

**Invitation to Bid  
Ann Arbor Housing Commission  
Snow Removal Services - FY2009  
BID #ITB-3973**

September 12, 2008

Dear Sir/Madam:

The Ann Arbor Housing Commission is soliciting bids for snow removal for its sixteen (16) properties. The Housing Commission properties have been separated into two individually managed sites. Please review the Scope of Work sheet of appropriate site set-up for our East and West side AMP's. Contractor must submit two prices; one for West side and one for East side properties. This contract is for services pertaining to FY09 only. The Housing Commission may renew this contract for two additional years independently for FY10 and FY11, respectively, not to exceed a total of three (3) years.

Bids will be available for pick-up on September 15, 2008 at 9:00 A.M. at the Ann Arbor Housing Commission or can be downloaded electronically from BidNet (MITN) at [www.govbids.net](http://www.govbids.net) or the Purchasing page on the City of Ann Arbor's website at [www.a2gov.org](http://www.a2gov.org). Bid responses must be received no later than 2:00 P.M., on Wednesday, October 1, 2008 at the Procurement Office, 100 N. Fifth Ave., Fifth Floor, Ann Arbor, MI 48104. Bids received after the deadline will not be accepted.

**An original and one copy of your bid must be sealed and titled "Snow Removal Bid: ITB-3973: and delivered to:**

**Attn: Dee Lumpkin, Procurement Assistant  
City of Ann Arbor  
100 N. Fifth Ave. – Fifth Floor  
Ann Arbor, MI 48104**

Attention is directed to the enclosed instructions to bidders sheet, scope of work, requirements for submittal, evaluation criteria, Proposal Form Bid Form, HUD 5369-C form, HUD-5369-B form, HUD-5370-C form, Certification of Non-segregated Facilities, a list of three (3) references, a list of technical resources, and the City of Ann Arbor Contract Compliance Form.

Questions pertaining to this bid solicitation should be directed to Weneshia Brand at (734) 994-4926.

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## Instructions To Bidders

The bidder shall consider and follow the information and instructions to bidders. This document contains information pertaining to bid preparation and submissions, explanations and interpretations for prospective bidders, amendments to the invitation for bids, responsibility of prospective contractor, late submissions, modifications and withdrawal of bids, bid opening, contract award, liquidated damages, and assurance of completion.

Each request for interpretation as to the meaning of specifications shall be directed to Weneshia Brand, Management Assistant (734) 994-4926. No inquiry within (3) days or after September 26, 2008, of the date fixed for bid opening, October 1, 2008, will be given consideration. Every addendum, if issued will be sent as promptly as is practical to each person to whom the bid invitation and specifications have been issued. All addenda shall become part of the bid documents. Failure of the Commission to send, or any bidder to receive any such interpretation shall not relieve any bidder from an obligation under this bid document.

### Bid Forms

The proposal bound into this specification including: Proposal Form, Bid Form, Representations, Certifications and Other Statements of Bidders (HUD 5369-C), Instructions to Offers Non-Construction for Contracts (HUD-5369-B), General Conditions for Non-Construction Contracts (HUD-5370-C), Certification of Non-segregated Facilities, a list of three (3) references, a list of technical resources and the City of Ann Arbor Contract Compliance Form is required in order to be considered as responsive to the bid request. Failure to submit this information becomes grounds for immediate rejection of the bid.

Bids may not be withdrawn for a period of (60) Sixty days after the time established for receiving bids.

### Irregularities

Any error and/or omission in the bidding forms or any other irregularity as a result of negligent preparation shall not furnish cause for relief from damages resulting there from nor in any way relieve the contractor from fulfillment of all contractual obligations as provided for in the Contract Documents.

### Bid Preparation and Submission

All bids must be submitted on the forms provided by the Ann Arbor Housing Commission. Bidders shall furnish all information required by this solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet, which requires the entry of information by the bidder. The person signing the bid must initial erasures or other changes. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Snow Removal Bid: 2008-2009", the bidder's name, and the date and time of receipt of the bid at the Ann Arbor Housing Commission.

## **Instructions to Bidders Continued:**

### Evaluation Criteria

The Ann Arbor Housing Commission will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms of the proposed contract. In determining the responsibility of a bidder, the Ann Arbor Housing Commission will use the following evaluation criteria:

- (1) Bid price; firm fixed-price (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
- (2) Responsiveness; a bid must conform to the material requirements of the Invitation To Bid (ITB), by which the bid has not altered the specifications, terms, conditions, or attempt to impose different terms and conditions.
- (3) Responsibility;
  - a. Have adequate financial resources to perform the contract, or ability to obtain them.
  - b. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
  - c. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
  - d. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offer's existing commercial and governmental business commitments;
  - e. Have a satisfactory performance record;
  - f. Have a satisfactory record of integrity and business ethics; and
  - g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation (LDP).

