

REQUEST FOR PROPOSAL

RFP # 854

Fire Station Backup Emergency Generator



Due Date: Tuesday, April 9th, 2013

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

TABLE OF CONTENTS

<u>Section</u>	<u>Pages</u>
Table of Contents	
Advertisement	
Section I	
Instructions to Respondents	1
Section II	
Detailed Specifications and Scope of Work.....	7
Section III	
Minimum Requirements Evaluation Criteria.....	16
Appendices	
Appendix A - Respondent Information Form	
Appendix B - Fee Proposal Form	
Appendix C - Contract Compliance Instructions & Forms	
Attachments	
Attachment A - Sample Contract	
Attachment B - Bond Forms	

ADVERTISEMENT FOR PROPOSAL
CITY OF ANN ARBOR
FIRE STATION BACK-UP EMERGENCY GENERATOR
RFP # 854

Sealed Proposals will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before Tuesday, April 9th, 2013 by 10:00 AM for the design, purchase and installation of a natural gas backup emergency generator at a fire station.

A mandatory pre-Proposal meeting to explain the project and answer any questions will be held on Tuesday, April 2nd, 2013 at 10:00 AM .Prospective submitters should meet in the Lobby of the fire station located at 1881 Briarwood Circle, Ann Arbor, MI 48108.

Proposal documents and addendum shall be downloaded by Respondents at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org. It is a Respondent's responsibility to verify they have obtained all information before submitting a proposal.

The successful Respondent will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the award amount and satisfactory insurance coverage.

Precondition for doing business with the City of Ann Arbor would be complying with applicable living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the proposal documents.

After the time of opening, no proposal may be withdrawn for a period of (60 days).

A proposal, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a Respondent to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled proposal opening.

The City reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice.

Any further information may be obtained from the Ann Arbor Procurement Office at (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

SECTION I INSTRUCTIONS TO RESPONDENTS

OBJECTIVE

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified contractor for the sale of a fire station backup emergency generator, conforming to the specifications stated in this proposal, and all work necessary to complete the installation of the emergency generator at the fire station designated by the City.

Any Proposal which does not conform fully to these instructions may be rejected.

PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting to explain the project and answer any questions will be held on Tuesday, April 2nd, 2013 at 10:00 AM . Prospective Respondents should meet in the Lobby of the fire station located at 1881 Briarwood Circle, Ann Arbor, MI 48108.

The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

Access to Fire Station Facilities will not be made available at any other time.

Failure to attend the meeting and sign the RFP 854 sign-in sheet at the pre-proposal meeting will automatically disqualify a Respondent from submitting a valid proposal. Any proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered.

QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Friday, March 29, 2013 by 5:00 P.M. and should be addresses as follows:

Scope of Work/Proposal Content questions emailed to lcum@a2gov.org
RFP Process and HR Compliance questions emailed to klancaster@a2gov.org

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein. The Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to klancaster@a2gov.org.

All requests for Clarification are due on or before Friday, April 5, 2013.

OFFICIAL DOCUMENTS

The City of Ann Arbor shall accept no changes to the Proposal documents made by the Contractor unless those changes are set forth in the "Specification and Explanation Worksheet" section of Proposal form.

The City of Ann Arbor officially distributes Proposal documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the Proposal documents obtained from any other source are not considered Official copies. Only those Contractors who obtain Proposal documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Proposal documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Proposal

PREPARATION OF PROPOSALS

Proposals should be prepared providing a straight-forward, concise description of the Respondent's ability to meet the requirements of this RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Proposal.

Proposals must be submitted on "Proposal Forms" provided with each blank properly filled in Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. Any deviation from the specification must be fully described, in detail on the Explanation Worksheet section of Proposal form. If forms are not fully completed it may disqualify the Proposal.

Each person signing the Proposal certifies that he/she is the person in the Contractor's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Tuesday, April 9th, 2013 at 10:00 a.m. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal and one (1) additional Proposal copy. Two (2) copies of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondent's sealed proposal. Proposal submitted must be clearly marked: **RFP-854 Fire Station Backup Emergency Generator.**

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor

301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section III. A selection committee comprised of members from the City's Service Areas will complete the evaluation.

At the initial evaluation, the fee proposals will not be reviewed. The initial evaluation is to determine which, if any, companies are to be interviewed. During the interviews, the selected company will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected firm to this project.

Fee proposals will only be opened for the firms that are going to be interviewed if interviews are conducted.

