



CITY COUNCIL ACTION REPORT

March 27, 2012

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Director of Economic & Community Development
Susan Leirstein, Purchasing Director
Tim Richnak, Public Works Director
Cindy Stewart, Community Affairs Director

SUBJECT: Standard Purchasing Resolution 1: Award to Low Bidders –
Home Chore Lawn and Yard Services

Background

Bids were received and publicly opened on March 15, 2012, for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season. 273 vendors were notified via the Michigan Intergovernmental Trade Network (MITN) website, www.mitn.info. Twenty (20) bid responses were received.

The award recommendation considered the vendor offering the best combination of a variety of factors including: bid price, professional competence and level of service, equipment fleet, references, and the comfort of the residents on the program.

The contract warrants making an award to a primary and secondary contractor in the event the primary contractor is unable to perform services as specified, the secondary vendor will be called upon to fulfill the terms of the contract.

A low total award for Proposals A and B is being recommended as neither contractor was interested in a split award. Separate contracts with different vendors for each Proposal have proven to be an administrative nightmare, with one contractor blaming the other for uncompleted or shoddy work.

Fund Availability

Funds for lawn and yard services for the Home Chore Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

March 27, 2012

To: John Szerlag, City Manager

Re: Bid Award – Home Chore Lawn and Yard Services (cont'd)

Legal Considerations

ITB-COT 12-07, seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season was competitively bid, in accordance with Chapter 7 of the City Code. Awards are contingent upon contractors' submission of properly executed bids and contract documents, including insurance certificates and all other specified requirements.

Recommendation

City management recommends City Council award contracts for seasonal requirements of lawn and yard services for Troy residents using the Home Chore Program with an option to renew for one (1) additional season to the low total bidders, Outdoor Enhancements of Lake Orion, MI as primary contractor, and DTL Lawn Care of Rochester Hills, MI, as secondary contractor at unit prices contained in the bid tabulation dated 3/15/2012, which expires December 31, 2012.

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VENDOR NAME:		Outdoor Enhancements		DTL Lawn Care		Maxwell Lawn Care Svc LLC	
		PRIMARY		SECONDARY			
EST NO.		PRICE PER SERVICE		PRICE PER SERVICE		PRICE PER SERVICE	
PROPOSAL A: LAWN CARE SERVICES			\$576				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 9.00		\$ 11.00		\$ 10.24	
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 10.00	\$ 260.00	\$ 12.00		\$ 12.24	
ESTIMATED TOTAL: - 26 Weeks -			\$ 21,736.00		\$ 26,416.00		\$ 25,313.60
PROPOSAL B: YARD CLEAN UP			\$ 3,072				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 48.00		\$ 25.00		\$ 39.00	
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 58.00	\$ 1,508	\$ 30.00		\$ 49.00	
ESTIMATED TOTAL: - 2 Clean-Ups -			\$ 9,160.00		\$ 4,760.00		\$ 7,540.00
GRAND TOTAL BOTH SERVICES: Estimated			\$ 30,896.00		\$ 31,176.00		\$ 32,853.60
SITE INSPECTIONS:		Yes or No	No	Yes	Blank		
		Date		3/3/2012			
PHONE NUMBERS:		Daytime	248-693-1269	248-659-8069	313-953-1560		
		24 Hour	248-891-3760	248-495-1362	313-790-8586		
		Contact Name	Peter Carroll	David Lee	Marlin Maxwell		
		Hrs of Operation	8am-8pm M-F	8am-7pm	7-7pm		
PAYMENT TERMS:			Net 15 days	N/30	2% Net 10		
EXCEPTIONS:			Blank	Blank	Blank		
ALL OR NONE AWARD:		Y or N	Y	Y	N		
ACKNOWLEDGEMENT:		Signed Y or N	Y	Y	Y		
VENDOR QUESTIONNAIRE:		Attached Y or N	Y	Y	Y		
ADDENDUM:		Attached Y or N	N	N	Y		

ATTEST:

