

CITY OF ANN ARBOR

INVITATION TO BID



JANITORIAL SERVICES AT
MUNICIPAL CENTER,
WATER TREATMENT PLANT,
WHEELER SERVICE CENTER, &
MULTIPLE PARK LOCATIONS

ITB # 4338

Due Date: Tuesday, May 20, 2014 On or Before 10:00 A.M.
(Local Time)

Fleet and Facility Services Unit, Public Services Area
Administering Service Unit

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48108

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**ADVERTISEMENT TO BID
CITY OF ANN ARBOR**

ITB #4338

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 E. Huron Street, c/o of Customer Service, First (1st) Floor, Guy Larcom City Hall, on or before Tuesday, May 20, 2014 at 10:00 AM (local time) for Janitorial Services at multiple City facilities. Bids will be publicly opened and read aloud at this time.

The City of Ann Arbor is seeking the services of a contractor to provide janitorial services for the Municipal Center (Guy C Larcom Bldg. and the Justice Center) at 301 East Huron St., second floor of 111 N. Fifth Ave. (EOC and 911 Dispatch), Wheeler Service Center at 4251 Stone School Rd, Water Treatment Plant at 919 Sunset Rd., Veterans Memorial Sports Complex at 2150 Jackson Ave., Farmers Market at 315 Detroit St., and Senior Center at 1320 Baldwin Ave. (**Note:** Additional service location may be added during the life of contract.)

A mandatory pre-bid conference will be held Monday, May 12, 2014 at 1:00 a.m. in the 2nd Floor City Council Chambers, City Hall located at 301 E. Huron St., Ann Arbor, Michigan 48104. Bids from vendors that do not attend the pre-bid conference will not be accepted.

Bid documents, specifications, and addendum shall be downloaded by bidders at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.a2gov.org.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

The successful Bidder will be required to furnish satisfactory performance and labor bonds in the amount of 100% of the bid price and satisfactory insurance coverage.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of one hundred and twenty (120) days.

The City 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 the City believes to be in its best interest.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6500

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on Monday, May 12, 2014 at 1:00 PM at the 2nd Floor City Council Chambers, located at the Ann Arbor Guy C. Larcom City Hall, 301 E. Huron Street, Ann Arbor, Michigan 48107.

Attendance at this conference is required. The purpose of this meeting is to discuss with the prospective vendors the bid specifications and to answer any questions or concerns. **Please note that vendor parking will not be available on site.**

The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

It is mandatory that interested vendor attend this meeting. An agency may not bring more than two persons to the pre-bid meeting. It is strongly suggested that one of the two persons in attendance for an agency be the intended primary contact for the agency if the contract is awarded to that agency. The conference room meeting will be followed by a site visit to each facility. **Note vendors will be responsible for their own transportation to the various facilities.**

Access to Facilities will not be made available at any other time.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is described in the Statement of Work and bids must be submitted in accordance with the specifications in the document. All work to be done under this Contract is located in or near the City of Ann Arbor.

The City shall make all the facilities to be cleaned available for inspection ONLY on the day of and immediately following the pre-bid conference.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids must be submitted in the bid format and requirements included in this document. The information included therein should be as concise as possible. Bids must be submitted on the "Bid Forms" found on Pages Number BF-1 and BF-2 with all and each blank properly filled in. If forms are not fully completed it may disqualify the bid.

All bids become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision. The City accepts no financial responsibility for costs incurred by any Bidder in responding to this ITB.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before Wednesday, May 14, 2014 at 9:00 AM and should be addressed as follows:

- a) Specification/Scope of Work questions emailed to Tom Gibbons at tgibbons@a2gov.org
- b) Bid Process and HR Compliance questions emailed to Mark Berryman at mberryman@a2gov.org

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City

of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Tuesday, May 20, 2014 by 10:00 AM (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB 4338 – Janitorial Services**

Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit
c/o Customer Service, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately following the close of the due date and time. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, excepting Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The Submitter selected to conduct business with the City of Ann Arbor will be required to execute the standard Agreement with the City (a specimen copy is included with this bid on pages C-1 to C-4). The City will not entertain requests to revise, amend, or change the language of the standard Agreement except where necessary to incorporate the scope of services and compensation for same as awarded. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the City's standard Agreement.

The City intends to award a contract(s) to the lowest responsible Bidder(s) or in any manner deemed to be in the best interest of the City of Ann Arbor. On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City.

