Fire hoses are located on each floor at stairwell exits. The fire hoses were replaced in July/August 2006. Fire hoses are replaced with new hoses every five years as required by fire codes. Last inspection was June, 2008.
4. ***Safety Escapes:*** Tenants have a map in their apartment indicating the way to exit their apartments in case of fire or emergency. The Fire Alarm System also has a taped message in multiple languages in case of fire. Evacuation announcements can be made via the Fire Alarm System main panel located in the lobby.
5. ***Fire Doors:*** Ninety (90) minute rated fire doors are located at the entrance to each apartment, stairwells, and at all entrances and exits.
6. ***Beeper System:*** All managers, custodians and administrative staff have beepers controlled through the Police Department dispatch communications center.
7. ***Roof:*** Reinforced concrete with 2" insulation and built-up roofing. A new built-up roof carrying a 20 year manufacturer's warranty was installed in the spring/summer of 2000.

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

**II. HUBBARD MANOR WEST
22077 BEECH
12 STORIES--214 UNITS**

A. BUILDING DESCRIPTION

The building was constructed in 1976 at a cost of \$5,106,427 by the Snavelly Company, Inc. Seibert-Worley was the architect. The site occupies 2.5 acres and the building area is 233.10 ft. 59.4 ft. and 70 ft. x 90 ft. for a total of 159,069 square feet floor area. Twelve floors house 214 units. One hundred thirteen (113) tenant parking spaces.

B. UNIT DESCRIPTION

There are 213 one-bedroom apartments (502 sq. ft.) and 1 two-bedroom apartment (1,012 sq. ft.). Average rent for all units is \$508 per month. Projected annual rental revenue for all units is \$1,270,800. Actual monthly rent for each apartment varies according to resident income. Current minimum rent is \$437 and current maximum rent per unit is \$535.

C. HVAC SYSTEMS

1. *Space Heating Systems:*

There are three (3) Raypak Low Pressure Hot Water Natural Gas Heating Boilers, Model H6-2100, 1722 MBTUH output. Heating boilers supply hot water for space heating of individual apartments and common areas. Space heating boilers were replaced with new equipment listed above in September, 1994.

2. *Domestic Water Heating:*

There are two (2) Raypack Model 962 T-HWS, 788 MBTU hot water, natural gas fired boilers. The domestic hot water boilers supply heated water to individual apartments for cooking, bathing, etc. Domestic water boilers were replaced with new equipment listed above in September, 1994.

3. *Air Conditioning:*

Chilled water for apartment air conditioning is supplied by four (4) Trane, 55 ton Model CGAE-C60 rooftop chillers, each with two (2) compressors, F22 freon with a 3 horsepower motors. New chillers were installed in June 1995.

D. FIRE PROTECTION

1. *Fire Alarm and Emergency Communication System:*

EST Fire Safety System has been installed at Hubbard Manor East. The installation of this system was completed in February/March, 2002. The Life Safety Command Center is linked directly to the Dearborn Police and Fire Emergency Dispatch operations center. The center is staffed 24 hours and utilizes redundant phone connections for continuous alarm and trouble reporting. The Dearborn Police and Fire Emergency Dispatch operations center utilizes an automated "Silent Knight" notification system that continually monitor fire and trouble alarm status, and automatically tests phone line connections daily. Supervisory trouble and alarm report logs are maintained by the Dearborn Police and Fire Emergency Dispatch operations center. The EST Fire Safety System includes the following features:

- a) fire alarm detection
- b) voice address communication
- c) fire fighter's telephone system
- d) AHU on-off, auto control switch and status indicator by unit
- f) fire pump power "OFF" indicator
- f) alarm notification pull stations

2. *Fire Extinguishers:* There are 38 extinguishers in the building located on each residential floor. The last inspection was June, 2008.
3. *Fire Hoses:* Fire hoses are located on each floor at stairwell exits. The fire hoses were replaced in July/August 2006. Fire hoses are replaced with new hoses every five years as required by fire codes. Last inspection was June, 2008.
4. *Safety Escapes:* Tenants have a map in their apartment indicating the way to exit their apartments in case of fire or emergency. The Fire Alarm System also has a taped message in multiple languages in case of fire. Evacuation announcements can be made via the Fire Alarm System main panel located in the lobby.
5. *Fire Doors:* Ninety (90) minute rated fire doors are located at the entrance to each apartment, stairwells, and at all entrances and exits.
6. *Beeper System:* All managers, custodians and administrative staff have beepers controlled through the Police Department dispatch communications center.
7. *Roof:* Reinforced concrete with 2" insulation and built-up roofing. A new built-up roof carrying a 20 year manufacturer's warranty was installed in the spring/summer of 2000.

