

INVITATION TO BID
ITB #2022-07

2022-2023
DDA HOLIDAY LIGHTING



Due Date: October 3rd, 2022
By 1:00 PM

Issued By:
Ann Arbor Downtown Development Authority (DDA)
150 S. Fifth Avenue, Suite 301
Ann Arbor MI, 48103

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SECTION I – GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal/ITB is to select a professional insured contractor to provide removal, installation, maintenance, and repair services of the Ann Arbor DDA's downtown holiday street tree lighting system.

B. QUALIFICATIONS AND CLARIFICATIONS/DESIGNATED DDA CONTACTS

All questions regarding this ITB shall be submitted via email. Questions will be accepted and answered in accordance with the terms and conditions of the ITB.

All questions shall be submitted on or before **September 27, 2022** by 4:00pm to Hayett Chater at hchater@a2dda.org.

Should any prospective offeror be in doubt as to the true meaning of any portion of this ITB, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this ITB will be made only as an official addendum that will be posted to MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the DDA shall become part of the RFP and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the DDA will complete the evaluation.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. PROPOSAL SUBMISSION

All proposals are due and must be e-mailed to the DDA on or before, October 3rd, 2022 at 1:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, or facsimile **will not** be considered or accepted.

Each respondent must submit one digital copy of the proposal in PDF format.

Proposals submitted should list the offeror's name and address.

Proposals must be addressed and delivered to:

Hayett Chater at hchater@a2dda.org

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the DDA is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the DDA are required to review this sample agreement carefully. **The DDA will not entertain changes to its Professional Services Agreement.**

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

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All offerors proposing to do business with the DDA shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C shall be a material breach of the contract. Contractors are required to post a copy of Ann

Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the DDA.

J. WAGE REQUIREMENTS

The Contractor shall follow the City of Ann Arbor's requirements for payment of prevailing wages or of a "living wage" to employees providing service to the DDA under this contract. The successful offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. COST LIABILITY

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

L. DEBARMENT

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

M. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the DDA within five (5) business days of the award action. The offeror must clearly state the reasons for the protest.

N. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	September 27, 2022, 4:00 p.m.
Proposal Due Date	October 3 rd 2022, 1:00 p.m. (Local Time)
Selection/Negotiations	Week of October 3, 2022
Anticipated Notice To Proceed	October 10, 2022

The above schedule is for information purposes only and is subject to change at the DDA's discretion.

O. IRS FORM W-9

The selected offeror will be required to provide the DDA of Ann Arbor an IRS form W- 9.

P. RESERVATION OF RIGHTS

1. The DDA reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The DDA reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the DDA to be in its best interest.
3. The DDA reserves the right to request additional information from any or all offerors.
4. The DDA reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The DDA reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The DDA reserves the right to select one or more consultants to perform services.
7. The DDA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The DDA reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

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

SECTION II - SCOPE OF SERVICES

A. Objective

The purpose of this Request for Proposal/ITB is to select a professional insured contractor to provide removal, installation, maintenance, and repair services of the Ann Arbor DDA's downtown holiday street tree lighting system. The term of the contract will be through June 30, 2023 with five (5) one-year optional extensions available at the DDA's discretion. It is understood that the submitted rate proposals are to be honored over the term of the contract.

B. Contract Implementation

The DDA does not guarantee either a minimum volume of work or a specific volume of work under this Contract. The contract amount is subject to the availability of funds and approval of annual budgets.

The DDA reserves the right to use other contractors for this work if the DDA deems it necessary.

Work shall be completed using the Fee Proposal Form included as part of the Offeror's proposal. Timely invoicing must include work order information and materials list.

The Offeror shall be entitled to a 5% markup on string light material costs. Back-up documentation for material costs shall be provided to the DDA.

C. Scope of Work

Light Removal and Installation: The Contractor is responsible to remove all of the existing light strings from downtown (DDA District) trees and either reinstall the lights that are in good working order or install newly furnished lights. This work shall begin ten (10) days following the Notice to Proceed and shall be completed by March 15, 2023. Any light strings determined to be removed shall become the property of the contractor. The map in Appendix C is provided as DDA's best information of the light locations as indicated with red lines; "As of 06/02/2022 Holiday Lights on Trees". The bidder is responsible for inspecting the DDA District to determine the extent of all existing lights within the entire DDA District tree light system. Lights are to be placed in all trees where existing lights have been removed (not including trees less than two years old). Light strings need to be wrapped loosely so that the tree has room to grow and blow in the wind without the strings rubbing into the bark, restricting tree movement, or causing the tree to lean/be pulled.

Furnish New Holiday Lights: The Contractor is responsible to furnish new light strings where the existing lights are not in good working order or for trees newly in the DDA District tree light system.

On-call Removal: The Contractor will provide on-call removal of string lights to allow for tree

trimming by the City's Forestry Unit or other as needed maintenance. String lights should be removed within 10 days of notification. In the event of an emergency, Forestry staff may have to cut the lights. They will do this as a last resort and will call the contractor contact ahead of time if conditions allow.

On-call Repair and Maintenance: The Contractor must maintain the lights throughout the display period to ensure all lights are on and functioning. All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed five (5) days from the time of notice of malfunctions. Please provide your maintenance staff contact information, telephone number and email address to facilitate contact regarding any display problem as required.

Other Requirements:

- a) Pricing: Each bid should be in accordance with the attached Fee Proposal Form.
- b) Permits: The Contractor will be responsible to obtain all required permits, including permits for; City of Ann Arbor right-of-way, City of Ann Arbor lane closure, and MDOT right-of-way.
- c) Display Period: Lights must be in place and lit by November 15 of each year. Lights are to remain lit until March 15 of each year. Light strings are to be removed by June 15 of each year as requested by the DDA. The bidder should provide costs for the option to have the holiday lights on a timer so the lights can be turned off from 2am – 6am.
- d) Materials: The contractor shall provide marine-grade, Blachere Illumination type or a similar high-quality brand that produces warm white LED lights, with a color temperature no greater than 3000 K. Please ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands. Each bid must specify amperage and electrical requirements. The Contractor is expected to provide excellent quality materials to meet safe electrical standards. The DDA will provide outlets.
- e) Equipment: The Contractor shall supply all lifts and other materials necessary to install, maintain and remove lights safely and successfully. All equipment to be used and all work to be performed must be in full compliance with provisions outlined in all applicable industry standards and regulations. Equipment, materials, and tools must not be left unsecured at any time. All equipment and tools must be stored in such a manner to ensure that residents and the public do not have access to them.
- f) Access: Where work is conducted in streets or other public thoroughfares, the Contractor shall plan and schedule work to cause as little interference as possible with traffic, both vehicular and pedestrian. If needed, metered street parking spaces may be used as a staging area. Use of the spaces should be limited to two consecutive days. Sidewalk closures, if necessary, should be properly signed with pedestrian detour signs ahead of the closure.

Blocking of vehicular lanes shall not be permitted unless prior arrangements have been made by obtaining a City of Ann Arbor Traffic Detour or Lane Closure approval for each closure. The application form is available online at the city website www.a2gov.org; Government; Public Services; Project Management; Private Development; Working in the Right-of-Way. Whenever obstructing traffic in the street, the Contractor must provide the required traffic control signage and flaggers as described in the Michigan Manual of Uniform Traffic Control Devices. Bids should account for the cost of flagging personnel and traffic control devices as applicable.

Work on State Trunklines (Huron St. and Main Street) must occur between 9 a.m. and 3 p.m.; work is not permitted on these roads outside of these times. Additional schedule details should be coordinated with the DDA, to limit impact to downtown businesses and events.

- g) Site clean-up: The Contractor shall make arrangements to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris.
- h) Areas to be illuminated: See Appendix B for a map of tree locations. Lights should only be placed on trees that have been planted for at least 2 years. Trees younger than 3 years old should not have string lights.
- i) Communication and Public Presence: The Contractor shall work effectively with the DDA staff and other City units and regulatory agencies. It is the responsibility of the Contractor to provide an up-to-date list of names and contact numbers of on-call personnel. The DDA will contact the Contractor by phone as emergencies occur and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).

It is expected that the contractor's employees will at all times be courteous and professional when interacting with the Ann Arbor public – residents, pedestrians, business owners, motorists and visitors. The contractor is to forward questions not directly dealing with the contractor's installation or maintenance to the DDA.