The City reserves the right to not consider any bid that it determines to be unresponsive and deficient in any of the information requested for evaluation. The City may contact references to verify material submitted by the Bidder. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this ITB, a portion of the scope, or a revised scope.

The City reserves the right to reject the low cost bid, if evaluation determines that to be in its best interest. Bids whose costs do not accurately represent a reasonable cost for the services being purchased may be automatically disqualified and rejected.

Previous performance will be a factor in the award of this bid. Bidders with a poor performance history or poor references, in quantity or quality, may be disqualified and rejected

Official Documents

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 120 days specified in the Advertisement.

Contract Period

Contract will be effective upon signing of the Contract agreement on or about August 1, 2014 through June 30, 2017. The City shall have the right to renew the contract for up to three additional one-year periods provided that forty-five days prior to the date of termination for the respective term of the contract, the City notifies the contractor of its

intent to renew the contract. Renewal on an annual basis shall be on the same terms and conditions as the original contract subject to pricing adjustments as submitted in the PRICING OPTIONS section of the Bid Form. The City also reserves the right to extend the contract on a month-to-month basis for a period not to exceed six-months from the date of the initial term termination date. Any such extension shall be on the same terms and conditions as the original contract and not subject to pricing adjustments. Please note that the City of Ann Arbor will not utilize this clause for a lengthy renewal. This clause will only be used to allow for revising specifications, bidding, and awarding new contracts.

Contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for the provisions of services. If funds to enable the City to effect continued payment under this contract are not appropriated or otherwise made available, the City shall have the right to terminate this contract 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.

Human Rights Information

Section 5, beginning at page GC-3, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms (Attachments A and B) or an acceptable equivalent.

Wage Requirements

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

Conflict Of Interest Disclosure

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

Debarment

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

Disclosures

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

Bid Protest

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

Reservation of Rights

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

The City reserves the right to request any additional information from the Bidder that may be deemed necessary for evaluation.

References

Each Bidder shall submit a list of three (3) references of agencies to which they have provided similar services as work require in this bid. At least one reference should be a governmental agency.

Reference must include the information listed below:

- a) Reference Name
- b) Reference Point of Contact
- c) Point of Contact Job Title
- d) Point of Contact Phone
- e) Point of contact e-mail address
- f) Date Service Began
- g) Length of service (# of months and years)
- h) Type of Service
- i) Number of Users/Sites at which Service was provided for Reference

Any major difference between the Bidders's bid to the City and these references must be noted. Failure to list references with contacts will result in your submission being disqualified. The City reserves the right to contact any Company for which Bidder has provided services, whether listed or not.

Bidder's Employee Requirements

- A. Identification: Contractor shall require all his/her employees to wear an identification pass (showing picture of employee) in a prominent position.
- B. Access: Any employee of Contractor provided access (e.g. keys/access codes or devices) shall be responsible for their security and shall be required to return them at termination of their employment or the termination of the contract, whichever comes first. No access device may be duplicated. A complete list of employees' assigned access will be maintained by Contractor with a copy to the City. On termination of the contract, Contractor shall return all access devices. Failure to do so will result in a deduction from Contractor's final payment.
- C. Contractor's Employees: There will be a pre-employment background check conducted by the contractor/employer of all personnel prior to them being employed on City properties. The contractor will be required to verify previous employers and references listed in the employment application
 - a. Contractor will have all janitorial employees bonded for any losses while employed and assigned to the City of Ann Arbor properties
 - b. The "City" will have the right to require the contractor to remove any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the "City". The decision of the City of Ann Arbor, acting through the Contract Administrator, or his/her authorized representative, shall be final as to what constitutes incompetent or deviant behavior.
 - c. Employees must have satisfactory communication skills to read and understand chemical / hazardous material labeling. As well as communicate and get direction from City staff.
 - d. It is assumed that all employees employed by the contractor will have the requisite skills to perform their designated tasks. Necessary training shall

be performed at the contractor's expense, and untrained individuals will not be brought into the premises for so called "ON THE JOB" training.

- e. Employees of the contractor will eat and take work breaks in designated areas ONLY. Employees shall not be allowed to eat in City offices.
- f. Employees of the contractor shall not use telephones, for personal use.
- g. The City of Ann Arbor will charge back all long distance charges for calls made by the contractor's employees and/or dismissed employees.