**SPECIFICATIONS FOR
PROPERTY INSURANCE
FOR
TOWNSEND TOWERS, KENNEDY PLAZA, SISSON MANOR**

Property Insurance shall be written on a Building and Personal Property Coverage Form with a Special Form Cause of Loss Endorsement to apply. Coverage shall be provided on a Blanket Basis, with an Agreed Amount Clause and without a Pro Rata Distribution Clause. The Policy is to cover all property of the City of Dearborn Housing Department in the amounts and at the locations specified in the attached Statement of Location information for a two (2) year term. The Housing Commission will consider a one (1) year term.

- Option 1: \$ 5,000 deductible - two year term
- Option 2: \$10,000 deductible - two year term
- Option 3: \$ 5,000 deductible - one year term
- Option 4: \$10,000 deductible - one year term

The policy is to be written:

- 1) With an Agreed Amount of Insurance Clause reading as follows: "It is expressly stipulated and made a condition of this contract that in the event of loss this Company shall be liable for no greater proportion thereof than the total amount \$30,459,047."
- 2) Without a Pro Rata Distribution Clause.
- 3) With this endorsement: "It is understood and agreed that all checks issued by the company in payment of losses shall, if the damage exceeds the deductible limit, be payable to the Dearborn Housing Commission and the Department of Housing and Urban Development. It is further agreed that checks in payment of damage not exceeding deductible limit shall name as payee the Dearborn Housing Commission.
- 4) To provide that cancellation may not be effected by the company without one hundred twenty (120) days prior written notice to the insured.
- 5) Subject to pro rata cancellation until the policy has been approved by the Department of Housing and Urban Development.
- 6) With the Vacancy Clause removed.
- 7) Naming as insured the Dearborn Housing Commission and the Department of Housing and Urban Development along with naming the City of Dearborn as an additional insured.

**SPECIFICATIONS FOR
COMMERCIAL GENERAL LIABILITY INSURANCE
FOR
TOWNSEND TOWERS, KENNEDY PLAZA, SISSON MANOR**

This insurance, for the Dearborn Housing Authority, shall be issued on an Insurance Services Office's Commercial General Liability Occurrence Form describing each Project by name and number.

Policy term shall be for two (2) years. The Housing Commission will also consider a term of one (1) year.

The limit of liability is to be:

- Option 1: \$1,000,000 per occurrence, \$2,000,000 general aggregate with \$5,000 deductible - two year term
- Option 2: \$1,000,000 per occurrence, \$2,000,000 general aggregate with \$10,000 deductible - two year term
- Option 3: \$1,000,000 per occurrence, \$2,000,000 general aggregate with \$5,000 deductible - one year term
- Option 4: \$1,000,000 per occurrence, \$2,000,000 general aggregate with \$10,000 deductible - one 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 PHA 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) "This policy shall be subject to pro rata cancellation, by the insured, until the policy has been approved by the Department of Housing and Urban Development."
- 4) "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."

NOTE: Liability Policies (either General or Automobile) with any special exclusions with reference to Riot and Civil Commotion shall not be considered as a conforming or qualified Bid.

**SPECIFICATIONS FOR
BOILER AND MACHINERY INSURANCE
FOR
TOWNSEND TOWERS, KENNEDY PLAZA, SISSON MANOR**

The insurance for the Dearborn Housing Authority is to be issued on a Commercial Boiler and Machinery Insurance Policy Form or a comparable form providing the broadest coverage available on all Boilers, Heating, Cooling, Ventilation, and Elevator equipment. A per accident limit of \$2,000,000 is requested. Policy term shall be two (2) years. The Housing Commission will consider a term of one (1) year.

