

REQUEST FOR PROPOSAL

#6872

Residential Roof Replacement Housing Rehabilitation Program

FOR THE

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:

Please Print 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 #6872

January 14th 2016

Washtenaw County Purchasing Division on behalf of The Office of Community and Economic Development (Washtenaw County Department) is issuing a sealed RFP #6872 for Replacement of Residential Roofs. 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 two (2) **bound 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 Thursday, January 28th, 2016 at 2 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#6872**"
- 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 Aaron Kraft **via e-mail only** 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 and Economic Development

Purpose of Proposal

Washtenaw County is accepting quotations for residential roof replacement services for the Washtenaw County Housing Rehabilitation Program. The Roof Replacement Program performs roof replacements for qualified income eligible residents of Washtenaw County. This program services approximately 20 homes per year.

The successful contractor(s) will be responsible for providing roof installation services for client’s homes. The **most qualified** bidders may be offered contracts to perform installation services. Washtenaw County retains sole discretion to determine the exact number of vendors required for the program.

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 two (_2_) copies.

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E. Proposals should be prepared simply and economically providing a straightforward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be printed neatly or 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, with an option to renew an additional one year, 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. Please review the separate pages in this RFP titled 'Addenda A, B, C & D'. Complete these pages and include them as part of the RFP submission.

- 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 B)

- C. Complete Addenda C "Price Bid Form".

(Attach as Addendum C)

- D. 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

- 1. Required Knowledge

Washtenaw County's Housing Rehabilitation program is stringently monitored by US Department of Housing and Urban Development. Successful bidders for this work shall be expected to have knowledge of local building codes that may impact shingled roof installation.

- 2. Equipment

Contractors wishing to perform work for this contract will provide their own equipment, tools and materials to successfully complete roof installations. The County is not

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responsible for any costs associated with the Contractor's personal equipment needed to perform installations.

3. Installation requirements for assigned Roofs are as follows:
 - a. Consult with the Washtenaw County Housing Rehabilitation Specialist to determine the most efficient and appropriate installation. Evaluate site access, surrounding vegetation, shingle color etc. Discuss client concerns with client and rehabilitation inspector onsite.
 - b. Measure and plan for a roof installation.
 - c. Pull permits with the appropriate jurisdiction.
 - d. Order and arrange for delivery of shingles.
 - e. Check with mobile home park management when working in a mobile home park or other location where exterior site concerns may be present.
 - f. Following receipt of the Notice to Proceed provide for roof replacement.
 - g. Arrange for the city or township building inspection for the work. Submit proof of passed inspection with invoice.
 - h. Provide submission of invoices and related necessary documentation; Sworn Statement, Waiver of liens etc.

4. Work Assignments:
 - a. The amount of work assigned to any one contractor will be determined through negotiations between the County and the Contractor. The amount of work assigned will be partly determined by the Contractor's ability to produce quality work in a timely manner. The County intends to issue contracts only to those Contractors willing and able to perform the services as outlined above.
 - b. All things being equal the County will assign roof assignments to approved vendors in a rotating fashion in a manner designed to equally distribute the work under this contract. Roof installations that do not fit into the bidding/pricing methodology set forth thru this RFP will be bid thru a separate sealed bid process (ie, roofs with extra work required or unusual layouts). Approved vendors selected through this RFP will be invited to bid when a sealed bid is required.

5. Time period for roof installations:
 - a. The Contractor shall contact the homeowner/client and try to schedule an site visit within ten days of receipt of job assignment. The Contractor shall complete a site inspection with the Rehabilitation specialist within twenty days of receipt of job assignment.
 - b. Barring any weather or related delays the Contractor shall order and install the roof within 30 days following the site visit.

6. Award:
 - a. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. Contractors shall be selected for their quality of

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service, qualifications and capabilities to provide the specified service as outlined earlier in this RFP under "Purpose of Proposal" (page 2). The County does not intend to award contracts fully on the basis of any response made to this 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(s) whose proposals are deemed to best meet the County's specifications and needs.

7. Term of Contract

- a. The contract is for a term that ends April 30th 2017.

8. Requirements

- a. Contractors wishing to perform roof installations must hold a Michigan Builders License or Maintenance and Alterations License.
- b. All insurance requirements outlined in this RFP must be met at time of contract signing.
- c. Participating contractors are responsible for scheduling appointments for all inspections.

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 agrees to provide residential roof installation services to the Washtenaw County Housing Rehabilitation and Weatherization Assistance program participants in accordance with the terms and conditions of this contract. The dwelling units to be serviced under this contract will be assigned to the Contractor by the County's Housing Rehabilitation Specialist.

The Contractor shall adhere to all requirements set forth in the Request for Proposal # 6780.

The Contractor will submit product reports, manuals and warranty information on all Roofs installed. Manufactures warranty information shall be provided to the homeowner at time of installation.

The Contractor is responsible to report any work called for in the work order that they are not able to complete for any reason. The contractor is responsible to report any work called for in the work order that the homeowner refuses. The Contractor will provide the County at least one day notice before starting any work under this contract. The Contractor will inform the County if extra work is required. The Contractor will not be compensated for additional work unless approved in advance by the County. The Contractor is required to set their own schedule with the homeowner.

The Contractor shall take reasonable precautions to protect the homeowners property and home. 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.

The Contractor is not to perform any extra or supplemental work for the Homeowner for any reason. This includes small free favors or other paid work for a period of one year following the work at the home. Any reasonable additional work required as part of this contract must be approved in writing by the Housing Rehabilitation Specialist. The Contactor shall not purchase anything from the homeowner nor accept anything given to them for free from the homeowner.

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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.

Warranty work performed (labor and materials)

The Contractor warrants to the County that labor, materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Period of Correction: All work and materials:

If, within twelve (12) months after the date of final payment for the work, any of the work is found to be not in accordance with the requirements of the contract documents, the contractor shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the contractor a written acceptance of such condition. This obligation shall survive acceptance of the work under the contract and termination of the contract. The County shall give such notice promptly after discovery of the condition requiring correction. The homeowner shall be compensated for any damage to the homeowner's property relating to faulty material or workmanship provided under this contract.

The contractor shall provide clients with a phone number for the contractor that the homeowner may call following installation should warranty work be required.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT TBD)** in accordance with specifications described in RFP # xxxx.

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.

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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 begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**, with an option to extend an additional _____ year(s).

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

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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, ADDRESS, CITY, STATE & ZIP CODE AND CR#** _____, and shall provide for 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

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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 – DEBARMENT AND SUSPENSION

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.

ARTICLE XIII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or

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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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIV - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

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Federal, State, or local health, law enforcement, or other appropriate agency;

- g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations Part 215 Subpart C – Post-Award Requirements, Procurement Standards, Sections 215.40-48 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.

ARTICLE XVI - 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 XVII - 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

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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 XVIII - 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 XIX - 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 XX - 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 XXI - 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 XXII - 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 XXIII- PRACTICE AND ETHICS

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

ARTICLE XXIV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXV - 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 XXVI-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.

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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 XXVII - EXTENT OF CONTRACT

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

ADDENDA A

Contractor initials

Contractor Qualifications

Name of Contractor: _____

Employer Tax ID No: _____

Contractor Address: _____

Email Address: _____

Business Telephone: _____

Fax: _____

Principal Officer: _____

Insurance Company:
(Name and address) _____

Years in Business: _____

Will your company complete the roof replacements directly or hire a sub-contractor to complete the work? _____

If using a sub-contractor please list their company name: _____

Please List Company Employees who will be working on OCED roof replacement projects: (or subcontractor employee names). For purposes of verifying compliance with the County Living Wage Ordinance please list the employee wage. See Draft Contract ~ ARTICLE XVII ~ LIVING WAGE

<i>Employee Name</i>	<i>Wage</i>	<i>Employee Name</i>	<i>Wage</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDENDA B

Contractor initials

Customer References (include other agency contacts if desired)

Name: _____

Name: _____

Telephone: _____

Telephone: _____

Type of Work: _____

Type of Work: _____

Name: _____

Telephone: _____

Type of Work: _____

Has your company ever worked for a Community Action Agency or other Housing Program as a General Contractor or Roof Installation provider? (yes or no) _____

If yes, please indicate the agency, contact person and phone number.

List the years you worked for that agency(s) _____

Please list below any additional information you feel is important regarding your company (please feel free to attach separate informational documents):

ADDENDA C

Contractor initial

Price Bid Form

All bids in response to this Request For Proposal (RFP) must comply with the following instructions failure to do so may result in disqualification. The prices quoted below will in part be used to determine the set price for the replacement work.

This RFP shall request that the roof installation work be bid and priced by a per sq. ft. roof installed method.

If desired, please include a separate sheet to summarize your quote or add comments as appropriate. However, please be sure to fill out this Bid Form provided below and submit it with your bid submission.

Vendors approved as Washtenaw County Section 3 vendors prior to this RFP submission due date will receive scoring preference.

Bidding: Roof shingle replacement priced per square

Standard roof work shall follow all manufacturer's instructions and applicable codes. The standard per square roof bid is to include all of the following:

- Installation of new 300 lb. 30 year warranty 'three tab' or 'architectural shingles'
- Shingle over "formed plastic" ridge vent (cut 1" wide vent at ridge) 'core mesh' or other mesh type of ridge vent is not permitted.
- Can venting is permitted where ridge venting is not appropriate.
- New standard drip edge installed
- New vent pipe boots (up to two per roof)
- Starter shingles for eaves and rakes, ridge and gable cap shingles
- Code approved ice and water shield installed along eaves 2 feet over the heated space, valleys, saddle chimney areas and other weak areas.