D. Background Check: The following information MUST be supplied to the City for each employee that will be assigned to clean any high-security area. The employee will not allowed to work in any security area until the information has been verified and approved by the City

- a. Employees Full Name
- b. Date of Birth
- c. Photo copy of Drivers License or Michigan ID card
- d. Social Security Number

E. Security: The following security standard should be used to determine whether or not an employee should be assigned to work in either Safety Services Area, Financial Services Area, Water Treatment Plant or other high security areas as designated by the City

<u>STANDARD</u>	<u>ASSIGNMENT RESTRICTION</u>
Any Felony or Misdemeanor Conviction involving theft, murder or assault in the last five years.	May not be assigned to a high-security area
Any other criminal conviction	May be allowed to work in a high security area if the Facilities Supervisor is notified in advance and agrees to said assignment

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

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

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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

acceptance of the Bid.

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

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

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

SIGNED THIS _____ DAY OF _____, 2014.

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this bid, is authorized to execute contracts on behalf of Bidder.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this bid, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this bid.

BID FORM

Company: _____

PRICING OPTIONS: If you do not check one of the following your bid will be considered FIRM for the entire contract including renewals. (See item B)

- A. Pricing per location is not subject to increase, but will be subject to reduction. (This will be considered only in case of identical prices offered.)
- B. The price per location is firm for entire contract period (including renewals).
- C. The price per location is firm until June 30, 2015 and is then subject to adjustment with maximum allowable increase of _____% each year of the contract including the three (3) one year renewal periods.
- D. The price per location is firm until June 30, 2017 and is then subject to adjustment with maximum allowable increase of _____% for each of the three (3) one year renewal periods.

NOTE: Percentage figure must be shown to obtain consideration under Paragraph C or D above.

A) Cleaning the 911 Dispatch (to be cleaned 7 days a week, including Holidays)

Monthly cost \$ _____ times 12 month = \$ _____ per year

B) Cleaning of Municipal Center

Monthly cost \$ _____ times 12 month = \$ _____ per year

C) Cleaning of Water Treatment Plant

Monthly cost \$ _____ times 12 month = \$ _____ per year

D) Cleaning of Wheeler Service Center, Field Operations and Vehicle Storage Buildings only

Monthly cost \$ _____ times 12 month = \$ _____ per year

E) Cleaning of Wheeler Service Center, Fler Service building only

Monthly cost \$ _____ times 12 month = \$ _____ per year

F) Cleaning of Veterans Memorial Park

Monthly cost \$ _____ times 12 month = \$ _____ per year

G) Cleaning the Senior Center (to be cleaned 4 days a week, excluding Holidays)

Monthly cost \$ _____ times 12 month = \$ _____ per year

H) Cleaning Famers Market (Cleaning Schedule changes by Season, see Service Times section)

Monthly cost \$ _____ times 12 month = \$ _____ per year

Total Cost per year for All Locations \$ _____

(Excluding any proposed yearly increases)

**Estimated Work Hours: List the total estimated work hours to clean each location per day.
(Example: 2 people working one hour each equals two total work hours)**

911 Dispatch ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day

Municipal Center ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day

Water Treatment Plant ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day

Wheeler Service Center ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day
Field Operations and Vehicle Storage

Wheeler Service Center ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day
Fleet Services

Veterans Memorial Park ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day

Senior Center ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day

Farmers Market ____ persons Times ____ hours per day = Total Cleaning Hours _____ per day

The above numbers should be an estimate of the hours need per day to complete all daily task listed in the specifications. This is not a guaranteed staffing level, throughout the year additional staff will be need to complete Weekly, monthly, Quarterly and Semi Annual task.

Signature of Authorized Representative of Bidder

SCOPE OF WORK

Comprehensive Services

The Bidder will be expected to meet or exceed all specification listed in this Section. Any alternative to the City specifications for service delivery proposed by the Bidder must be listed in detail and documented in the same manner as the called for in the City specification.

Bidders acknowledge and warrant in submission of their bid that it is made in conformity with the Invitation to Bid and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the ITB, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract evidenced by the issuance of a purchase order by the City, shall be binding after the signing of the contract unless incorporated in the contract. Return of the acknowledgment copy of a City purchase order or any other statement or writing of the Bidder shall not alter, add to, or otherwise affect these terms and conditions.