This insurance is to be written with Repair and Replacement Coverage without Bodily Injury Liability and to insure all objects within the above blanket group description at the following locations. The objects are listed for rating and proposal evaluating purposes only. Coverage is to extend to all objects in the blanket group description.

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) "It is understood and agreed that all checks issued by the company in payment of losses shall, if the damage exceeds \$2,500, be payable to the Dearborn Housing Commission and the Department of Housing and Urban Development. It is further agreed that checks in payment of damage not exceeding \$2,500 shall name as payee the Dearborn Housing Commission."
- 3) Show Secretary of the U.S. Department of Housing and Urban Development, his successor or assignees, as their interest may appear, as mortgagee.
- 4) 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.

Boiler Inspection Reports: The original and one copy of the Inspection Reports shall be mailed to the Housing Authority.

PROPOSAL FOR
PROPERTY COVERAGE INSURANCE
FOR

TOWNSEND TOWERS, KENNEDY PLAZA, SISSON MANOR

I (we) hereby propose to provide Property Insurance for a 2 (two) year term for all three properties, together with any additions or extensions, furniture, fixtures, equipment and supplies belonging to the assured and located at the Projects listed below, with Optional Deductible limits of:

- Option 1: \$ 5,000 deductible; Two year term
- Option 2: \$ 10,000 deductible; Two year term
- Option 3: \$ 5,000 deductible; One year term
- Option 4: \$ 10,000 deductible; One year term

ANNUAL PREMIUM –OPTION 1: _____
ANNUAL PREMIUM - OPTION 2: _____
ANNUAL PREMIUM - OPTION 3: _____
ANNUAL PREMIUM - OPTION 4: _____

PROJECT DESCRIPTIONS:

Townsend Towers - 7000 Freda - Dearborn, MI

Completed in 1963; 79 units
Basement and 6 story brick on block precast concrete and glass and metal apartment building. Concrete slab, structural floors, framing block partitions, flat roof. Includes office, lounge, apartments, lighting, plumbing, heating and partial air conditioning.
Floor Area: 61,778 sq. ft.
Building CRN \$7,118,320
Personal Property CRN \$339,331
Total CRN \$7,457,651

Kennedy Plaza - 5111 Bingham - Dearborn, MI

Completed in 1968; 119 units
Basement and 9 story brick on block, glass and metal, curtain and precast concrete building. Concrete slab framing and structural floors. Plaster and gypsum partitions, flat roof, includes apartment activity areas, lighting, plumbing, heating and partial air conditioning.
Floor Area: 87,886 sq. ft.
Building CRN \$10,601,926
Personal Property \$401,465
Total CRN \$11,003,391

Sisson Manor - 1515 Mason - Dearborn, MI

Completed in 1970; 135 units
Basement and 10 story brick on block precast concrete and glass and metal apartment building. Concrete slab structural floors framing block partitions, flat roof. Includes office, lounge, apartments, lighting, plumbing, heating, partial air conditioning.
Floor Area: 94,323 sq. ft.
Building CRN \$11,449,970
Personal Property CRN \$548,035

Total CRN \$11,998,005

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

Submitted by _____
(Firm Name)

A. By: _____ Date: _____

(Name and Title)

PROPOSAL FOR
GENERAL LIABILITY INSURANCE
FOR

TOWNSEND TOWERS, KENNEDY PLAZA, SISSON MANOR

I (we) hereby propose to provided Comprehensive General Liability Insurance two (2) year term covering the Dearborn Housing Authority, with limits of \$1,000,000.00 per occurrence, \$2,000,000 general aggregate:

Option 1: \$5,000 deductible. 2 year term

Option 2: \$10,000 deductible. 2 year term

Option 3:

Option 4:

ANNUAL PREMIUM - OPTION 1:

ANNUAL PREMIUM - OPTION 2:

ANNUAL PREMIUM - OPTION 3:

ANNUAL PREMIUM - OPTION 4:

PROJECT DESCRIPTIONS:

Townsend Towers - 7000 Freda - Dearborn, MI

Completed in 1963; 79 units
Basement and 6 story brick on block precast concrete and glass and metal apartment building. Concrete slab, structural floors, framing block partitions, flat roof. Includes office, lounge, apartments, lighting, plumbing, heating and partial air conditioning.
Floor Area: 61,778 sq. ft.
Building CRN \$7,118,320
Personal Property CRN \$339,331
Total CRN \$7,457,651

