

REQUEST FOR PROPOSAL

#6868

Housing Rehabilitation Work @

1566 Harvest Lane Ypsilanti MI 48198

FOR

**Washtenaw County
Office of Community and Economic
Development**

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Include Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6868

December 10, 2015

Washtenaw County Purchasing Division on behalf of The Office of Community and Economic development (Washtenaw County Department) is issuing a sealed RFP #6868 for Housing Rehabilitation Work. Effective July 1, 2015, the County has a new Local Vendor Preference (LVP) policy. Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt from the LVP policy as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014. The project described in this RFP is federally funded and, therefore, exempt from the LVP policy.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and _1_ (one) **copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Monday, December 14th, at 4:00 PM EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked including FedEx & UPS package labels "SEALED RFP #6868"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org.
- Please direct technical questions regarding this RFP to OCED contact **via e-mail only** at Aaron Kraft at krafta@ewashtenaw.org.

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Office of Community Development

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and one (1) copies** must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. The initial award of this contract shall be for a period of ___1___ year(s), with an option to renew an additional _____1_____ year(s), pending agreement by both parties.

G. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

I. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

J. Local Vendor Preference – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect.

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III. VENDOR SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Attach as Addendum A)

- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Attach as Addendum C)

- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum D)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

General Requirements of Rehab project

General Notes

1. The Contractor shall have access to the premises between 7:00 AM and 6:00PM to complete work.
2. The contractor shall be responsible for moving and relocating normal amounts of furniture, appliances and personal property which have been boxed or packed by the homeowner. The homeowner shall be responsible for packing all fragile items and removing excess furniture, personal property from work areas prior to construction.
3. Dimensions given are approximate; the contractor shall conduct a pre-bid inspection so as to field verify all measurements and dimensions.
4. "Approved equals" must be approved by The Office of Community Development Department.
5. Include all alternates in base bid.

6. Copies of permits, inspection tickets, and work order specifications shall be kept on jobsite and displayed in an inconspicuous location until the completion of the project.

Completing Extras is not encouraged:

The contractor shall not engage in completing excessive amounts of small extras for the homeowner.

Field Verify Quantities, Dimensions, and Measurements

All measurements, quantities, and dimensions included in the Construction Work Order are for the contractor's general reference prior to a mandatory site inspection to field verify measurements, quantities and dimensions. All measurements, quantities, dimensions are approximates. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial bid proposal.

1 Year General Warranty

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Workmanship and or materials not installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing are exempt from this warranty.

Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

Codes And Ordinances

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of The City of Ann Arbor, The County of Washtenaw, and the State of Michigan pertaining to building construction, zoning, environmental protection, energy efficiency and worker safety.

Close-in Inspections Required

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to: *footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings.*

Interpretation of Specifications

The interpretation and or intent of any line item(s) in the Work Order Specifications shall be valid only if issued in writing and or verbally by the Rehabilitation Specialist. If specification is unclear to the contractor the contractor should contact the rehabilitation specialist immediately. Failure to obtain the Rehabilitation Specialist interpretation and or intent prior to completion of the work shall result in non-payment of the line item(s).

Satisfactory Completion of Work

The contractor understands and agrees that the determination of satisfactory completion of work required by, or as a result of this contract shall not be limited to compliance with construction standards enforced by local, state or federal building codes. The County reserves the right to

determine what constitutes the satisfactory completion of the work performed by the Contractor under this contract, and to require corrections or additional work above and beyond that which might be required by governing building codes.

Workmanship Standards

All work shall be performed by mechanics both certified, licensed and or skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surrounding surfaces as long as required to eliminate damage.