Cindy Stewart
 Susan Riesterer
 Susan Leirstein

BOLDFACE TYPE DENOTES LOW TOTAL BIDDERS

Susan Leirstein CPPO, CPPB
 Purchasing Director

VENDOR NAME:		Green Meadows Lawnscape Inc	Beneficial Lawn Service	AustinMorgan Companies LLC
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 10.45	\$ 10.50	\$ 10.50
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 12.70	\$ 12.99	\$ 12.50
ESTIMATED TOTAL: - 26 Weeks -		\$ 25,974.00	\$ 26,253.24	\$ 25,922.00
PROPOSAL B: YARD CLEAN UP				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 45.00	\$ 44.00	\$ 50.00
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 55.00	\$ 54.99	\$ 60.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 8,620.00	\$ 8,491.48	\$ 9,520.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 34,594.00	\$ 34,744.72	\$ 35,442.00
SITE INSPECTIONS:	Yes or No Date	Yes current contractor	Yes	No familiar w/neighborhoods
PHONE NUMBERS:	Daytime	586-254-7775	586-872-1342	248-629-7257
	24 Hour	586-707-1499	586-872-1342	248-770-4796
	Contact Name	Dan DeClerck	Chris Samaan	Christie Rasins
	Hrs of Operation	8am-8pm	9-7pm	8-5pm
PAYMENT TERMS:		Net 30	Net 30	Net 21
EXCEPTIONS:		None	N/A	Blank
ALL OR NONE AWARD:	Y or N	Y	N	Y
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	N	N	Y

VENDOR NAME:		MVP	Greener Grounds	American Dream
		Environmental LLC	Landscaping	Landscaping
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 14.00	\$ 14.00	\$ 16.00
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 18.00	\$ 16.00	\$ 16.00
ESTIMATED TOTAL: - 26 Weeks -		\$ 35,464.00	\$ 34,112.00	\$ 37,440.00
PROPOSAL B: YARD CLEAN UP				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 5.00	\$ 50.00	\$ 45.00
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 5.00	\$ 60.00	\$ 45.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 900.00	\$ 9,520.00	\$ 8,100.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 36,364.00	\$ 43,632.00	\$ 45,540.00
SITE INSPECTIONS:	Yes or No Date	Yes 3/4 3/6 3/10	Yes 3/3/2012	No
PHONE NUMBERS:	Daytime	248-249-5711	248-841-6455	586-493-9730
	24 Hour	248-249-5711	248-841-6455	313-623-5901
	Contact Name	Tony	John Plewa	Adrienne Coates
	Hrs of Operation	7-9pm	7-6pm	8-6pm
PAYMENT TERMS:		Net 30	Net 30	Net 30 days
EXCEPTIONS:		non home chore homes \$65.00/cut	Blank	Blank
ALL OR NONE AWARD:	Y or N	Y	Y	N
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	Y	Y	Y

VENDOR NAME:		Excel	United Resource	Brantley
		Landscaping LLC	LLC	Development LLC
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64 Lots	Lawn Care Services at a Residential City of Troy Home -average lot size 100 ft x 180 ft	\$ 18.00	\$ 17.00	\$ 17.00
26 Lots	Lawn-care Services at lots over 100 ft x 180 ft or corner lots	\$ 20.00	\$ 17.00	\$ 22.00
ESTIMATED TOTAL: - 26 Weeks -		\$ 43,472.00	\$ 39,780.00	\$ 43,160.00
PROPOSAL B: YARD CLEAN UP				
64 Lots	Yard clean up at a residential City of Troy home - average lot size 100 ft x 180 ft	\$ 30.00	\$ 69.00	\$ 49.00
26 Lots	Yard Clean up for lots over 100 ft x 180 ft or corner lots	\$ 35.00	\$ 69.00	\$ 59.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 5,660.00	\$ 12,420.00	\$ 9,340.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 49,132.00	\$ 52,200.00	\$ 52,500.00
SITE INSPECTIONS:	Yes or No Date	Yes 3/8/2012	Yes 3/5/2012	No
PHONE NUMBERS:	Daytime	586-524-2519	248-426-1671	810-610-0427
	24 Hour	586-524-2519	313-449-9497	734-722-7398
	Contact Name	Nick Holmes	David Guth	Stanley Brantley
	Hrs of Operation	24/7	24/7	7-9pm
PAYMENT TERMS:		Net 30	Net 30 days	Net 30
EXCEPTIONS:		Blank	Blank	Blank
ALL OR NONE AWARD:	Y or N	N	Y	Y
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	N	Y	N