Kennedy Plaza - 5111 Bingham - Dearborn, MI

Completed in 1968; 119 units
Basement and 9 story brick on block, glass and metal, curtain and precast concrete building. Concrete slab framing and structural floors. Plaster and gypsum partitions, flat roof, includes apartment activity areas, lighting, plumbing, heating and partial air conditioning.
Floor Area: 87,886 sq. ft.
Building CRN \$10,601,926
Personal Property \$401,465
Total CRN \$11,003,391

Sisson Manor - 1515 Mason - Dearborn, MI

Completed in 1970; 135 units
Basement and 10 story brick on block precast concrete and glass and metal apartment building. Concrete slab structural floors framing block partitions, flat roof. Includes office, lounge, apartments, lighting, plumbing, heating, partial air conditioning.
Floor Area: 94,323 sq. ft.
Building CRN \$11,449,970
Personal Property CRN \$548,035
Total CRN \$11,998,005

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

Submitted by _____
(Firm Name)

By: _____ Date: _____
(Name and Title)

PROPOSAL FOR
BOILER AND MACHINERY INSURANCE
FOR
TOWNSEND TOWERS, KENNEDY PLAZA, SISSON MANOR

I (we) hereby propose to provide Boiler and Machinery Insurance for a 2 (two) year term for all three buildings, together with any additions or extensions, belonging to the assured and located at the Project or Projects listed below, with Optional Deductible limits of:

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

Option 3:

Option 2: \$ 10,000 deductible; Two year term Option 4: \$ 10,000 deductible; One year term

ANNUAL PREMIUM - OPTION 1: _____
ANNUAL PREMIUM - OPTION 2: _____
ANNUAL PREMIUM - OPTION 3: _____
ANNUAL PREMIUM - OPTION 4: _____

PROJECT DESCRIPTIONS:
Townsend Towers - 7000 Freda - Dearborn, MI
Completed in 1963; 79 units

Kennedy Plaza - 5111 Bingham - Dearborn, MI
Completed in 1968; 119 units

Sisson Manor - 1515 Mason - Dearborn, MI
Completed in 1970; 135 units

The successful bidder is responsible for inspecting to determine each facilities schedule of covered equipment. Covered equipment is to include yet not limited to heating and cooling, air make up, exhaust system, elevator, elevator equipment, hot water heaters and compactors.

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

Submitted by _____

By: _____ Date: _____
(Name and Title)

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

**I. TOWNSEND TOWERS
7000 FREDA
6 STORIES -- 79 UNITS**

A. BUILDING DESCRIPTION

The building was constructed in 1961 and was completed in August of 1963.

Six floors above grade, an elevator penthouse, and a full basement. The ground floor consists of Lobby, Lounge, Community Room and four (4) two-bedroom apartments. The upper floors consist of fifteen one-bedroom apartments with balconies. The basement consists of mechanical and electrical equipment rooms, laundry, maintenance, storage and occupational therapy (multipurpose) spaces.

B. BUILDING CONSTRUCTION

Structural System: Reinforced concrete columns and beams

Ground Floor Walls: Steel sash with insulated glass panes from floor to ceiling with 2" porcelain-enameled insulated panels above and below vision areas of the aluminum window framing.

Typical Apartment Floor Walls: Insulated pre-cast panel; steel sash with single pane glazing with 2" insulated panels in top and bottom sections. Single door is adjacent to steel sash with insulated glass pane and 2" insulated panels in bottom sections.

Roof: Reinforced concrete with 2" insulation and built-up roofing. A new built-up roof carrying a 20 year manufacturer's warranty was installed in the spring of 2001.

C. HEATING

1. Space Heating Systems:

Three (3) natural gas fired low pressure steam boilers located in the basement Mechanical Equipment Room are used for space heating. Boilers were manufactured by Burnham Industrial Boilers – Model EL-30-G-GP. Each boiler is rated for 782 MBTU'S . Low pressure steam is piped to perimeter finned tube radiation and convectors and a basement heating and ventilating unit (3,000 cfm). The basement heating and ventilating unit works together with a return air fan to ventilate the Mechanical Equipment Room. New replacement boilers, valves and piping were installed in September, 2002.