- j) General Safety Requirements: The Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the DDA. The Contractor shall be responsible for ensuring compliance with the most stringent provisions of the applicable statutes and regulations of the Michigan Occupational Safety and Health Act 154 of 1974, the Occupational Safety and Health Act of 1970, and all City of Ann Arbor safety policies. The Contractor shall supply all these requirements to any subcontractor performing work under the contract. Should charges of violation of any of the above be issued to the Contractor in the course of the work, a copy of each charge shall be immediately forwarded to the DDA along with a plan to correct the violation.

Upon the failure of the Contractor to comply with any of these requirements, the DDA's Representative shall have the authority to stop any and all operations of the Contractor affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made subject to a claim or extension of time or increase in compensation.

All materials, equipment, and supplies used for projects under this contract with the DDA must comply fully with all safety requirements as set forth by the Michigan Occupational Safety and Health Act 154 of 1974 and all applicable OSHA Standards.

- k) Insurance Requirements: Included as part of the Professional Services Agreement (Appendix A) are the insurance requirements which must be kept in place for the duration of this awarded work. Awarded contractor must produce all required insurance certificates within five (5) days of award and before work can be started.
- l) Standard Specifications: All work under this Contract shall be performed in accordance with the City's Standard Specifications in effect. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications provided during the implementation of individual tasks under this Contract. Copies of the Standard Specifications can be downloaded from the following web link.
<https://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should utilize the attached Appendix B form to provide the following information:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Fee Proposal
- D. Authorized Negotiator
- E. Attachments (if desired by offeror)

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
3. Respondent shall provide proof of capability to respond to an emergency service call within the time identified in the Fee Proposal Form after notification by the DDA of a service need, including weekends and holidays.

B. Past involvement with Similar Projects – 40 points

The proposal must include a list of specific experience in the project area, that indicates a proven ability of the company and key personnel in implementing similar projects. Provide a summary of projects completed within the last three (3) years that includes the project description, cost, and owner contact information. All proposers are to base their responses on projects that reflect the size, complexity, and services required under this RFP.

Customer Manager: Person who will be responsible for being the main contact person and responsible for the management of this Contract.

C. Fee Proposal - 40 points

The respondent should use the attached Fee Proposal Form. The Fee Proposal Form must be completed and any additional fee information shall be appended.

Scoring for the Fee Proposal will be based on the rates identified for the requested categories. The rates may be adjusted after negotiations with the DDA and prior to signing a formal contract, if justified. A sample of the required DDA/Contractor agreement form is included as Appendix A herein.

D. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the DDA.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system to select a list of firms for further consideration. The DDA reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. The committee may contact references to verify material submitted by the offerors.
2. The DDA may choose to interview the proposed project team members expected to complete a majority of work on the project.
3. The firms interviewed will then be re-evaluated by the above criteria, and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by the DDA Board, if suitable proposals are received.

The DDA will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should be in PDF format. Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The DDA will not be bound by oral responses to inquiries or written responses other than official written addenda.

**APPENDIX A – EXAMPLE PROFESSIONAL SERVICES AGREEMENT
AGREEMENT BETWEEN**

**AND THE ANN ARBOR DDA
FOR HOLIDAY LIGHTING SERVICES**

The Ann Arbor DDA, a Michigan municipal corporation, having its offices at 150 S. Fifth Ave., Ann Arbor, Michigan 48104 ("DDA"), and _____ ("Contractor"), a _____ Corporation with its address at _____ agree as follows on this _____ day of _____, 2022.

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

I. DEFINITIONS

Contract Administrator means Amber Miller, acting personally or through any appropriate staff member.

Project means: DDA Holiday Lighting Services

II. DURATION

The contract term is for the period of _____, 2022 through June 30, 2023 with a mutual option for five (5) additional one year renewals.

III. SERVICES

- A. The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of Exhibit A, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract.
- B. The DDA retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.
- C. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- D. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- E. The Contractor may rely upon the accuracy of reports and surveys provided to it by the DDA except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price in the manner set forth in the Exhibit B. The total fee to be paid the Contractor for the services shall not exceed \$_____. Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.
- B. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- C. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- D. The Contractor shall keep complete records of time spent and materials used on the Project so that the DDA may verify invoices submitted by the Contractor. Such records shall be made available to the DDA upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself, the City and the Ann Arbor DDA, and their officers, employees, and agents from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 - 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Ann Arbor DDA and City of Ann Arbor shall be added as additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

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

\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City or DDA may possess, including any self-insured retentions the City or DDA may have; and any other insurance the City or DDA does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City or DDA.
- C. In the case of all contracts involving on-site work, the Contractor shall provide to the DDA, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Ann Arbor DDA. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the DDA, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the DDA. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the DDA.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor shall indemnify, defend and hold the the City, DDA, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.
- B. Living Wage. The Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code.