Work Times

Contractors and their Subcontractors shall schedule working hours between 7:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

Time of Commencement & Completion Clause

The Work shall commence within 21 calendar days of authorization by written Notice to Proceed from the Office of Community Development (OCD) and shall be completed no later than 90 calendar days from the commencement date of the Notice to Proceed**. The Contractor shall be liable for, and shall pay (\$ 100.00) one hundred dollars per day, as liquidated damages for each calendar day of delay until the work begins and/or is completed. If work has begun, the liquidated damages may not exceed 75% seventy five percent of the remaining balance of the homeowner's contract. If liquidated damages should reach 75% of the remaining balance the contract shall be terminated and the remaining Work shall be completed in the best manner deemed appropriate by the OCD.

If Work has not begun within 30 calendar days the contract shall be terminated and the Work shall be negotiated with the next responsive and responsible bidding contractor

** If the work is delayed at any time by causes beyond the contractor's control, then the contract may be extended by "change order" for such reasonable time as the OCD staff deems necessary.

***Contractors may submit a written withdrawal with in 7 calendar days prior to the 14 day commence date.

Job Behavior

The following behaviors in any worker shall not be permitted and may result in the owner terminating the contract for cause: theft, lewd or lascivious acts, foul language, intoxication, use of illegal drugs, abusive behavior, and willful destruction of owner's property.

Manufacturer's Specs Prevail

All materials shall be installed in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection and testing.

Site Clean-Up

The Contractor agrees to keep the construction site cleared of trash and construction debris, cleaning the site on a daily basis. Contractor will provide an approved receptacle at his/her cost. The site must be cleaned up each evening before the end of the work day.

Grounds for Automatic Bid Rejection

Any bid returned that is higher or lower than 15% of the internal cost estimate in the work write-up prepared by the OCD Rehab Specialist may be automatically rejected if deemed to be in the best interest of the program. Bids will also be automatically rejected if contractors fail to verify quantities, dimensions and measurements during pre-bid walk throughs.

Clearance Examination

Using a trained and certified lead paint inspector, a lead hazard risk assessor, or if approved, a sampling technician, one hour after completion of all lead hazard reduction, renovation and maintenance work, conduct a visual assessment for evidence of remaining paint chips, visible dust debris and residue. Randomly select four (4) floors, two (2) window sills and two (2) window troughs to dust wipe test as per protocol in the HUD Guidelines. Submit the dust samples, plus a blank sample, to an EPA-accredited lead analytical laboratory for determination of lead content. Provide the owner, occupants and this agency with the clearance report and a "Notice of Lead Hazard Reduction" within 15 days of achieving final clearance, in accordance with 23 CFR Part 35.

** The Office of Community Development will only pay for passed clearance examinations. The contractor shall be responsible for the repayment to Community Development for all failed clearance examinations.**

Tear Off And Re-Roof to Code

Remove and dispose of all roofing materials & defective sheathing. Following all applicable codes and manufacturers recommendations. Install shingle-over ridge vent and cut a 1" wide vent at ridge board. Add in costs to replace up to 5 sf. of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Install with staples 15 lb. felt. Install ice and water shield to extend a minimum of 2 feet into interior heated space. Ice and water to be installed in all valleys. Install preformed aluminum, drip edge, and new vent pipe boots. Install owners choice of a minimum 300 lb. fiberglass asphalt, 3 tab or dimensional shingle with a 30 yr. manufactures warranty. Use modified roofing materials where required by code. Replace all flashing. If ridge vent is not feasible can venting to code is acceptable.

NOTE: No Trees or shrubs are to be trimmed or cut without the consent of the homeowner and rehabilitation specialist.

NOTE: Staples to install shingles are not permitted.

NOTE: If gutters/downspouts exist, carefully remove and replace after roof work is completed. If Gutter Gaurds or Gutter Helmet exist include the cost of removal and reinstallation in the cost in the bid.

NOTE: During the final inspection OCED will inspect the installation of roofing nails to ensure they are not crooked or 'blown through' the shingles. If a random sample shows that more than 25% of nails are found to be 'blown through' OCED will require the shingles, tar paper, ice and water and drip edge to be removed and new roofing materials be installed, replacement may be required on a portion of the roof or, if necessary, the entire roof. A 'blown through' nail is

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defined as a nail that has partially or completely punctured the shingle, including either puncture straight through or at an angle.

Vinyl/gutter And Downspout

Dispose of original and replace with 4 1/2" K or 1/2 round style cemented P.V.C. gutters and downspouts, concrete splashblocks and accessories. Installation shall include brackets, connectors, expansion joints, bond prep and cement in accordance with manufacturer's specifications. Color choice by owner.

Foundation Vent--small

Install a temperature activated automatic opening and closing galvanized steel or vinyl foundation vent protected by heavy gauge steel screening, size to fit existing opening.

Wrap Fascia & Soffit Trim-aluminum

**** INTERIM CONTROL ACTIVITY****

Contractors submitting a bid for this project should include proof of their EPA RRP workers certification or Lead Abatement certification.

Enclose trim with .027 white aluminum breaker stock. Back caulk all seams with siliconized acrylic to create an water tight installation. Include Soffits, Fascia and roof rakes.

NOTE: Sections of the the fascia and soffit were identified as positive for lead based paint. Interim Controls must be employed to complete this work. All workers on this section of the project must be have certified renevator certification (EPA) or be. Safe work practices must be used. A clearance test must be passed.

Siding---Vinyl

Remove and dispose of existing metal siding*. Wrap home with fan-fold vapor/insulation barrier and tape all seams. Hang 8" double 4 PVC vinyl clapboard siding with a minimum thickness of .042. Include corner, door and window J channel trim. Notify Rehab specialist of any structural issues or deteriorated exterior components that need to be replaced. Cover old Milk chute and also cover the box out opening on the back wall addition of the house.. Owner's choice of siding color, exposure and texture. Minimum 25 year warranty.

NOTE: *Asbestos siding exists below metal siding, removal and clean-up must be completed by a licensed asbestos abatement contractor. Supply Rehab Specialist with all documentation (ie. proof of licensed company, licensed workers, billing info, etc.) Price Asbestos removal in the seperate specification.

Remove awnings and set aside.

Entrance Light Fixture--replace

Remove damaged light fixture and replace with an exterior, waterproof, single bulb fixture. \$45 fixture allowance. Owner to choose color and style.

Door--Pre-hung Metal Entrance. No window.

Remove and dispose of existing door and frame. Install a ENERGY STAR rated pre-hung metal, insulated, 6-panel entrance door w/light and jamb including minimum expanding foam insulation recommended for door installation interior and exterior casing, vinyl magnetic weatherstripping, interlocking threshold, wide angle peepsight, one entrance and one mortised deadbolt keyed alike. Prime and paint 2 coats of premium exterior latex. Paint Jamb and accompanying interior trim. Homeowners choice of color Supply Rehab Specialist with product information for paint

Awning--aluminum -BID AS ALTERNATE

Re-Install metal awnings securely screws through siding into framing. Three awnings to be reinstalled tota

Window--vinyl Dbl Hng Dbl Glz

Remove and dispose of three old metal existing windows. (Bathroom and two original metal windows on the east side of house. Field measure, order and install to code a ENERGY STAR rated vinyl, double hung, double glazed, one-over-one window(s) and jamb(s) including screen, caulk, minimum expanding foam insulation recommended for window installation, interior casing and exterior trim wrapped in aluminum. Sized to fit existing opening(s).

Dumpster--20 Cubic Yards

Place a 20 cubic yard, roll-off dumpster for use by Contractor and homeowner. The homeowner needs to dispose of many old family belongings that have accumulated over the years. Plan to leave dumpster at the house for at least 3 weeks.

Storm Door-- Vinyl

Install a vinyl combination self-storing storm/screen door. White in color basic style. Include all hardware. No Special Orders. \$170 material allowance.

Asbestos Siding Removal ~Bid As Alternate

Removal of old presumed asbestos containing siding to be completed to allow for installation of new siding. Provide qualified labor to remove all asbestos siding material. The Siding material is to be bagged up and disposed of at an approved disposal location.