VENDOR NAME:		Mike's Clean	Noel Lawn	Redigan
		Cut Landscaping	Service	Outdoor Services
		Inc		
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64	Lawn Care Services at a Residential City of Troy	\$ 20.00	\$ 25.00	\$ 18.00
Lots	Home -average lot size 100 ft x 180 ft			
26	Lawn-care Services at lots over 100 ft x 180 ft	\$ 25.00	\$ 30.00	\$ 22.50
Lots	or corner lots			
ESTIMATED TOTAL: - 26 Weeks -		\$ 50,180.00	\$ 61,880.00	\$ 45,162.00
PROPOSAL B: YARD CLEAN UP				
64	Yard clean up at a residential City of Troy	\$89.50 w/gutters \$ 49.50	\$ 50.00	\$ 150.00
Lots	home - average lot size 100 ft x 180 ft			
26	Yard Clean up for lots over 100 ft x 180 ft or	\$95.00 w/gutters \$ 55.00	\$ 75.00	\$ 185.00
Lots	corner lots			
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 9,196.00	\$ 10,300.00	\$ 28,820.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 59,376.00	\$ 72,180.00	\$ 73,982.00
SITE INSPECTIONS:		Yes	Yes	No
Yes or No		Blank	3/7/2012	
Date				
PHONE NUMBERS:		248-879-4504	734-777-1576	248-894-0985
Daytime		248-930-8725	734-243-0380	248-935-7752
24 Hour		Mike Misiewicz	Ron Noel	Sandy Redigan
Contact Name		8-5pm	24/7	9-5pm M-Sat
Hrs of Operation				
PAYMENT TERMS:		Net 20	30 days	30 days
EXCEPTIONS:		Attached to Bid	Blank	Blank
ALL OR NONE AWARD:		N	Y	Y
Y or N				
ACKNOWLEDGEMENT:		Y	Y	Y
Signed Y or N				
VENDOR QUESTIONNAIRE:		Y	Y	Y
Attached Y or N				
ADDENDUM:		Y	Y	Y
Attached Y or N				

VENDOR NAME:		A Little of the Top	Green Valley	Shamo
			Conservation Svc	Landscaping & Svc Inc
			Inc	
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	PRICE PER SERVICE
PROPOSAL A: LAWN CARE SERVICES				
64	Lawn Care Services at a Residential City of Troy Lots Home -average lot size 100 ft x 180 ft	\$ 27.00	\$ 23.00	\$ 38.00
26	Lawn-care Services at lots over 100 ft x 180 ft Lots or corner lots	\$ 33.00	\$ 32.00	\$ 40.00
ESTIMATED TOTAL: - 26 Weeks -		\$ 67,236.00	\$ 59,904.00	\$ 90,272.00
PROPOSAL B: YARD CLEAN UP				
64	Yard clean up at a residential City of Troy Lots home - average lot size 100 ft x 180 ft	\$ 45.00	\$ 90.00	\$ 48.00
26	Yard Clean up for lots over 100 ft x 180 ft or Lots corner lots	\$ 65.00	\$ 135.00	\$ 58.00
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 9,140.00	\$ 18,540.00	\$ 9,160.00
GRAND TOTAL BOTH SERVICES: Estimated		\$ 76,376.00	\$ 78,444.00	\$ 99,432.00
SITE INSPECTIONS:	Yes or No Date	Yes 3/5/2012	No	No
PHONE NUMBERS:	Daytime	810-867-4935	586-421-1769	586-822-2181
	24 Hour	810-625-7803	810-560-3026	586-822-2181
	Contact Name	Mike Jean	Paul Hayes	Salam Shamo
	Hrs of Operation	8-5pm M-F	8-5pm M-F	7-9pm
PAYMENT TERMS:		Net 30 days	Net 25 days	monthly
EXCEPTIONS:		Blank	Blank	Blank
ALL OR NONE AWARD:	Y or N	Y	N	N
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	Y
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	Y
ADDENDUM:	Attached Y or N	Y	Y	N

VENDOR NAME:		Chas F Irish	Warner Brothers	
		Co, Inc	Services	
EST NO.		PRICE PER SERVICE	PRICE PER SERVICE	
PROPOSAL A: LAWN CARE SERVICES				
64	Lawn Care Services at a Residential City of Troy Lots Home -average lot size 100 ft x 180 ft	\$ 44.75	\$ 35.00	
26	Lawn-care Services at lots over 100 ft x 180 ft Lots or corner lots	\$ 68.00	\$ 55.00	
ESTIMATED TOTAL: - 26 Weeks -		\$ 120,432.00	\$ 95,420.00	
PROPOSAL B: YARD CLEAN UP				
64	Yard clean up at a residential City of Troy Lots home - average lot size 100 ft x 180 ft	\$ 225.00	\$35.00/hr DMS	
26	Yard Clean up for lots over 100 ft x 180 ft or Lots corner lots	\$ 375.00	\$35.00/hr DMS	
ESTIMATED TOTAL: - 2 Clean-Ups -		\$ 48,300.00	N/A	
GRAND TOTAL BOTH SERVICES: Estimated		\$ 168,732.00	N/A	
SITE INSPECTIONS:	Yes or No Date	No	No	
PHONE NUMBERS:	Daytime	586-775-6600	248-673-6092	
	24 Hour	586-453-9492	248-431-5124	
	Contact Name	Chuck Irish	Tim Warner	
	Hrs of Operation	8:30-5pm	24/7	
PAYMENT TERMS:		Net 30 days	Net 30	
EXCEPTIONS:		Blank	Blank	
ALL OR NONE AWARD:	Y or N	N	N	
ACKNOWLEDGEMENT:	Signed Y or N	Y	Y	
VENDOR QUESTIONNAIRE:	Attached Y or N	Y	Y	
ADDENDUM:	Attached Y or N	N	Y	

**COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE CONTRACT
PY 2011**

Municipality

Service Agency

Service Delivery

Effective Date: **May 1,** _____ Ending Date: **April 30,** _____

This contract shall be effective for 2 year(s) from the beginning effective date or when funding has been expended, whichever comes first. Contracts should not exceed two years in duration.

CONTRACT FUNDING SOURCES:

CDBG Program Year: _____ **Account Name:** _____

Total CDBG Dollar Amount of Contract: \$ _____

Section I. AGREEMENT

This contract is made this day, ___/___/_____, between _____
(Name of Service Agency)
hereinafter designated as the "Service Agency", having its principal office at

(Service Agency Address)
and, _____, hereinafter designated as the "Municipality",
(Name of Municipality)
having its principal office at _____
(Municipality Address)

*****Section II. PURPOSE**

A) The purpose of this contract shall be: **(Detail description of services to be provided, for whom and at what cost. Include a specific unit of measure to document how costs are derived. Include attachments as needed)** _____

B) Federal CDBG Performance Measures are pre-determined for public service activities and include: Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE SERVICE AGENCY'S RESPONSIBILITIES

The Service Agency shall:

- A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and this agreement for the purpose of audit or examination.
- B) Provide the Municipality and Oakland County Community & Home Improvement Division a specific unit(s) of measure for all services.
- C) Provide the Municipality invoices for services rendered based on actual costs.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services prescribed by this agreement.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Service Agency, pay a total sum not to exceed the CDBG program year funded amount of \$_____.
 - B) Recompense the Service Agency upon receipt of a payment request that includes accurate required supporting documentation from the Service Agency in amounts and time intervals as specified here.
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Section V. COMPLIANCE

- A) The Service Agency shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

Section VI. DISCRIMINATION PROHIBITED

The Service Agency shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Service Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Service Agency and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Service Agency and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Service Agency for services rendered up to notification of termination
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Service Agency indicating the exact changes. The Municipality shall provide a copy to Oakland County

Community & Home Improvement.

- E) Hold Harmless: To the fullest extent permitted by law, the Service Agency agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Service Agency concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Service Agency in writing of its intent to pursue a claim against the Service Agency for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Service Agency must meet with an appointed representative of the Service Agency for the purpose of attempting to resolve the dispute. The Service Agency shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below. A copy shall be provided to Oakland County Community & Home Improvement.
- I) Equal Employment Opportunity: The Service Agency shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity, "as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Service Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Service Agency shall comply with the Municipality's requirements

pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.

M) Debarment, Suspension, Ineligibility and Voluntary Exclusion The Service Agency shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

IX. SERVICE AGENCY AND MUNICIPALITY CONTACT INFORMATION

SERVICE AGENCY

MUNICIPALITY

Name:

Name:

Representative Name:

Representative Name:

Phone #:

Phone #:

Email Address:

Email Address:

Address:

Address:

IRS #:

X. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

SERVICE AGENCY

MUNICIPALITY

Name: _____ Name: _____

Officer Name: _____ Officer Name: _____

Officer Title: _____ Officer Title: _____

Signature: _____ Signature: _____

Witnessed: _____ Witnessed: _____

Date: _____ Date: _____