

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6563

SIGNAGE

FOR

**WEST WILLOW NEIGHBORHOOD
(Community Development Block Grant)**

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main, B-35
Ann Arbor, MI 48104

Anne Strieter, B.S., C.P.M.
Senior Buyer
(734) 222-6749





WASHTENAW COUNTY

Finance Department

Purchasing Division

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

REQUEST FOR PROPOSAL 6563

August 23, 2010

Washtenaw County Purchasing Division on behalf of the Washtenaw County/City of Ann Arbor Office of Community Development (OCD) is issuing a Sealed Request for Proposal (RFP) 6563 for the fabrication and installation of entrance signage funded through the Community Development Block Grant (CDBG) Program at two selected locations in the West Willow neighborhood. .

Sealed Proposals: The Contractor will deliver **one (1)** original and **two (2)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48104**

By: 3:00 pm on Thursday, September 23, 2010

The mandatory bid walk-through is scheduled for Wednesday, September 8, 2010 at 2:00 pm at location #1 corner of Dorset and US-12 and then location #2 corner of Tyler Road and Wiard Road.

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

- Please use the attached self-addressed label or the envelope must be clearly marked "**SEALED RFP 6563**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at 734-222-6749 or email strietera@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Damon Thompson at (734)-622-9015 or email thompsonde@ewashtenaw.org.

Thank you for your interest.

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I. PROPOSAL

Definitions:	“County”	is Washtenaw County in Michigan.
	“Bidder”	is an individual or business submitting a bid to Washtenaw County.
	“Contractor”	One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

The Washtenaw County/City of Ann Arbor Office of Community Development is requesting proposals from experienced and qualified sign companies for the fabrication and installation of two (2) exterior entrance signs as specified in Appendix “A”. These signs will be located at two (2) selected sites in the West Willow neighborhood as specified in Appendix “B”. All signs and framing will follow a consistent design and will be constructed of materials that are UV resistant with at least a 5-year lifespan. .

The purpose of this project is to create and preserve a safe, affordable quality neighborhood with beautiful landscaping and clear well-maintained signage. The signage project was identified as a top priority in the West Willow Neighborhood Improvement Strategy completed in 2007. This plan was a collaborative effort between the New West Willow Neighborhood Association, Ypsilanti Charter Township, Hamilton Anderson and the Office of Community Development.

Proposal 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 Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid 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 Bid would be awarded, and negotiations would be undertaken with that provider 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.

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- C. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned. To be considered, **an original proposal and two copies** must be at the County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- G. A standard Washtenaw County Service Contract for federally funded projects will be executed between Washtenaw County and the awarded vendor. Washtenaw County 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 Washtenaw County's sole judgment, the best interest of Washtenaw County will be so served.

II. PROPOSAL 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. Proposal must indicate all costs associated with the fabrication and installation of two (2) new entrance signs.
- B. The contractor, the New West Willow Neighborhood Association and the Road Commission will coordinate signage locations to be staked.
- C. The contractor will be responsible for submitting shop drawings for the fabrication and installation of the signs.
- D. Proposal must include the type of sign to be installed – materials to be used and text/lettering details.
- E. Prior to fabrication the contractor will be responsible for providing samples of each sign component for selection of color, pattern and surface texture as required, and for verification of compliance and approval.
- F. Proposal should include a project timeline for the fabrication and installation.
- G. Proposal shall include sample photos or drawings.
- H. Proposal must indicate the installation details and size of signage foundation (footings).
- I. Proposal must indicate details on cleaning and maintenance recommendations including graffiti removal. Maintenance free signs are preferred.
- J. Proposal must indicate warranty details for all materials against structural failure due to warping, sagging, cracking, corrosion, deterioration, or manufacturing defects. Without additional cost to the County the successful bidder shall repair or replace, including installation, any defective signs or hardware which develop during the warranty period and repair any damage to other work due to such imperfections.
- K. Proposal must include three (3) references from current customers for projects completed of a similar nature within the last two (2) years. Include name, address, and phone number.

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III. STANDARD PROVISIONS FOR CONTRACTS

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

COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)

This AGREEMENT dated the _____ day of _____, 2010, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the **CONTRACTOR, a sole proprietor, limited liability corporation, corporation, with offices located at [address], ("CONTRACTOR")**.

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, Pittsfield Township, and Bridgewater Township; and

WHEREAS, the **2007 West Willow Neighborhood Signage Project** has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the **CONTRACTOR** has agreed to collaborate with the Office of Community Development to manage this public improvement project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

1. **USE OF FUNDS:** [24 CFR 570.503(b)(1)]
- A. **SCOPE OF SERVICES:** **CONTRACTOR** agrees to use COUNTY CDBG funds for the eligible costs of the fabrication and installation of two (2) entrance signs in the West Willow Neighborhood at (1) the corner of Dorset and US-12; and (2) Tyler Road at Wiard Road.
- B. **SCHEDULE:** Timely completion of the work specified in this Agreement is essential. By signing this Agreement, **CONTRACTOR** agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
- C. **BUDGET:** **CONTRACTOR** expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.