2. Domestic Water Heating:

There are two (2) Raypack Model H3-962, 788 MBTU hot water, natural gas fired boilers. The domestic hot water boilers supply heated water to individual apartments for cooking,

bathing, etc. Domestic water boilers were replaced with new equipment listed above in September, 2002.

D. FIRE PROTECTION

1. *Fire Alarm and Emergency Communication System:*

EST Fire Safety System has been installed at Townsend Towers. The installation of this system was completed in February/March, 2002. The Life Safety Command Center is linked directly to the Dearborn Police and Fire Emergency Dispatch operations center. The center is staffed 24 hours and utilizes redundant phone connections for continuous alarm and trouble reporting. The Dearborn Police and Fire Emergency Dispatch operations center utilizes an automated "Silent Knight" notification system that continually monitor fire and trouble alarm status, and automatically tests phone line connections daily. Supervisory trouble and alarm report logs are maintained by the Dearborn Police and Fire Emergency Dispatch operations center. The EST Fire Safety System includes the following features:

- a) fire alarm detection
- b) voice address communication
- c) fire fighter's telephone system
- d) AHU on-off, auto control switch and status indicator by unit
- g) fire pump power "OFF" indicator
- f) alarm notification pull stations

- 2. *Fire Extinguishers:* There are 14 extinguishers in the building located on each residential floor. The last inspection was June, 2008.
- 3. *Fire Hoses:* All fire hoses were replaced in July/ August, 2006. Fire hoses are replaced with new hoses every five years as required by fire codes. Last inspection was June, 2008.
- 4. *Fire Pump:* Peerless fire Pump Model #ABF10, RPM 3530, FT Rating 153, GPM Rating 500. A new Jockey Pump was installed in accordance with NFPA #20, in April, 1985.
- 5. *Safety Escapes:* Tenants have a Map in their apartment indicating the way to exit their apartments in case of fire or emergency. The Fire Alarm System also has a taped message in case of fire, or announcements can be made via the Fire Alarm System.
- 6. *Fire Doors:* Ninety (90) minute rated fire doors are located at the entrance to each apartment, stairwells, and at all entrances and exits.

E. Unit Revenue

Townsend Towers

There are 74 one-bedroom apartments (480 sq. ft.) and 4 two-bedroom apartment (629 sq. ft.). Average tenant rent for all units is \$189 per month. Projected annual rental revenue for all units

is \$170,290 without subsidy. Actual monthly rent for each apartment varies according to resident income. Average monthly federal operating subsidy is \$209 per unit. Average monthly rent revenue plus operating subsidy is therefore \$398 per unit.

BUILDING DATA INFORMATION FOR

ASSISTANCE IN OBTAINING INSURANCE

II. KENNEDY PLAZA 5111 BINGHAM 9 STORIES -- 119 UNITS

A. BUILDING DESCRIPTION

The building was constructed in 1966 and has nine floors above grade and a partial basement.

Floors two through nine are used for living units and have balconies. The first floor consists of Lobby, Lounge, Community Room, Office and Craft Rooms. The basement is used for mechanical, electrical, maintenance, rubbish and storage rooms. The laundry is located on the second floor. A mechanical equipment penthouse houses the boiler and heating equipment.

B. BUILDING CONSTRUCTION

Structural System: Reinforced concrete columns and beams

Ground Floor Walls: Insulated glass in aluminum frames with 1'4" high brick and block sill.

Typical Apartment Floor Walls: 12" masonry consisting of 4" face brick, 4" air space 4" face brick; insulated glass in aluminum frame with operable lower section; insulated glass in aluminum sliding doors.

Roof: Reinforced concrete with 2" insulation and built-up roofing. A new built-up roof carrying a 20 year manufacturer's warranty was installed in the spring of 2001.

C. HEATING

1. *Space Heating Systems:*

There are two (2) Raypak Low Pressure Hot Water Natural Gas Heating Boilers, Model H6-3500, 1722 MBTUH output. Heating boilers supply hot water for space heating of individual apartments and common areas. Space heating boilers were replaced with new equipment listed above in September, 1994.

2. *Domestic Water Heating:*

There is one (1) Raypack Model H3-962, 788 MBTU hot water, natural gas fired boiler. The domestic hot water boilers supply heated water to individual apartments for cooking, bathing, etc. Domestic water boilers were replaced with new equipment listed above in September, 1994.

D. FIRE PROTECTION

1. *Fire Alarm and Emergency Communication System:*

EST Fire Safety System has been installed at Kennedy Plaza. The installation of this system was completed in February/March, 2002. The Life Safety Command Center is linked directly to the Dearborn Police and Fire Emergency Dispatch operations center. The center is staffed 24 hours and utilizes redundant phone connections for continuous alarm and trouble reporting. The Dearborn Police and Fire Emergency Dispatch operations center utilizes an automated "Silent Knight" notification system that continually monitor fire and trouble alarm status, and automatically tests phone line connections daily. Supervisory trouble and alarm report logs are maintained by the Dearborn Police and Fire Emergency Dispatch operations center. The EST Fire Safety System includes the following features:

- a) fire alarm detection
- b) voice address communication
- c) fire fighter's telephone system
- d) AHU on-off, auto control switch and status indicator by unit
- h) fire pump power "OFF" indicator
- f) alarm notification pull stations

- 2. *Fire Extinguishers:* There are 20 extinguishers in the building located on each residential floor. The last inspection was June, 2008.
- 3. *Fire Hoses:* There are 20 hoses in the building. All fire hoses were replaced in July/August 2006. Fire hoses are replaced with new hoses every five years as required by fire codes. Last Inspection was June, 2008.
- 4. *Fire Pump:* (P-4) 30 HP and Jockey Pump (P-5) 5 HP
- 5. *Safety Escapes:* Tenants have a Map in their apartment indicating the way to exit their apartment in case of fire or emergency. The Fire Alarm System also has a taped message in case of fire, or announcements can be made via the Fire Alarm System.
- 6. *Fire Doors:* Ninety (90) minute rated fire doors are located at the entrance to each apartment, stairwells, and at all entrances and exits.

E. UNIT REVENUE

Kennedy Plaza

There are 119 one-bedroom apartments (502 sq. ft.). Average rent for all units is \$199 per month. Projected annual rental revenue for all units is \$279,561. Actual monthly rent for each apartment varies according to resident income. Average monthly federal operating subsidy is \$207 per unit. Average monthly rent revenue plus operating subsidy is therefore \$406 per unit.

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

III SISSON MANOR

1515 MASON

10 STORIES -- 135 UNITS

A. BUILDING DESCRIPTION

Sisson Manor is a senior citizens' high rise apartment building with 135 units.

The building was constructed in 1968 and has ten floors above grade and a partial basement. Floors two through ten are used for living units and have balconies. The first floor consists of Lobby, Lounge, Community Room, Office, Craft and Party Rooms and one (1) two-bedroom apartment. The partial basement is used for mechanical, electrical, maintenance, rubbish and storage rooms. The laundry is located on the second floor. A mechanical equipment penthouse houses the boiler and heating equipment.

B. BUILDING CONSTRUCTION

Structural System: Reinforced concrete columns and beams

Ground Floor Walls: Insulated glass in aluminum frames with 1'4" high in the bottom section.

Typical Apartment Floor Walls: 9-1/2" masonry consisting of 4" face brick, 1-1.2" air space, 4" face brick; aluminum sliding windows with insulated glass and 1-1/2" insulated panel below; insulated sliding doors.

Roof: Reinforced concrete with 2" insulation and built-up roofing. A new built-up roof carrying a 20 year manufacturer's warranty was installed in the Fall of 2001.

C. HEATING

There are two (2) Raypak Low Pressure Hot Water Natural Gas Heating Boilers, Model H6-3500, 1722 MBTUH output. Heating boilers supply hot water for space heating of individual apartments and common areas. Space heating boilers were replaced with new equipment listed above in September, 2001.

There is one (1) Raypack Model H3-962, 788 MBTU hot water, natural gas fired boiler. The domestic hot water boilers supply heated water to individual apartments for cooking, bathing, etc. Domestic water boilers were replaced with new equipment listed above in September, 2001.

D. FIRE PROTECTION

1. *Fire Alarm and Emergency Communication System:*

EST Fire Safety System has been installed at Sisson Manor. The installation of this system was completed in January/February, 2000. The Life Safety Command Center is linked directly to the Dearborn Police and Fire Emergency Dispatch operations center. The center is staffed 24 hours and utilizes redundant phone connections for continuous alarm and trouble reporting. The Dearborn Police and Fire Emergency Dispatch operations center utilizes an automated "Silent Knight" notification system that continually monitor fire and trouble alarm status, and automatically tests phone line connections daily. Supervisory trouble and alarm report logs are maintained by the Dearborn Police and Fire Emergency Dispatch operations center. The EST Fire Safety System includes the following features:

- a) fire alarm detection
 - b) voice address communication
 - c) fire fighter's telephone system
 - d) AHU on-off, auto control switch and status indicator by unit
 - i) fire pump power "OFF" indicator
 - f) alarm notification pull stations
2. *Fire Extinguishers:* There are 22 extinguishers in the building located on each residential floor. The last inspection was June, 2008.
 3. *Fire Hoses:* There are 22 hoses in the building. All fire hoses were replaced in July/August , 2006. Fire hoses are replaced with new hoses every five years as required by fire codes. Last inspection was June, 2008.
 4. *Fire Pump:* (P-4) 40 HP, Jockey Pump (P-5) 5 HP.
 5. *Safety Escapes:* Tenants have a Map in their apartment indicating the way to exit their apartment in case of fire or emergency. The Fire Alarm System also has a taped message in case of fire, or announcements can be made via the Fire Alarm System.
 6. *Fire Doors:* Ninety (90) minute rated fire doors are located at the entrance to each apartment, stairwells, and at all entrances and exits.

E. UNIT REVENUE

Sisson Manor

There are 134 one-bedroom apartments (480 sq. ft.) and 1 two-bedroom apartment (629 sq. ft.). Average rent for all units is \$255 per month. Projected annual rental revenue for all units is 404,828. Actual monthly rent for each apartment varies according to resident income. Average monthly federal operating subsidy is \$182 per unit. Average monthly rent revenue plus operating subsidy is therefore \$437 per unit.

2) SCOPE OF SERVICES:

a) Contractor Responsibilities

- i. **CLAIM 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.
- ii. **ENGINEERING SERVICES:** The bid should 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.
- iii. **CERTIFIED DUPLICATE POLICY:** The company receiving the award shall deliver to the insured an original and a certified duplicate copy of this proposed insurance.
- iv. The bidder is required to examine the specifications and risks to be covered. Failure to do so will be at the bidders own risk. It is assumed that the bidder has made such investigation as to be fully informed as to the extent and character of the hazards and of the requirement of the specifications. NO warranty is made or implied as to the information contained in the specifications.
- v. Minimum required Best Rating of submitting insurance companies shall be A = (excellent) with a financial size category of VI.
- vi. Submitting agency must provide proof of Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence along with naming City of Dearborn as certificate holder.
- vii. Any deviation from the requested coverage must be identified.
- viii. Quarterly claims reviews shall be offered with the Senior Adjuster assigned to the City of Dearborn account.
- ix. Loss Control Services in the amount of twelve hours annually shall be provided.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1. SUBMISSION REQUIREMENTS:** You must submit your original signed bid and six (6) copies (for a total of one signed original and six copies) by the bid deadline.
- 2. CONTRACT TERM:** The contract shall be for a term of one year (term dates identified above), effective upon execution and notice to proceed, with up to one, one-year renewal (if offering second-year pricing as requested) at the sole discretion of the City of Dearborn. After a final award and execution of the contract, the Contractor must complete said Agreement.
- 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. ESTIMATED QUANTITIES:** The quantities shown are estimates only, for the purpose of comparing bids and the City of Dearborn reserves the right to increase or decrease amounts as circumstances may require.
- 5. EQUALS:** Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Samples of the equal must be submitted to the Purchasing Division by the pre-bid question deadline date listed on the cover page. 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.
- 6. 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 will be required no later than five (5) business days of request. A "Notice of Intent to Recommend for Award" letter via e-mail or other means 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.

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 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.
- 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) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.