Where called for work includes stripping the roof and disposal of scrap and waste. Roofs greater than 6/12 pitch additional costs will be bid out on a case by case basis, costs bid below assume less than 6/12 pitch.

Do not cut back homeowner trees or shrubs without homeowner approval.

Use of staples to install tar paper is acceptable. Staples to fasten shingles is not allowed.

Note: During the final inspection of the roof installation OCED will inspect the installation of roofing nails to ensure they are not crooked or not 'blown through' the shingles. If more than 25% of the nails are found to be blown through OCED will require the entire roof to be stripped and replaced. A blown through nail is defined as a nail that has partially or completely punctured the shingle.

Please list prices for each item of work

Install new shingles over existing shingles complete, (*Shingle Over~ No Tear-off*) per square (1 square equals 100 square feet)

Labor and Material: \$_____

Tear off one layer and replace roof complete (per square)

Labor and Material: \$_____

Note: For the purposes of calculating ridge cap shingles needed. For each 100 linear feet of ridge cap 1 square will be added to the work order.

Tear off each additional roofing layer (beyond one layer) (per square)

Labor: \$_____

Additional cost for roof installations at 7/12 pitch and above (per square)

Labor: \$_____

Install rolled roofing 90 pound (per square)

Labor and Material: \$_____

Roof decking replacement using plywood of matching thickness (per square foot)

Labor and Material: \$_____

Roof decking replacement using 1x6 pine boards of matching thickness (per square foot)

Labor and Material: \$_____

Replacement of Fascia boards using 1x6 pine of matching thickness (per linear foot)
Material primed white

Labor and Material: \$_____

Replacement of damaged Soffit boards using plywood or vinyl soffit material of matching look and thickness (per linear foot) Soffit material primed white.

Labor and Material: \$_____

Extra Ice guard installed when required low pitch etc. (per linear foot)

Labor and Material: \$_____

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Reflash standard brick chimney (each) Labor and Material: \$_____

Reflash around existing skylight (each) Labor and Material: \$_____

Remove soffit vent cover and verify free air flow (each) Labor: \$_____

Other miscellaneous work which may be required:

Additional Roof Items	Price per item: Labor & material
Extra vent boots (each)	\$
Remove and reinstall 'gutter helmet' type gutter shield (per linear foot)	\$
Install drywall below an existing mobile home skylight. Drywall unfinished and unpainted. 18"x 36" approx. size (each)	\$
Replace mobile home skylight with new. Remove old skylight. 24"x36" approximate size (each)	\$

ADDENDA D

Contractor initials

I have review the requirements of this RFP including the section titled 'Standard Provisions for Contracts' and agree that these requirements will be met.

Include this page with your RFP submission

Selection Criteria and Scoring for RFP

IMPORTANT:

Contractors applying to this RFP will be scored and ranked based on the following criteria and scoring system. These Criteria and Point system will used as part of the overall evaluation for bidders applying to this RFP. Please include additional information that may help to evaluate your company.

***To be completed by Washtenaw County (provided here for Contractor Information)*

- _____ of 20 points Current approved vendor for a federal housing repair programs (20 points maximum)

- _____ of 20 points Current approved vendor with Washtenaw County Section 3 certification (20 points maximum)

- _____ of 10 points Years of Experience replacing roofs, please describe past experience on a separate page. (or on Addenda B) (1 points per year up to 10 points maximum)

- _____ of 20 points Competitive Pricing
Note: Competitive pricing will be scored based on a review of the costs submitted through this RFP. All prices submitted by Contractors for this RFP will be reviewed. Price per square for a roof tear off and replacement will be averaged and individual contractor prices will be compared to the overall average price.

Contractors 0-10% lower than the average price (15 points)
Contractors more than 10% lower than average (20 points)
Contractors 0-5% higher than average (5 points)
Contractors 5% or higher than average (0 points)

- _____ of 5 points Prior experience meeting Section 3 requirements. Please describe or document prior experience (5 pts max)

- _____ of 5 points Currently a state of Michigan licensed builder or maintenance and alteration license (5 points maximum) (provide documentation)

- _____ of 10 points Female or Minority Owned (5 points if women owned business) (5 point if minority owned business)

- _____ of 5 points Completed RFQ paperwork thoroughly (0 points awarded if some RFQ information is missing) (5 points awarded if all RFQ information provided)

Total points: _____ out of 95 total available

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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.