VII. WARRANTIES BY THE CONTRACTOR

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

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. Breach under the terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.
- B. The DDA may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the DDA to effect continued payment under this Agreement are not appropriated or otherwise made available, the DDA shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE DDA

- A. The DDA shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

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

XI. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIV. CONFLICT OF INTEREST

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

XV. SEVERABILITY OF PROVISIONS

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

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the DDA and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Contractor and the DDA.

FOR CONTRACTOR

By _____
Authorized Representative

FOR THE ANN ARBOR DDA

By _____
Amber Miller, Capital Projects Manager

EXHIBIT B – FEE SCHEDULE

The Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The attached Compensation Schedule states the nature and amount of compensation the Contractor may charge the DDA. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$_____

The Contractor shall submit each month an invoice covering work performed for which it believes payment, under the Contract terms, is due.

APPENDIX B: Contractor Qualifications & Bid Sheets

CONTRACTOR INFORMATION AND QUALIFICATIONS

Failure to answer all questions may result in the rejection of this bid

Company Name (P.O. Will Be Addressed To) _____

Social Security or Federal Employer I.D. # _____

Address _____

City _____ State _____ Zip _____

We have read the ITB thoroughly and acknowledge Addenda (if any) that have been issued?

() Yes

() No

Past Involvement with Similar Projects: List projects, preferably downtown projects for municipal government, where your company has provided similar service of the type of work in this bid.

Owner/Location

Scope of Work

1. _____

2. _____

3. _____

References: List three references, preferably downtown projects for municipal government, where your company has provided similar service of the type of work in this bid.

City

Contact Person

Phone Number

1. _____

2. _____

3. _____

Customer Manager: List the person who will be the main contact person responsible for the management of this Contract.

Manager Name

Phone Number

1. _____

Fee Proposal

For work under this contract, we propose the following:

Description of Service Item	Unit	Unit Price
Light Removal ⁽¹⁾	LS	
Light Installation ⁽¹⁾	LS	
Furnishing of Lights ⁽³⁾	LS	
On-call Removal, Repair, or Maintenance (2-person with Lift Truck) ⁽²⁾	Hour	
On-call Removal, Repair, or Maintenance (per person) ⁽²⁾	Hour	
Additional Costs to provide timer features for each tree	Ea	

Notes:

⁽¹⁾ Unit prices shall include all labor costs, vehicle costs, equipment costs, project management, office support costs, and permitting costs for the entire DDA District tree light system. The map in Appendix C is provided as DDA's best information of the light locations as indicated with red lines; "As of 06/02/2022 Holiday Lights on Trees". The bidder is responsible for inspecting the DDA District to determine the extent of all existing lights within the entire DDA District tree light system.

⁽²⁾ Unit prices shall include all labor costs, vehicle costs, equipment costs, project management, office support costs, and permitting costs

⁽³⁾ Please propose an estimate of costs for furnishing lights for the entire system. Actual material costs shall be reimbursed by the DDA following submission of receipts. A Contractor mark-up of 5% on direct purchases will be allowed. Contractors who acquire materials, equipment, supplies, etc. for incorporation in DDA projects are not exempt from State Sales Tax.

The Ann Arbor DDA reserves the right 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 deemed in the best interest of the DDA.

The undersigned agrees that if the bid is accepted by the Ann Arbor DDA, the contractor will be held to the prices and delivering of the goods and services in accordance with the bid. After the bid has been selected, the DDA will work with the winning team to phase the scope of work.

COMPANY REPRESENTATIVE (AUTHORIZED NEGOTIATOR):

Signature Date

Printed Name

Title Email Address

Phone Number _____ Fax Number _____

Type of Organization (circle one): Individual Partnership Corporation Joint Venture

Other _____

Year organization established: _____

Former organization names(s) if applicable: _____

Number of full-time employees: _____ part-time employees _____