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- D. INELIGIBLE ACTIVITIES: **CONTRACTOR** expressly agrees not to use CDBG funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community Development, b) using the funds for operating and maintenance expenses, c) constructing new housing, and d) providing income payments.
 - E. **CONTRACTOR** expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
 - F. The **CONTRACTOR** will use local funds to pay for the engineering, project management, inspections, and any cost overruns that are related to this project. For record keeping purposes, the **CONTRACTOR** will submit a summary of all of the project costs to the Office of Community Development.
 - G. **CONTRACTOR** designee will meet with Community Development staff after bids are received to review the project costs and time schedule.
2. **RECORDS AND REPORTS:** [24 CFR 570.503(b)(2)]
- A. **CONTRACTOR** agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
 - B. **CONTRACTOR** agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community Development or his/her designee; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
 - C. **CONTRACTOR** agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
 - D. All reports, estimates, memoranda and documents submitted by **CONTRACTOR** must be dated and bear designee's name.
 - E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
 - F. **CONTRACTOR** shall provide an annual project audit of revenues and expenses based upon **CONTRACTOR's** budget calendar.
 - G. **CONTRACTOR** agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.
 - H. **CONTRACTOR** shall forward copies of all executed subcontracts to the Office of Community Development along with documentation of the selection process.

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3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), **CONTRACTOR** agrees that program income, unexpected funds or other assets will not be retained by **CONTRACTOR** for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to **CONTRACTOR** shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS: [24 CFR 570.503(b)(4)]

- A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
- B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.
- C. Audits: Audits shall be conducted annually. **CONTRACTOR** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.
- D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. OTHER PROGRAM REQUIREMENTS: [24 CFR 570.503(b)(5)]

CONTRACTOR agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

- A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601
- B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).
- C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)
- D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).
- E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

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- F. Labor standards.
- (i) In a construction project that has a total cost which exceeds two thousand dollars (\$2,000.00), **CONTRACTOR** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5). In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.
 - (ii) **CONTRACTOR** agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 276 et. seq.).
 - (iii) In accordance with 24 CFR 570.603(b), the regulations in 24 CFR part 70 apply to the use of volunteers.
 - (iv) **CONTRACTOR** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.
 - (v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **CONTRACTOR** agrees to provide a drug-free workplace.
 - (vi) **CONTRACTOR** agrees to ensure that all contracts and subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy. The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.
 - (vii) **CONTRACTOR** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$12.75 per hour without benefits. **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, 2010 and annually thereafter which amount shall be automatically incorporated into this Agreement. 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.
 - (viii) **CONTRACTOR** agrees to Equal Opportunity Employment.
 - (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, **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.
 - (2) **CONTRACTOR** will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - (3) **CONTRACTOR** agrees to post notices containing the 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 **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.

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- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **CONTRACTOR** will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **CONTRACTOR** shall comply with:
- (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
 - (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, **CONTRACTOR** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, **CONTRACTOR** assures the COUNTY that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:
- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
 - 4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- L. Conflict of interest. Pursuant to 24 CFR 570.611:
- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
 - (ii) In all other cases, the following provisions apply:
 - (a) **CONTRACTOR** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **CONTRACTOR** further warrants that it will not employ persons having such an interest.

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- (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **CONTRACTOR**.
 - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
 - (iii) **CONTRACTOR** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".
- M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.
 - (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
 - (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
 - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
 - (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
 - (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.
- N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **CONTRACTOR** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
- O. Environmental Standards. Pursuant to 24 CFR Part 58, **CONTRACTOR** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. **SUSPENSION AND TERMINATION:** [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **CONTRACTOR** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

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7. REVERSION OF ASSETS. [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **CONTRACTOR** shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under **CONTRACTOR**'s control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or not used in accordance with one of the national objectives as discussed in this section, in which event, the **CONTRACTOR** shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

- A. The County shall pay **CONTRACTOR** an amount not to exceed (insert dollar amount) to accomplish the work detailed in this Agreement. **CONTRACTOR** will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the **CONTRACTOR** upon submission of invoices for work completed and inspected. **CONTRACTOR** will provide the OCD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon and Section 3 paperwork, sworn statements from contractors, and waivers of lien with final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. **CONTRACTOR** agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.
- C. **CONTRACTOR** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **CONTRACTOR**.

10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event **CONTRACTOR** breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to **CONTRACTOR** in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that **CONTRACTOR** has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify **CONTRACTOR** in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

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It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY nor **CONTRACTOR** will assign or transfer interest without the written consent of the other.

11. DURATION OF AGREEMENT:

This project starts on October 1, 2010 and ends on December 31, 2010.

12. PRACTICE AND ETHICS:

Each party shall conform to the code of ethics of its respective national professional associations.

13. EQUAL ACCESS:

CONTRACTOR agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

14. CONTINGENT FEES:

CONTRACTOR promises that it has not employed or retained any company or person, other than bona fide employees working solely for **CONTRACTOR**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement 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 to **CONTRACTOR**.