INTERVIEW

The City has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Proposer, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

TYPE OF CONTRACT

A sample of the standard Services Agreement is included as Attachment A. Those who wish to submit a proposal to the City are required to carefully review the Services Agreement. **The City will not entertain changes to the terms and conditions of the standard Services Agreement.**

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

SUBCONTRACTORS

All subcontractors shall be clearly identified in the proposal. All subcontractors permitted to do any portion of the work will be bound by the terms, conditions and specifications of the selected Respondent's contract with the City. The Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

It is the responsibility and duty of the Respondent to see that all conditions are met by the subcontractor(s). All directions given to the subcontractor in the field by the City shall bind the Contractor the same way as if they were given to the Respondent directly.

COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

DISCLOSURES

All information in a submitter's Proposal is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

DEBARMENT

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

HUMAN RIGHTS INFORMATION

The City's standard Services Agreement, outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Respondent should complete and return with its proposal completed copies of the Human Rights Division Contract Compliance Forms attached as Attachment B. In the event Human Rights forms are not submitted with the proposal, the Respondent will have 24 hours to provide once requested by the City.

LIVING WAGE INFORMATION

All Respondents 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, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The Respondent agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code.

The Living Wage form should be submitted with proposal. In event they are not, the Respondent will have 24 hours from the City's request to return completed forms.

INSURANCE REQUIREMENTS

Specified in the sample contract (**Attachment A**) with this proposal are the insurance requirements which must be kept in place for the duration of this awarded work. Awarded contractor must produce all required insurance certificates within five (5) days of award and before work can be started. Please attach, with the submitted quote, one copy of current Certificate of Insurance.

SURETY BONDS (ATTACHMENT B):

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the proposal(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the proposal(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

FAILURE TO FULFILL GUARANTEE: In the event of the failure of any merchandise within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all merchandise furnished under these "detailed specifications."

INSPECTION: Any materials, workmanship, or equipment, which may be discovered to be defective within the warranty period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the manufacturer of the equipment manufacturer.

RESERVATION OF RIGHTS

The City of Ann Arbor reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to

waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.

The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.

The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

**SECTION II
DETAILED SPECIFICATIONS AND SCOPE OF WORK**

RESPONDENTS MUST COMPLETE EACH SECTION AS INDICATED

Respondent understands that the scope of work includes designing, purchasing, providing, installing all component needed to install a new 150Kw automatic backup emergency generator at a fire station. This includes all electrical and mechanic work needed to properly install the generator according to all state and local codes. Also included is installing proper foundation for the generator along with training, warranty and service agreement. A fully functional unit upon completion of work shall be provided.

All current circuit breakers within the fire station will be replaced to make compliant to all code requirements.

Does Your Proposal Comply With All Aspects Of This Section? Yes ___ No ___

GENERATOR SPECS

Core Requirements:

- 150kw 120/208V 3 phase
- Natural gas fired unit
- Outdoor enclosure
- 400 Amp service rated transfer switch (automatic)

The installed generator set shall be rated at a minimum of 150KW 120/208KVA based on a Cummins Natural Gas GGLB model. The Cummins GGLB model specifications will be considered the minimum requirements of the generator to be installed and can be found at <http://www.cumminspower.com/www/common/templatehtml/technicaldocument/SpecSheets/Sparkignited/na/s-1590.pdf> :

Does Your Proposal Comply With All Aspects Of This Section?Yes _____ No _____

Other Generator Minimal Requirements

- A permanent magnet generator (PMG) shall be included to provide a reliable source of excitation power for optimum motor starting and short circuit performance.
- The engine shall be natural gas, 4 cycle, radiator and fan cooled. Two cycle engines are not acceptable.
- Generator must run properly at site conditions of an altitude 1000 ft. ambient with temperatures up to 104 degrees F
- Engine must be 1800 RPM
- Alternator:
 - Alternator temperature rise must be 105 degrees or better.
 - Alternator must be 12-lead re-configurable/tap
 - Alternator stator must be 2/3 pitch

- Alternator must be class H or better
- Generator must be UL2200
- Generator mounted breaker
- Coolant heater
- Control System
- Battery charger 10A minimum (located in the ATS or generator housing)

Transfer Switch:

- SERVICE ENTRANCE RATED (Automatic)
- 400 Amps
- 3 / 4 Pole solid neutral
- 480v
- NEMA 1
- 7-day/24-hr exerciser clock

Does Your Proposal Comply With All Aspects Of This Section? Yes ___ No ___

Sound Requirements:

The generator shall be provided with a weather protective / sound attuned housing with a maximum db of 75 at full load (7' meters, steel enclosures). A muffler shall be mounted inside the weather/sound housing

Does Your Proposal Comply With All Aspects Of This Section? Yes ___ No ___

CONTRACTOR NARRATIVE / DRAWING

Provide an overview/compliance statement of design and layout for the proposed system. The overview must include:

- A statement confirming the generator system, generator system communications capability, accessories and control system specifications;
- a statement of methods and materials that will be used to provide natural gas service to the new generator system;
- A statement of methods and materials that will be needed to install and connect the 400 watt automatic transfer switch to the new generator that is compliant to all applicable codes;
- A statement of methods and materials that will be used to connect all existing loads to the new generator backup system;
- A statement that all building electrical power systems will be backed up by the new generator system at the completion of the project;
- A statement of method to assure proper exhaust ventilation. It shall be non acceptable to have fumes enter any part of the interior fire station or nearby buildings.
- A statement with the breakdown of the project installation timeline;
- A statement confirming that all current circuit breakers within the building will be replaced with code compliant circuit breakers.

- A proposed layout drawing showing the footprint of the generator and concrete pad.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

COSTS

Proposal must include a clearly understandable schedule of charges. All charges will be included in the cost breakdown of proposals. No additional costs will be charged to the City of Ann Arbor. If any error or omission of equipment or service is made by the contractor, the contractor will incur any additional costs.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

SUBCONTRACTORS

Contractor will provide a list of any subcontractors and their required information proposed to perform any function of this contract.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

BOND REQUIREMENTS

The contractor understands all bond requirements.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

EXTENSION OF PROPOSAL PRICING TO MITN AGENCIES

The City of Ann Arbor is a member of the MITN Purchasing Cooperative consisting of many cities, townships, counties and other governmental agencies throughout Michigan. If your company is awarded item(s) referenced in the Proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this Proposal following minimum order requirements set forth in the Proposal document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

DELIVERY REQUIREMENTS

The successful contractor shall provide, deliver, install and have the new generator running properly within 60 calendar days from the notification of Proposal award,

Does Your Proposal Comply With All Aspects Of This Section?Yes _____ No _____

ELECTRICAL CONTRACTOR LICENSE

Submitting contractor must possess an electrical contractor's license.

Does Your Proposal Comply With All Aspects Of This Section?Yes _____ No _____

MECHANICAL LICENSE

All natural gas fuel system work required on this project will be completed by a licensed mechanical contractor.

Does Your Proposal Comply With All Aspects Of This Section?Yes _____ No _____

**Contractor must provide, on request, certifications or licenses of the above requirements.

EXPERIENCE

Submitting contractor must have at least five (5) years of municipal (preferred) or commercial/industrial experience.

Contractor will provide a brief narrative of your company's relative work experience and services you provide.

The contractor will provide a list of at least three (3) municipal references where this type of work has been performed in the last five (5) years Please include a description of the work completed, municipality name, contact person, phone number and email for all references.

Does Your Proposal Comply With All Aspects Of This Section?Yes _____ No _____

PERMIT / CODES

Contacter shall secure all required City of Ann Arbor and Washtenaw County permits and inspections.

Does Your Proposal Comply With All Aspects Of This Section?Yes _____ No _____

Installation shall comply with applicable state and local codes and meet the approval of the Electrical and Mechanical Inspectors.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

TECHNICAL BULLETIN NOTIFICATION

The manufacturer shall notify the City of Ann Arbor Fire Department of any technical bulletins, warnings or product recalls associated with equipment over the lifetime of equipment warranty.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

LABELING REQUIREMENTS

All proper labeling will be adhered to all equipment according to codes and laws.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

INSTALLATION

All equipment shall be installed by the contractor in accordance with the final submittals and contract documents.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Equipment shall be installed in accordance with the manufacturer’s instructions as well as instructions included in the listing or labeling of UL listed products.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Contractor will provide ALL labor and materials to complete the installation of the generator including installation of concrete pad

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Contractor will restore any landscaping, asphalt, concrete, ect.. disturbed by the install to its original state or approved alternative. Any damage to the City of Ann Arbor property caused by the installation of the generator will be repaired at the contractor’s expense.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Contractor will make all connections to the building’s panel boxes, required interfaces with the electric company and provide any/all enhancements or updates to the electrical lines.