Crawlspace Sump Pump and Pump Pit Complete

Pump out crawlspace before beginning work.

Install a standard sized, submersible sump pump with 10 year warranty complete with pit, liner, PVC discharge piping, hardwired on a separate dedicated 15 amp GFCI protected circuit.

The discharge pipe should be supported underneath the home and should extend on the exterior at least 15 feet away from the home.

The pit can be dug directly below the crawlspace access. The ground displaced while digging the pit should be placed towards the front of the home. A sump pump plastic liner should be installed in the hole with 4 inches of coarse gravel in the liner. A shallow trench six inches deep is to be dug in the crawlspace and should extend from the pit at least 20 feet towards the back of the home to help facilitate drainage

Vapor Barrier--crawl Space

Lay 6 mil poly vapor barrier on ground in crawl space and 6" up foundation walls. Overlap seams by 2' and secure with duct tape.

Furnace--Gas Replace 95% Efficient, BTU varies

Dispose of furnace in legal dump. Install according to most current Universal Mechanical Code a 95% efficient, gas fired, forced air furnace with minimum AFUE rating of 95% to existing plenum and gas line. Contractor shall size furnace to the home. Include all necessary materials and connections to achieve a code compliant installation, ie GFCI plug, condensate pump and drain tube, gas shut-off valves etc. Combustion air to be pulled from outside air, sealed combustion or 'two-pipe' venting is required.

New furnaces are to contain heat exchanger with 16 gauge 409 stainless steel primary with a 29-4C stainless secondary (secondary heat exchanger for 90+ AFUE furnaces)

Contractor must place on the appliance (in plain view) a sticker indicating the name and phone number of the contractor and date of installation.

Contractor shall arrange for a City/Township inspector to visit and inspect the installation. Permit and proof of passed inspection must be submitted with final invoice.

Submit manufacture and warranty information to Rehab. specialist prior to installation

Electric Service--100 Amp

Dispose of old electric service to code legal dump. Install a residential, 100 amp, single phase, 3 wire electric service. Include a main disconnect, 12 circuit panel board, meter socket, weather head, service cable, and ground rod and cable. Caulk exterior service penetration

Electrical Service Entrance Cable Replace To Code

Replace Service Entrance Cable meter box and mast head to current National Electric Code. Include updating the connection to the box next to the meter box

Smoke Detector--Hard Wired to code

Install a UL approved, ceiling mounted smoke detector(s) with battery back-up, interconnected and permanently wired into receptacle box(s). One of the detectors should be a combo Smoke and Carbon Monoxide detector. Installed in code compliant location(s). Include fresh 9 volt lithium batteries. Fish wire and repair all tear-out

Water Heater-- 40 Gallon Gas ~Bid As Alternate

Install a 40 gallon, glass lined, standard recovery, insulated, ENERGY SAVING ENERGY STAR QUALIFIED gas water heater with a min. 10 year warranty. Include over flow pan, pressure and temperature relief valve, discharge tube to within 4" of floor or to outside of structure, vent, thimble, water and gas piping from shut-off valve to fixture where needed. Dispose of old water heater in code legal dump. Supply all warranties and documents to owner

Tub Surround--prefab

Remove and dispose of existing tile surround and prepare walls to receive a new fiberglass or acrylic, 3- or 5-piece, tub surround kit with a built-in soap dish. Caulk all joints with white, mildew resistant siliconized caulk. Remove existing substrate and replace. Attach panels using manufacturer's recommended adhesive and fasteners. Owner to choose from two in stock styles and color. No special orders. Repair all painted surfaces disturbed by installation

Drywall--water Resistant Bathroom

Hang, tape and 3 coat finish 1/2" water resistant drywall in Bathroom. Apply a 3/8" bead of adhesive to framing member and screw or nail 8" on center. Wet sand ready for paint.