15. PAYROLL TAXES:

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.

16 SECURITY:

CONTRACTOR agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the COUNTY and other lenders as well as to enforce the provisions of this Agreement. **CONTRACTOR** shall not incur additional debt secured by this property without written approval of the COUNTY and any other lenders. **CONTRACTOR** may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as **CONTRACTOR** is in compliance with the terms of this Agreement.

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17 INSURANCE REQUIREMENTS:

CONTRACTOR agrees to require any contractor, subcontractor, or consultant to maintain at the expense of the contractor, subcontractor, or consultant, the following insurance coverage as applicable:

- A. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- C. Comprehensive/Commercial General Liability Insurance with a combined single limits of \$1,000,000 each occurrence for bodily injury and property damage. The COUNTY shall be added as "additional insured" on this Policy with respect to the service provided under this Agreement.
- D. Automobile Liability Insurance covering all owned, hired and non-owned 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 shall be subject to the approval of the COUNTY. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the COUNTY. **CONTRACTOR** shall be responsible to COUNTY or insurance companies for all costs resulting from both financially unsound insurance companies selected and inadequate insurance coverage. **CONTRACTOR** shall furnish the COUNTY with satisfactory certificates of insurance or a certified copy of the policy, if requested.

No payments will be made to **CONTRACTOR** until current certificates of insurance have been received and approved by the COUNTY. If the insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended. **CONTRACTOR** shall furnish the COUNTY with certification of insurance evidencing such coverage and endorsements at least ten (10) business days prior to commencement of services under this Agreement. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

18. INDEMNIFICATION:

CONTRACTOR will protect, defend and indemnify the 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 **CONTRACTOR**'s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the 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 Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of **CONTRACTOR**.

19. CONTRACT AMENDMENT:

Changes mutually agreed upon by the COUNTY and **CONTRACTOR** will be incorporated into this Agreement by written amendments signed by both parties.

RFP 6563 - SIGNAGE FOR WEST WILLOW NEIGHBORHOOD

20. CHOICE OF LAW AND SEVERABILITY:

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

21. HEADINGS:

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

22. SIGNATURE AUTHORITY:

The individuals signing this Agreement have the requisite authority to do so and bind **CONTRACTOR** to the terms and conditions herein.

23. ENTIRE CONTRACT:

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

IV. TERMS AND CONDITIONS

Award:

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 (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid 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 Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

The County intends to award the bid based upon the individual items to be purchased but retains the right to package the items as a class or as the entire bid if it proves to be advantageous to the County.

Low Bidder:

Low Bidder will be determined either for each item or by the entire bid whichever is in the best interest of the County.

Term of Bid:

The Bid is for a one (1) year term from the date of the award. Terms and Conditions will remain unchanged during the term of the bid.

V. GENERAL CONDITIONS

Purpose

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by Washtenaw County for the fabrication and installation of two (2) exterior entrance signs at selected locations in the West Willow Neighborhood.

Scope of Work

The scope of work will include all labor, services, permits, materials and products to supply and install two (2) exterior entrance signs at the selected locations in the West Willow Neighborhood as detailed in the RFP. . The vendor selected will be expected to supply the signage based on the detailed, itemized cost proposal contained in this bid. The vendor will be expected to fully complete the attached price breakdown in the Bid sheet.

Minimum Qualifications

Each bidder must possess the necessary equipment and staff to complete the scope of work described in this RFP in a safe and timely manner. Provide a list of at least three clients, with contact names, addresses, phone numbers, and brief descriptions and dates for projects where recent work was performed. All bidders must be licensed and insured.

Mounting

All signs must be mounted level and true. All exposed hardware is to be touch-up painted on site as required. All signage must be installed such that there are no misalignments between visible components. It will be the responsibility of the successful bidder to correct any installation misalignments at no charge.

Safety Issues

During the installation of the signage, the successful bidder is responsible for their safety and is expected to maintain a safe environment. Successful bidder must keep the premises clean and clear. At the completion of work, the successful bidder shall remove all rubbish, tools, equipment, and surplus materials, from and about the premises, and leave the site as originally found.

Warranty

The vendor shall warrant all work performed under this contract for a period of one (1) year from the date of acceptance of the completed job. Any defects in materials or workmanship appearing during this period shall be corrected without cost to the County.

RFP 6563 - SIGNAGE FOR WEST WILLOW NEIGHBORHOOD

<p>BID SHEET</p> <p><u>RFP Fabrication and Installation of West Willow Entrance Signs</u></p>

Cost Proposal:	
Option A:	
Two (2) 4' x 8' sandblasted sign panels	
Four (4) field stone masonry columns	
Labor to install	
Permits	
<u>Total Cost</u>	
Option B:	
Two (2) 4' x 8' MDO sign panels	
Four (4) wood posts and concrete base	
Labor to install	
Permits	
<u>Total Cost</u>	

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SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____
_____ Date	_____ City State Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address

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.

APPENDIX A

Sample West Willow Entrance Sign

APPENDIX B

Proposed Locations of West Willow Entrance Signs