22) 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 37

PRICE PAGE 38

VERIFICATION OF MINIMUM QUALIFICATIONS FORM 40

BUSINESS INFORMATION QUESTIONNAIRE 42

SUBCONTRACTOR FORM..... 44

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 Pricing Pages. 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 C.R._____. 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 this form shall result in your bid being deemed nonresponsive and rejected without any further evaluation.

NOTE: USE PRICING PAGES AS IDENTIFIED THROUGHOUT DOCUMENT.

VERIFICATION OF MINIMUM QUALIFICATIONS 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.

- a) *Must have been in the business of providing the requested services for a period of at least FIVE years.***

Provide a summary of how you meet this qualification, or attached documentation showing you meet this requirement:

- b) *Must be able to provide the City of Dearborn at least three (3) business references who has received services from your business.***

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

1. Company (that performed work): _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

2. Company(that performed work): _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

3. Company: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

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

Midwest Claims Service, Inc.
ml61019 - DEARBORN HOUSING COMMISSION

Report Date: 9/5/2008 12:30:45 PM
 Agent Copy:

File No.	Date	Major/Minor Code	DESCRIPTION	LOSS PAYMENT	EXPENSE PAYMENT	RECOVERY	TOTAL INCURRED
DEARBORN HOUSING COMMISSION - ml61019							
18504	CL	5/28/1997	170-101	Bodily Injury	TRIPPED & FELL OVER PLYWOOD PLACED BY THE DEAR	\$1,500.00	
18574	CL	6/20/1997	020-102	Lightning	LIGHTNING STRUCK BUILDING DAMAGING TRANS FORME	\$41,162.87	
20596	CL	3/16/1998	170-101	Bodily Injury	CAUSE OF DEATH DUE TO ACCIDENTAL DROWNING BY	\$0.00	
91509	CL	11/8/1998	170-109	Property Damage	WINDOW BROKE OUT FROM APT. FELL FROM 2ND FLOOR	\$0.00	
91627	CL	12/25/1998	020-101	Fire	FIRE AT 22077 BEECH, HUBBARD WEST	\$79,541.32	
92407	CL	6/3/1998	170-101	Bodily Injury	CLAIMANT SLIPPED & FELL ON INSURED'S PREMISES. - D	\$5,000.00	
92439	CL	2/8/1999	170-124	Medical Pay	CLAIMANT FOOT CAUGHT ON THE CORNER OF A CONSTR	\$0.00	
93922	CL	8/13/1999	170-124	Medical Pay	CLAIMANT LOST HER FOOTING ON THE WALKWAY AND HI	\$0.00	
94114	CL	3/20/1999	170-124	Medical Pay	CLAIMANT TRIPPED & FELL ON THE PREMISES OF KENNE	\$0.00	
95806	CL	8/6/1999	170-101	Bodily Injury	COLLIER, CHRISTELJOV - CLAIMANT SUSTAINED INJURIES	\$20,000.00	
95796	CL	8/13/1999	170-124	Medical Pay	Haweth, Helen allegedly trip and fall on un-even sidewalk	\$0.00	
96386	CL	10/4/1998	170-101	Bodily Injury	ABRAHAM, FRIEDAOV - CLAIMANT TRIPPED & FELL ON P	\$0.00	
100197	CL	2/24/2001	170-124	Medical Pay	CHICKO, NANCY - CLAIMANT SLIPPED & FELL ON ICE IN T	\$0.00	
103629	CL	1/29/2001	170-124	Medical Pay	GNEWEK, LILLIANOV - CLAIMANT FELL IN PARKING LOT	\$0.00	
121521	CL	5/16/2005	020-101	Fire	HUBBARD EAST APARTMENT #1013-FIRE IN KITCHEN, DA	\$9,035.52	
12485	CL	7/5/2005	171-101	Zoning	WILLIAMS-MURPHY-CLAIMANT ALLEGES RACIAL DISCRIM	\$0.00	
125006	CL	4/16/2006	020-101	Fire	7000 Freeds - Townsend / FIRE AT HOUSING COMPLEX.	\$240,608.11	
129327	CL	2/25/2007	020-101	Fire	1515 MASON APT 814. FIRE AT SISSON MANOR.	\$59,440.06	
Report Totals:				\$459,265.88	\$40,820.73	\$12,394.94	\$481,711.67