All wiring is to be copper THHN, THWN, XHHW insulation. Generator controller communications and remote annunciator communications cables to be as specified by the manufacturer.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

All electrical wires will be installed in hidden view or out of site within any part of the living quarters of the fire station. All wires will be installed in compliance of code.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

All current electrical circuit breakers at the fire station will be replaced by code compliant circuit breakers. (The current circuit breakers are FP brand.).

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

ACCEPTANCE

Contractor will provide field acceptance testing which will include a full load test (2 hours) at 100% with an electrical inspector on site. if needed a portable load bank will be provided by contractor. Contractor will provide reports to owner and engineer after conclusion of test/start-up.

Does Your Proposal Comply With All Aspects Of This Section? Yes ____ No _____

SERVICE WARRANTY AND AVAILABILTY

Contractor will provide a five (5) year maintenance agreement from date of owner's acceptance of working generator.

Contractor shall have a local service availability and factory trained service technicians to provide warranty service on all products provided. The service organization shall be on call 24 hours per day, 365 days per year. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in service vehicles.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

If the generator can not be repaired to accommodate a full capacity on the initial tech visit, the awarded contractor will provide at no additional charge a temporary back-up generator to fulfill the same requirements of the City's generator.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Contractor will provide at no additional expense preventative maintenance / inspections two times (2) yearly during the five (5) year maintenance period.

The following preventative maintenance will be performed:

- Inspections/adjustments/service as required:
- lube oil and filter,
- engine tune up, belts,
- engine heater operation,
- fuel, oil, coolant leaks,
- air intakes and outlets,
- silencer,
- cooling hoses,
- battery charger operation and charge rate, check battery electrolyte levels and specify gravity,
- emergency system operation without load transfer,
- frequency check/governor adjustment,
- transfer switch and accessory operation,
- engine alternator charge rate, engine and generator,
- gauge and indicator operation,
- generator set controller operation including shutdown functions and emergency stop and generator output voltage and adjust as required.
- Service/replace air cleaner, check coolant level and fill if necessary, Test and adjust anti-freeze and drain exhaust line.
- Oil and filter change, anti-freeze flush and oil sample analysis. Copy of Analysis shall be provided with service report.
- Load bank testing (Min. 2 hour)- Once at startup and acceptance testing and (1) at the end of each year (6 total including the five (5) year maintenance agreement).
- Any other manufacture recommendation not mentioned above.

After each preventative maintenance / inspection, the City will receive a written report detailing any conditions found.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

WARRANTY

Contractor will provide a full five (5) year parts and labor warranty (all associated equipment) including a guarantee that in the event of a generator failure a repair technician will be on site to diagnose the generator within one (1) hour of trouble report. This warranty will start from the date of acceptance. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

AUTO EXCERSISE

The generator will conduct a weekly auto exercise.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

TRAINING / MANUALS

Contractor will instruct City of Ann Arbor personnel on all operations and safety features. At least three (3) on-site hours of training will be provided to the City of Ann Arbor. Contractor will provide the City of Ann Arbor with two (2) copies of all manuals and instructions. Contractor will provide all warranty information in electronic and hard copy.

Does Your Proposal Comply With All Aspects Of This Section? Yes ____ No _____

DETAILED SPECIFICATIONS – EXCEPTIONS

EXPLANATION WORKSHEET

Explanation or Alternate of a “No” Answer to specification(s).

Add Additional Attachments if Needed.

SECTION III MINIMUM REQUIREMENTS EVALUATION CRITERIA

The Selection Committee will evaluate each proposal by the described criteria and point system listed below (A through C, based on 75 points) to select a short list of contractors for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.

If needed, the committee will then schedule interviews with the selected contractors. The selected contractor will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview shall consist of a presentation of up to forty-five (45) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (45) minutes of questions and answers.

The contractor interviewed will then be re-evaluated by the described criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

Minimum Required Information

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications (15 points)
- B. Proposed Work Plan (35 points)
- C. Proposal Compliance form (Section II response) (25 points)
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Appendices

APPENDIX A – RESPONDENT INFORMATION FORM

Respondent Name: _____

Address: _____ City/State/Zip Code: _____

Telephone Number: _____ E-mail Address: _____

1. Respondent Established: Years in Business: _____
2. Business Structure () Partnership () Corporation () Sole Proprietor
3. Number of years in business as current company named above? _____
4. How many companies are or have used your services within Michigan within the last three (3) years. _____.
5. Types of services provided and technical details that make Respondent uniquely qualified for this work:

6. References (complete attached sheet)

REFERENCES

CONTRACTOR TO COMPLETE ALL BLANKS IN THIS DOCUMENT

LIST AT LEAST THREE REFERENCES WITH WHOM YOU HAVE HAD SIMILAR CONTRACTS DURING THE PAST THREE YEARS. THESE REFERENCES MUST BE INCLUDED WITH YOUR PROPOSAL.

1. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

2. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

3. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

Contractor's Signature _____ Date _____

Company _____

This form must be completed and returned with your Proposal.

APPENDIX B - FEE PROPOSAL FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that an emergency backup generator will be furnished and installed for the prices set forth in this Proposal. It is understood and agreed that the instructions, specifications, compliance questions, answers, and additional responses are an integral part of the Proposal submission from the undersigned (detailed specifications).

Time of delivery and installation of the emergency backup generator shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

The undersigned contractor further agrees and understands that the City of Ann Arbor reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice.

Breakdown of Charges

<u>Quantity - Item</u>	<u>Unit / Service Price</u>
Design Charge	\$ _____
Concrete Pad and Installation	\$ _____
(1) 150 kW Natural Gas Generator (Packing and Delivering Included)	\$ _____
400 Amp Transfer Switch	\$ _____
Generator Installation and Associated Wiring	\$ _____
5 Year Warranty Agreement	
5 Year Service/Maintenance Agreement	\$ _____
Training/Manuals	\$ _____
Replace Current Fire Station Circuit Breakers	\$ _____
TOTAL COST OF PROPOSAL	\$ _____

COMPANY _____

PROPOSAL FORM CONTINUED...

Delivery time after receipt of Contract: _____

Warranty Explanation: _____

How did you receive notification of this Proposal? _____

How did you obtain the Proposal specifications? If Proposal documents were downloaded from a website, please list:

PLEASE PRINT:

CONTRACTOR NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

CONTRACTOR ADDRESS _____

E-MAIL _____

PHONE _____

WITNESS _____

DATE _____

This form **must** be completed and returned with your Proposal

APPENDIX C - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation.**
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
(734) 794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE Form #1

CONTRACT COMPLIANCE FORM

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CONTRACT COMPLIANCE FORM

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____

(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec./Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

APPENDIX C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

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 this exemption applies to your firm, please check below:

_____ 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 the following terms:

- a) 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 \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits
Yes _____ No _____
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits
Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address, City, State, Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6500

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour

If the employer provides health care benefits*

\$13.96 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

ATTACHMENT A – SAMPLE CONTRACT

SERVICE AGREEMENT BETWEEN

XXXXXXXXXXXXXXXXXX
AND
CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("CITY") and,

, _____ a _____, having its offices at
("CONTRACTOR"), Type of Business

_____ agree as follows on this ___ day of _____, 2013.

Address

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means the _____.

Contract Administrator means the _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means _____.

II. DURATION

This Agreement shall become effective on _____, 2013, and shall remain in effect until satisfactory performance of all services or _____, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

- Contract and Exhibits
- Bid No.4281 and Addenda (if applicable)
- Bid Proposal of Contractor, dated _____

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

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In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this Agreement in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. Location: The Contractor shall provide all of these services at the locations specified in Bid No. 4281.
- E. Reports/Surveys: The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis of the bid price in the manner set forth in the Bid 4281. The total fee to be paid the Contractor for the services shall not exceed (\$_____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the

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compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including

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any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

7. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity
- B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...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

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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 the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by businesses regularly rendering this type of service. The Contractor warrants that the work performed shall be free of defects and guaranteed for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. Further that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the services specified in this Agreement.
- C. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. Breach under this terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.
- B. The City may terminate this Agreement, on at least ten (10) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the Agreement.

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- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

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City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48107-8647
Attn:

XIII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XIV. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

FOR CONTRACTOR

By _____
Authorized Representative

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy
Public Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

ATTACHMENT B: Bonds

PERFORMANCE BOND

- (1) _____ of
(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated _____, 20____, for: _____ and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
 - (a) complete the contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20__.

(Name of Surety Company)

(Name of Principal)

By

(Signature)

By

(Signature)

Its

(Title of Office)

Its

(Title of Office)

Approved as to form:
Stephen K. Postema, City Attorney

Name and address of agent:

LABOR AND MATERIAL BOND

(1) _____ of
, (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of
\$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City, dated _____, 20____, for ; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;

(3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the contract, the Surety shall pay those claimants.

(4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 20____.

(Name of Surety Company)

(Name of Principal)

By
(Signature)

By
(Signature)

Its
(Title of Office)

Its
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney