# **INVITATION TO BID**

City of Ann Arbor Guy C. Larcom Municipal Building Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered  $\frac{N/A}{N}$ , the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

# Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages and for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. The wage determination(s) current on the date 10 days before bids are due shall apply to this contract. The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

For the purposes of this ITB the Construction Type of Building (Building, Heavy, Highway or Residential) will apply.

# Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

# Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

#### Debarment

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

### Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

# Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

# Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

## Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: www.a2gov.org/idlefree.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

#### **Environmental Commitment**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

Section 1 - Schedule of Prices

Company:	Allied Building Se	ervice Company of Detro	oit, INC	
	nsert title of bid]			
Choose one	only.			
Base Bid – (u	use for lump sum bid)			
		e documents for [Insert Title of the type and manufacturers		
fifty-one thou	usand, five hundred	ninety and 00/100 dollars	<sub>(\$</sub> 51,590	0.00
Or				
Unit Price Bio	<u>1 –</u>			
Item Description	<u>on</u>	Estimated Quantity	Unit Price	Total Price

**ESTIMATED TOTAL** 

\$51,590.00

# CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The "wage and employment requirements" of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

#### The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall has be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Allied Building Service Company of Detroit

Company Name

Signature of Authorized Representative

Dave Senkbeil Director of Project Operations

Print Name and Title

1801 Howard St Detroit, MI 48216

Address, City, State, Zip

313-230-0800 Treibitz@teamallied.com

Phone/Email address

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

9/25/15 Rev 0

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvemonth contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

	employing fewer than 5 persons and non-profits employi e Ordinance. If this exemption applies to your company/r	ng fewer than 10 persons are exempt from compliance with the non-profit agency please check here [] No. of employees			
The Contra	actor or Grantee agrees:				
(a)	To pay each of its employees whose wage level is not required to comply with federal, state of prevailing wage law, for work covered or funded by a contract with or grant from the City, no less the Living Wage. The current Living Wage is defined as \$13.22/hour for those employers that pemployee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less \$14.75/hour for those employers that do not provide health care. The Contractor or Grantor under that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinand covered employers shall be required to pay the adjusted amount thereafter to be in compliant Section 1:815(3).				
	Check the applicable box be	elow which applies to your workforce			
	[] Employees who are assigned to any of applicable living wage without health be	covered City contract/grant will be paid at or above the enefits			
	Employees who are assigned to any capplicable living wage with health benefit	covered City contract/grant will be paid at or above the fits			
(a)	To post a notice approved by the City regarding work place or other location in which employees	g the applicability of the Living Wage Ordinance in every or other persons contracting for employment are working			
(b)	To provide to the City payroll records or other receipt of a request by the City.	documentation within ten (10) business days from the			
(c)	To permit access to work sites to City represe investigating complaints or non-compliance.	ntatives for the purposes of monitoring compliance, and			
(d)	To take no action that would reduce the compensation, wages, fringe benefits, or leave available to an employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.				
has offered Wage Ordi Ordinance,	I to provide the services or agrees to accept financinance. The undersigned certifies that he/she has obligates the Employer/Grantee to those terms are Ordinance it may be subject to civil penalties and	to act on behalf of his/her employer in these matters and cial assistance in accordance with the terms of the Living s read and is familiar with the terms of the Living Wage ad acknowledges that if his/her employer is found to be in termination of the awarded contract or grant of financial			
-	uilding Service Company of Detroit	1801 Howard St			
Company Na	ame	Street Address			
1/-1	lety 4/12/19	Detroit, MI 48216			
•	Authorized Representative Date	City, State, Zip			
	enkbeil Director of Project Operations	313-230-0800 Treibitz@teamallied.com			
Print Name a	and Title	Phone/Email address			

Phone/Email address



# Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

- No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
- 2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
- No City employee is contemporaneously employed or prospectively to be employed with the vendor.
- Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure\*

Please note any exceptions below:

Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.		( ) Relationship to employee			
		( ) Interest in vendor's company     ( ) Other (please describe in box below)			
N/A					
*Disclosing a potential conflict of interest does not conflicts of interest and they are detected by the Ci	disqualify ve ty, vendor v	endors. In the event vendors do not disclose potential will be exempt from doing business with the City.			
I certify that this Conflict of Interest D contents are true and correct to my kn certify on behalf of the Vendor by my si	owledge				
Allied Building Service Company of Do	etroit	313-230-0800			
Nendor Name		Vendor Phone Number			
T. LEN	4/2/	Dave Senkbeil			
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative			

# CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

#### Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

#### The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Allied Building Service	e Company of Detroit
Company Name	4/12/19
Signature of Authorized Represe	ntative Date
Dave Senkbeil Directo	or of Project Operations
Print Name and Title	
1801 Howard St, Detr	oit, MI 48216
Address, City, State, Zip	
313-230-0800 Treibitz	z@teamallied.com
Phone/Email Address	

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor

(734) 794-6500

Section 2 - Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

Item Number

Description

Add/Deduct Amount



If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder

Date 4/ I

BF-1

2018 Construction

## Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.



If the Bidder does not suggest any time alternate, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder \_

4/10/2019

## Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

Subcontractor (Name and Address)

Work

Amount



If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder

4/10/19

BF-3

2018 Construction

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Allied Building Service

Bidder's Name

Authorized Signature of Bidder

1801 Howard St Detroit 48216

Official Address

Telephone Number

Authorized Signature of Bidder

Dave Senkbeil

(Print Name of Signer Above)

treibitz@teamallied.com

Email Address for Award Notice

# LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation	n organized and doing business und	der the laws	of the Sta	te of	
Michigan	, for whom Dave Senkbeil			_, bearing the offic	ce title
of Director of Project	Operations, whose signature is affixed	I to this Bid,	is authoriz	zed to execute con	tracts
	NOTE: If not incorporated in Michigan, pleas	e attach the co	rporation's C	ertificate of Authority	
whom N/A	iability company doing business uses the title of re is affixed to the posal, is any				
of				and filed in the o	
* An individual	I, whose signature with address, is			(initial here) , 201 <u>9</u>	_
10					
(Print) Name Da	ive Senkbeil	Title Direct of	Project Ope	erations	
Company: Allied	Building Service Company of Detroit, INC			<u> </u>	
Address: 1801	Howard Street, Detroit, MI 48216				
Contact Phone (	* 1940	( ) <u>313-23</u>	0-0810		
Email treibitz@t	eamallied.com				

# Section 5 - References

Include a minimum of  $\underline{3}$  reference from similar project completed within the past  $\underline{2}$  years. [Refer also to Instructions to Bidders for additional requirements, if any] 294,425.00 Ann Arbor Fire Station 1 Generator 4-30-18 1) Project Name Date Constructed Matt Kulhanek (734) 794-6312 Contact Name 455,256.52 3/1/19 SBA 17 and 18th Floor Renovation Project Name Date Constructed Cost Chris Rogenski 269-349-8428 Contact Name Phone Number 278,010.20 MDOT Floor Replacement 1/31/19 Project Name Date Constructed Val Woodruff (517) 373-3741 Contact Name