Much of the bathroom will need to be gutted including:

- entire shower surround area.
- much of the area behind the toilet
- a large patch in the ceiling

Bath Vent Fan ~ high quality

Install a ceiling mounted exterior ducted, vent fan with damper, faceplate and thru the roof vent termination. Fan to be capable of 60CFM at 1 sones. Include; power and switch wiring using #14 copper Romex. Repair any tear out.

Broan or Panasonic or approve equal to be installed. Other approved equal to be approved by Rehab Specialist. Sone rating to be verified

Water Closet/toilet--remove and reinstall

Remove and reinstall water closet/toilet. Evaluate toilet flange before resetting the toilet

Underlay & Vinyl Sheet Goods (Bathroom)

Remove and dispose of existing tile flooring. Cut out and replace any rotten or damaged subflooring with like kind. Install 1/4" underlayment grade plywood, using 7d screw shank or cement coated nails, 6" on center allowing a 1/4" gap at wall. Install backed vinyl sheet goods w/ minimum seams, per manufacture recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Install metal edge strips in openings and 4" vinyl base molding around perimeter. Owner to choose pattern and color from in stock materials. No special orders. Sheet Goods to be installed with a continuous 100% glued down application to avoid bubbles or puckers following the installation.

NOTE: material allowance of 1.33 per sq. ft. or \$12.00 per sq yard.

Replace heating register floor vent.

Vanity-- Complete

Remove and dispose of existing vanity/sink, install new same sized vanity complete with wood cabinet, cultured marble top, single lever faucet, supply risers, shut-off valves and all required waste connectors to complete the installation

Bath--Shower Tub Controls Complete

Replace shower surround and tub controls to provide new fixtures as follows: new tub single control lever and new diverter and new shower head, new tub spigot/faucet. Include and verify that the drain waste line is in good shape and can be used without further repair. Include new supply, shut-off valves

Light Fixture Bathroom--Replace

Remove old light fixture and replace with new using a ceiling or wall mounted, 2 bulb, UL approved, incandescent light fixture with shade and new LED bulbs. \$30 allowance for fixture

Towel Set-- 2-piece Chrome

Install a chrome plated steel bath set comprised of a 24" towel bar and toilet paper holder

Medicine Cabinet--surf Mount

Install a 16"x22" metal, surface mounted medicine cabinet with hinged plate glass mirror and two shelves

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

**SERVICE CONTRACT
(NAME OF CONTRACTOR)**

CR _____

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term (***change as necessary***) which begins on (***MONTH, DAY, YEAR***) and ends on (***MONTH, DAY, YEAR***) with an option to extend for two (2) additional one (1) year periods.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees,

and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national

origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$12.00 per hour with benefits or \$ 14.07 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2016 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to

cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For “federally assisted construction contracts” as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor must pay wages to laborers and

mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIV – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BID #6868 Housing Rehabilitation Work 1566 Harvest Lane
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NOTE: This Selection Criteria and price sheet will be the primary means to compare bid submissions for award recommendation.

Selection Criteria and Scoring for RFP

Temporary Services for Washtenaw County Government – Bid Sheet Rates

	Selection Criteria	Points awarded
1.	Current approved vendor for a federal housing program (20 points maximum).	
2.	Years of Experience completing home improvement projects, please describe past experience on a separate page. (1 points per year up to 10 points maximum)	
3.	Competitive pricing will be scored based on a review of the costs submitted through this RFP.	
4.	Currently a state of Michigan licensed builder or maintenance and alteration license (5 points maximum).	
5.	Completed RFQ paperwork thoroughly (0 points awarded if some RFQ information is missing) (5 points awarded if all RFQ information provided.	
6.	Female or Minority Owned (5 pts if women or minority owned business (10 pts if both.	
7.	Prior experience meeting Section 3 requirements in Washtenaw County Please describe or document prior experience (5 points maximum)	

MANDATORY: Total estimated cost of project: \$_____

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.