Before a bid is considered for award, the bidder must submit documentation regarding all of the items above. Failure of the bidder to provide such additional information shall render the bidder not responsive and/or responsible and deemed ineligible for contract award.

### Contract Modification

Only the Executive Director or her designee has the authority to modify any terms or condition of this contract. Any contract modification shall be authorized in writing.

### Assignment of Contract

The contractor shall not assign or transfer any interest in this contract; except that claims for money due or to become due from the Ann Arbor Housing Commission under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Executive Director. If the contractor is a partnership, this shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Executive Director.

### Renewal Options

This contract is initially executed for services pertaining to FY09 only. The Housing Commission

shall retain the right to renew this contract, at the Housing Commission's option, to renew this contract for two additional years, independently, for the years named in the ITB document that the Housing Commission received pricing for, the total contract term shall not exceed three years.

### **Instructions to Bidders Continued:**

#### Insurance Requirements

The contractor will secure and maintain during the term of the contract insurance from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors, City of Ann Arbor, and The Ann Arbor Housing Commission from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract.

The contractor will furnish insurance certificates within seven (7) days of being notified of acceptance of his/her bid. Execution of this contract will not occur until evidence of all required insurance has been submitted and approved by The Ann Arbor Housing Commission. The contractor must cease work if any of the required insurance is canceled or expires. Copies of certificates of insurance shall be submitted to, and approved by, The Ann Arbor Housing Commission prior to the execution of the contract. The Certificate shall specifically name the Ann Arbor Housing Commission as an additional insured party. **In the area for the listing of additional insured on the binder it must read: "Ann Arbor Housing Commission 727 Miller Avenue, Ann Arbor, Michigan 48103."** The certificates must contain the agreement of the insurance company notifying the City ten (10) days prior to any cancellation or material alteration of the policy. **The cancellation clause must have the language "will mail" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" removed from this clause.** The contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:

- a. Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregates together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
- b. Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1000,000 with a deductible of not greater than \$1,000;
- c. Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.
- d. Worker's compensation coverage evidencing carrier and coverage amount required by the State of Michigan.

### Indemnification

- A. The Contractor shall indemnify, defend, and hold the HA (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Michigan Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision

### **Instructions to Bidders Continued:**

and this contract; provided, however, that Contractor will not be required to indemnify the HA against any loss or damage which was specifically caused by the HA providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

- B. In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HA. If the Contractor shall fail to do so, the HA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- C. Any money due to the Contractor under and by virtue of this contract, which the HA believes must be withheld from the Contractor to protect the HA, may be retained by the HA so long as it is reasonably necessary to ensure the HA's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HA provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HA from any potential claims.
- D. The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

### Affirmative Action and Nondiscrimination

The Contractor agrees that it will comply and will require its subcontractors to comply with City policies and procedures concerning equal opportunity, affirmative action and nondiscrimination in employment and public accommodations as provided in Title IX, Chapter 112 of the Ann Arbor City Ordinances including paragraphs 9:161 items 1-6, which has been provided as part of this request.

#### Prevailing Wages

The Contractor agrees that it will comply and will require its subcontractors to comply with City policies and procedures concerning prevailing wages as provided in Title I, Chapter 1:319. of the Ann Arbor City Ordinances, which has been provided as part of this request.

#### HUD Section 3 Clause

The HUD Section 3 Clause has been included for your reference. It is the practice of the Ann Arbor Housing Commission to encourage all contractors to make all reasonable attempts to comply with Section 3, regardless of whether the project requires Section 3 status or not. The Ann Arbor Housing Commission will expect all contractors to make every attempt to employ low-income residents.

#### Subcontracts

No subcontracting will be allowed under this contract.

#### Payments

The Ann Arbor Housing Commission shall pay the contractor the price as provided in this contract within (30) days of receipt of an invoice and acceptance of the work. Should the Ann Arbor Housing Commission choose to accept the alternative seasonal price, and then monthly progress payments may be made. Provided that an invoice for such a progress payment is received before the end of the first week of each month during the contracts duration.

#### Signature to Bid

Bids shall be made on the enclosed bid forms showing the name of the issuing company or quoting agency, and signed by the owner or an executive officer of the firm.

#### Attendance at Bid Opening

On Friday, September 19, 2008 at 3:30 p.m. a public bid opening will be held at 727 Miller Avenue, Community Room, Ann Arbor Mi 48103. The content of the bids received will be made public for the bidders and others properly interested who may be present in person or by their representatives.

#### Award of the Contract

The Ann Arbor Housing Commission will evaluate bids in response to this solicitation without discussions and will award a contract to the responsive and responsible bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the Ann Arbor Housing Commission. *The Ann Arbor Housing Commission may award Contracts to multiple Bidders* based on the evaluation criteria listed in the instructions to Bidders.

The Ann Arbor Housing Commission may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received.

Award of contract will be contingent upon budget authority for the project in comparison with the bids received, establishment of the lowest responsive and responsible bidder as identified with the evaluation criteria provided in the instructions to bidders, and Ann Arbor Housing Commission Board approval.

#### General Provisions

The Ann Arbor Housing Commission reserves the right to waive any informality and to reject any and all bids.

No bid may be withdrawn for sixty- (60) days from the date set for bid opening. All prices shall be on a firm-fixed price basis and are not subject to adjustment based on costs incurred.

Bidders shall be advised that, prior to award of any contract, the Ann Arbor Housing Commission reserves the right to conduct a pre-award survey for the purpose of determining the bidder's capacity and quality of work performed on other contracts.

The bidder is required to examine the specifications and risks to be covered. Failure to do so will be at the bidder's own risk. It is assumed that the bidder has made such investigation as to be fully informed as to the extent and characteristics of the hazards and of the requirements of the specifications. No warranty is made or implied as to the information contained in the specifications.

## Scope of Services

- 1.1 The contractor shall provide snow removal services to the Ann Arbor Housing Commission as specified in this document. The contractor will provide all necessary tools, supplies, vehicles and manpower to perform the specified work.
  - a. The lots are to be plowed when snow accumulated at 1 inch or higher;
  - b. All drives, sidewalks, steps, porches and court yards will have snow removed from their entire width and length;
  - c. Snow removal will start no later than 5:30 A.M., and be 100% completed by 7:30 A.M., Sunday through Saturday;
  - d. If the Ann Arbor Housing Commission has to supply services and/or contract to another vendor, the difference in cost will be charged back to the vendor under contract;
  - e. Snow must be properly placed to minimize loss of parking spaces;
  - f. Prior agreement is necessary before service is to begin;
  - g. Salt shall be applied to the entire width and length to all Housing Commission owned properties including: drives, parking lots, sidewalks, steps, porches and courtyards, when;
    1. Slippery, and/or icy conditions warrant.
    2. After any type of ice storm.
    3. Any accumulation of ice or snow under a previous agreed upon amount.
    4. At the Housing Commission's request.
- 1.2 After such snow removal is complete all areas will be sufficiently salted. Salting or ice melting solution of the same areas is required in the event of any ice storm. The Property Manager will determine sufficient salting or ice melting solution. If it is determined that the salting or ice melting solution was insufficient you will be required to reapply.
- 1.3 The contractor shall maintain and provide to the Ann Arbor Housing Commission a detailed snow removal log. Information included in this log will be the date and start time of the crew, amount of snow or ice present at start time, the amount of ice melting solution used, in pounds, the number of workers on the crew, the time the crew finished the work, and a description of the condition of the walks and or drives at the finishing time. Please note that the form has been provided. No payments for services will be released prior to this documentation being received by the Accountant.
- 1.4 The bid shall be made on a per AMP basis, which shall include both a per-push price, and a seasonal price. The Ann Arbor Housing Commission shall chose the option, which it deems to be in the best interest of the Commission. The snowfall amount to be used for calculation of the per-push price is an accumulation of at least one (1) inch.
- 1.5 For inspection and investigation purposes a map of the sites of the Ann Arbor Housing Commission is included in this invitation.

## Scope Of Services Continued

### 1.6 Locations and areas to be serviced:

#### **EAST SIDE AMP**

##### **Green Road**

1701-1747 Green Rd.

##### **White/State/Henry**

1521 State Street, 701-719 Henry Street,  
1514-1520 White Street

##### **Hikone**

2702-2760 Hikone Street

##### **Oakwood**

3465-3585 Oakwood Street

##### **Platt Road (Colonial Square)**

3681–3689 Platt Rd.

##### **Broadway Terrace**

1504-1508 Broadway

##### **Platt Road**

3451-3457 Platt Rd.

##### **(4) Baker Common**

106 Packard

#### **WEST SIDE AMP**

##### **North Maple**

701-749 North Maple Road  
22,536 Sq Ft.

##### **Maple Meadows**

800-890 South Maple Rd.  
14,144 Sq Ft

##### **Evelyn Court**

909 Evelyn Court

##### **Hillside Manor**

1020-1042 Pennsylvania Ave.  
1. 1,525 Sq Ft  
2. 1,525 Sq Ft  
3. 2,250 Sq Ft

##### **Mallets Creek**

2670-2680 South Main Street  
6,845 Sq Ft

##### **(1) Miller Manor**

727 Miller Avenue  
14,250 Sq Ft

##### **(3) W. Washington**

805-807 W. Washington

##### **(2) S. Seventh**

221-253 S. Seventh  
2,100 Sq Ft

- 1.7 It is incumbent upon bidders/offerors to provide acceptable evidence of commitment or explicit arrangement that will be in existence at the time of contract award to rent, purchase, or otherwise acquire the needed facilities, equipment, financing, personnel, or other resources. Bidder/offerors shall complete the technical resources and City of Ann Arbor Contract Compliance Form in its entirety.
- 1.8 (1) Miller Manor, (2) South Seventh, (3) West Washington, and (4) Baker Commons are deductive alternates. The first deduct alternate will be removed to produce an acceptable bid, then the second alternate should be applied, and so on, until an acceptable price and bidder is identified.



## **Requirements For Submittal**

To be considered responsive, a bid must conform to the material requirements of the ITB. The following documents **must be completed and submitted in the order listed to be considered responsive:**

1. Proposal Form
2. Bid Form
3. Representations, Certifications and Other Statements of Bidders (HUD 5369-C)
4. Instructions to Offers Non-Construction for Contracts (HUD-5369-B)
5. General Conditions for Non-Construction Contracts (HUD-5370-C)
6. Certification of Non-segregated Facilities
7. City of Ann Arbor Contract Compliance Form
8. City of Ann Arbor Living Wage Ordinance Declaration Compliance Form
9. A list of three (3) references.
10. A list of technical resources including, snow removal vehicles, snow blowers, and other snow removal related equipment.

The documents listed above will be reviewed by the Housing Commission to determine compliance with the requirements of this project. The Ann Arbor Housing Commission reserves the right to accept or reject any and all bids and to waive any informality in bids received if it is in the best interest of the Housing Commission to do so.



## Proposal Form

Ann Arbor Housing Commission  
727 Miller Avenue  
Ann Arbor, MI 48103

The undersigned, as Bidder, hereby declares that this bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined indexed items in the Invitation to Bid and understands all the same. The Bidder declares that he or his representative has made a personal investigation at the site and of the work herein proposed and is fully informed as to the nature of the work and the conditions relating to its performance.

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

The undersigned hereby proposes to perform all work described in the Scope of Work and Specifications, including any Addenda issued thereto, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work herein described in strict accordance with all terms of the Contract of which this Proposal is one part.

In accordance with these Contract Documents dated \_\_\_\_\_, and Addenda thereto numbered \_\_\_\_\_, the undersigned, as Bidder, hereby proposes to perform at the site(s) specified in Ann Arbor, Michigan, the work enumerated in the attached Bid Form for amount set forth here.

The undersigned agrees to contract for said work and to furnish the necessary Insurance Certificates within seven (7) days after being notified of the acceptance of his Bid.

If this Proposal shall be accepted by the Ann Arbor Housing Commission and the Bidder shall fail to contract as aforesaid and to furnish the required Insurance Certificates with seven (7) days after being notified of the acceptance of this Bid, then the undersigned shall be considered to have abandoned the Contract and the Ann Arbor Housing Commission will execute a contract with the next lowest responsive and responsible bidder or re-bid the work.

In submitting this Bid, it is understood that the right is reserved by the Ann Arbor Housing Commission to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner deemed in the best interest of the Ann Arbor Housing Commission.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_  
Firm Name

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

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

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

## Bid Form

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

ADDRESS \_\_\_\_\_  
Street City State Zip

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

We, the undersigned, will furnish all labor, materials, equipment, services, facilities and all other items required for snow removal as defined by the Scope of Work and Specification for the Ann Arbor Housing Commission. The bid is being submitted in accordance with the documents and specifications, at the prices listed below.

### Per Push

### Seasonal

(More than 1 inch of snow accumulation, plow and salt)

### EAST SIDE PROPERTIES

|                            |                 |                 |
|----------------------------|-----------------|-----------------|
| <u>White/State/Henry</u>   | \$ _____        | \$ _____        |
| <u>Platt Road</u>          | \$ _____        | \$ _____        |
| <u>Platt Road (Col Sq.</u> | \$ _____        | \$ _____        |
| <u>Oakwood</u>             | \$ _____        | \$ _____        |
| <u>Green Road</u>          | \$ _____        | \$ _____        |
| <u>Hikone</u>              | \$ _____        | \$ _____        |
| <u>Broadway Terrace</u>    | \$ _____        | \$ _____        |
| <u>*(4)Baker Commons</u>   | \$ _____        | \$ _____        |
| <b><u>SUBTOTALS</u></b>    | <b>\$ _____</b> | <b>\$ _____</b> |

### WEST SIDE PROPERTIES

|                          |                 |                 |
|--------------------------|-----------------|-----------------|
| <u>North Maple</u>       | \$ _____        | \$ _____        |
| <u>Hillside Manor</u>    | \$ _____        | \$ _____        |
| <u>Evelyn Court</u>      | \$ _____        | \$ _____        |
| <u>Maple Meadows</u>     | \$ _____        | \$ _____        |
| <u>Mallet's Creek</u>    | \$ _____        | \$ _____        |
| <u>*(1)Miller Manor</u>  | \$ _____        | \$ _____        |
| <u>*(2)S. Seventh</u>    | \$ _____        | \$ _____        |
| <u>*(3)W. Washington</u> | \$ _____        | \$ _____        |
| <b><u>SUBTOTALS</u></b>  | <b>\$ _____</b> | <b>\$ _____</b> |
| <b><u>TOTALS</u></b>     | <b>\$ _____</b> | <b>\$ _____</b> |

*\* Items listed as Deductive Alternates: The first deduct alternate will be removed to produce an acceptable bid, then the second alternate should be applied, and so on, until an acceptable price and bidder is identified.*

**Bid Form Continued:**

ADDENDA

We acknowledge receipt of the following Addenda, which are included in our bid:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

TIME OF COMMENCEMENT

If awarded the Contract, we agree to begin the work described in the Contract Documents by \_\_\_\_\_ days after contract execution.

BID GUARANTEE

The prices stated in this bid are guaranteed for a period of not less than Sixty (60) days, nor more than \_\_\_\_\_ days from the date hereof, and, if authorized to proceed with that period, we agree to complete the work covered by this bid at said price.

INFORMATION REQUIRED

Bidder to state if individual, partnership, or cooperation:

1. If partnership, list names of all partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If corporation:  
(A) Give state of Incorporation: \_\_\_\_\_  
  
(B) Give state(s) in which qualified to do business: \_\_\_\_\_

3. Tax I.D. # \_\_\_\_\_ or SS# \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

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

## **Certification Of Non-segregated Facilities**

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C., subsection 1001.

---

NAME OF BIDDER

---

DATE

---

By

---

Title

---

Official Address (including zip code)

## **Prevailing Wages - Chapter 1:319. Of Title I Of The City Code**

Notwithstanding any other provision in this Code, the city shall not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by this section. The city administrator or his designee shall advise all persons seeking to contract with the city for public improvements of the terms of this section and shall post at an appropriate location in City Hall the prevailing wage information provided by the United States Department of Labor for the Ann Arbor area.

(Ord. No. 37-75, 6-30-75)

## **Michigan EEO Clause**

It is agreed that the Contractor and his/her subcontractors will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of its covenant may be regarded as a material breach of the Contract.

## **City Of Ann Arbor Living Wage Ordinance**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project. Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance if one of the following criteria applies:

- This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
- This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$10.85/hour when health care is provided, or no less than \$12.56/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2008.

### **Employment Equal Opportunity by City Contractors**

- (1) All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council shall receive approval from the Director prior to entering into a contract with the City. Said contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner, which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Procurement Office concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Procurement Office as having fulfilled equal opportunity requirements, and must be renewed June 30 of each year thereafter during the term of the contract.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
  - (a) To set goals, in conference with the Procurement Office, for each job category or division of the work forces used in the completion of the City work;
  - (b) To permit access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with equal opportunity requirements.

## Section 3 Clause-24CFR135.20

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section covered project, the following clause (referred to as a "section 3 clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeships and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7 (b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7 (b).

# SAMPLE CONTRACT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
by and between the Owner:

Ann Arbor Housing Commission  
727 Miller Avenue  
Ann Arbor, Michigan 48103

and the Contractor:

The Project: "Snow Removal Bid: 2008-09, ITB-3973

WITNESSETH, that the Contractor and the Ann Arbor Housing Commission, for the consideration hereinafter named, agree as follows:

## ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish all materials, labor, and equipment necessary to perform all of the work at the site(s) indicated, as described in the bid solicitation entitled "Snow Removal Bid: 2007-2008." The bid solicitation shall be incorporated into this contract, and will be the scope of work for the purposes of this contract, as it relates to snow removal at the sites below. Only the sites that appear with a corresponding price are covered under this Contract. The prices listed below reflect a (per-push)(seasonal) cost.

| <u>EAST</u>                   | <u>WEST</u>           |
|-------------------------------|-----------------------|
| Platt Road (Col. Sq) \$ _____ | North Maple \$ _____  |
| White/State/Henry \$ _____    | South Maple \$ _____  |
| Hikone \$ _____               | Oakwood \$ _____      |
| Green Road \$ _____           | Pennsylvania \$ _____ |
| South Main \$ _____<br>_____  | Evelyn Court \$ _____ |
| Broadway Terrace \$ _____     | Miller Manor \$ _____ |
| Platt Road \$ _____           | S. Seventh \$ _____   |

Baker Commons     \$ \_\_\_\_\_  
\_\_\_\_\_

W. Washington     \$

## SAMPLE CONTRACT

### ARTICLE II - The Contract Sum

The Ann Arbor Housing Commission shall pay to the contractor for the performance of this contract an amount not to exceed: \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Ann Arbor Housing Commission will pay the Contractor monthly, during the term of Contract, within 30 days of acceptance of completed work and submission of an itemized invoice, specifying the sites and dates of service along with the required snow removal log.

### ARTICLE III– Wage Rate Compliance

The Contractor agrees to pay, as a minimum, employees engaged under this contract the greater of two regulatory rates: the HUD prevailing wage rate as determined by form HUD-52158, attached, or the City of Ann Arbor Living Wage, current published wages per ordinance attached. The Ann Arbor Housing Commission may at any time during the term of the contract, interview workers or request a copy of payroll information for workers engaged under this contract, to confirm compliance with wage requirements.

Violation of either HUD prevailing wage rate or City of Ann Arbor Living Wage Ordinance may result in fines or cancellation/suspension of contract.

### ARTICLE IV - Contract Term

- (A) The work to be completed under this Contract shall be commenced the \_\_\_\_\_ day of November 2008.
- (B) This Contract shall expire on the last day of April 2009.
- (C) Failure to maintain the performance of the work as identified in the bid solicitation bound into this Contract, and the Contract term as established above in this Article, shall entitle the Ann Arbor Housing Commission to declare the Contract abandoned and to deduct from any monies due to the Contractor, any sum that it would require to continue with any part of the work by contracting with others, if the cost of such work exceeds the Contract amount as established in this document. Either party may terminate this contract upon 14 days written notice to principal business address.
- (D) The work will be done as dictated by weather conditions.

## ARTICLE V- Insurance Requirements

The Contractor will secure and maintain during the term of the contract, evidence of insurance as required in the bid solicitation. Copies of insurance binders must be provided to the Ann Arbor Housing Commission prior to commencement of work.

# **SAMPLE CONTRACT**

## ARTICLE VI - Miscellaneous Provisions

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article I and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Scope of work, Specifications, and General Conditions, including all parts indexed in the Invitation for Bid identified for the captioned title "Snow Removal bid: 2008-2009."

By the signatures appearing below, the parties hereby agree to the terms and conditions set forth above.

ANN ARBOR HOUSING COMMISSION

CONTRACTOR: \_\_\_\_\_

(Name of firm, partnership, etc.)

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

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

Elizabeth A. Lindsley  
Executive Director, Housing Commission

Its: \_\_\_\_\_



## General Contractors Reference Sheet

Please provide a list of at least three (3) references:

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

| COMPANY NAME | ADDRESS | CONTACT NAME AND PHONE |
|--------------|---------|------------------------|
|              |         |                        |
|              |         |                        |
|              |         |                        |
|              |         |                        |
|              |         |                        |

## TECHNICAL RESOURCES

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PLEASE LIST ANY AND ALL EQUIPMENT USED OR RELATED TO THIS PROPOSAL:  
(EQUIPMENT SHALL INCLUDE: Snow removal vehicles, snow blowers, and other related equipment)

| Type | Quantity |
|------|----------|
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