Insurance

The Contractor shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself 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.
2. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. The City of Ann Arbor shall be an additional insured.
3. Crime Coverage insurance in an amount no less than \$1,000,000 covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall name the City as loss payee.

All insurance required by this Bid shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City 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.

In the case of all Contracts involving on-site work, the Contractor shall provide to the City 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 City of Ann Arbor. 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 City, 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 City. 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 Unit at least ten days prior to the expiration date.

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 City.

Standard Specifications:

Contractor shall furnish **clear** trash liners, urinal blocks, and cleaning supplies necessary for the performance of their work. Items such as paper goods, hand soap, sanitary napkin, paper towel dispensers, etc. will be supplied by the City of Ann Arbor. Any items supplied by contractor will be stored on-site in a designated area only. The following equipment must be kept on-site for each floor (basement included): One - 44 gallon rolling trash container, one mop bucket with wringer, one wet mop, one dust mop, one broom, one dustpan, and industrial grade vacuum (only on floors with carpeting). One high-speed buffer (minimum 22") must be either kept at the Municipal Center or available for use here on short notice.

It will be the contractor's responsibility to present to the Contract Administrator for each location, a list of items to be ordered by the City at the beginning of each month. The City will not be responsible for paper goods, hand soap, sanitary napkin, paper towel dispensers purchased without the prior approval of the Contract Administrator.

All materials and equipment furnished by the contractor shall meet or exceed the requirements of applicable City, State and Federal codes, ordinances, laws and regulations. If the contractor shall furnish any supplies or equipment contrary to such codes, ordinances, laws and regulations, he/she shall assume full responsibility therefore and shall bear all costs attributed thereto.

Contractor and his/her employees will report hazardous conditions and items in need of repair (including dead lights, leaks, toilet stoppages, etc.) to the Contract Administrator at each location or their authorized representative. Reporting procedure to be mutually agreed upon by Contractor and Contract Administrator within one week of award of

contract.

The contractor will be required to perform all duties related thereto at no extra cost provided that the scope of the contract is not expanded beyond janitorial services outlined in the bid documents.

Minor stripping and scrubbing will be done upon request at no extra cost.

The Contractor's on site Supervisor shall meet with the City's representative at each location for a walk-through at least once a month to check performance and resolve any problems. Schedule of walk-throughs and designated contact list to be provided by City and distributed to Contractor and acknowledged within two weeks of award of contract.

Contractor is require to secure any locked area after cleaning or whenever not present in conformance with an established routine approved by Contract Administrator.

Detailed Specifications

A) ALL LOCATIONS (Except Water Treatment Plant)

Daily Task

Common Areas / Offices

- Empty all waste and recycle receptacles and pick up trash.
- Dust windowsills, ledges, door moldings, frames, vents, hand rails, file cabinets, counters, bookcases, vending machines and benches
- Sweep and Wet mop hard surface floors.
- Marmoleum flooring in the Municipal Center MUST be cleaned according to the manufactory's guide line for "Routine Cleaning". (See http://www.forboflooringna.com/getfile/FCG_Commerical_Floor_Care_Guide_v4.1_0.pdf?id=654&t=dl&ot=gckdl&chc=1093394792&ext=.pdf&fn)
- Vacuum carpet & spot clean.
- Vacuum all floor mats
- Clean interior glass / mirrors (including glass in doors).
- Clean & disinfect all drinking fountains.
- Spot clean walls, light switches and doors.
- Remove cobwebs as necessary.
- Clean desks (without disturbing paperwork) & chairs.
- Thoroughly sweep stairways and wet mop
- Clean elevators and spot wash elevator walls
- Sweep and Vacuum elevator door tracks
- Empty all outside trash and recycling receptacles in front of Municipal Center, Mezzanine Roof on the second floor, and Parking Garage.

Restrooms / Showers

- Mop and disinfect all floors
- Dust all ledges.
- Restock all supplies- paper, soap, etc.
- Empty, remove and sanitize all sanitary napkin disposal units.
- Empty and remove all trash from containers.
- Clean and sanitize all urinals, commodes, wash basins, towel dispensers, wall areas and polish all chrome fittings.
- Clean and polish all wall and cabinet mirrors.
- Clean ceramic tile, walls and toilet partitions.
- Clean and wipe down lockers.
- Clean (scrub) shower walls & floors.

Kitchen / Break Rooms

- All trash receptacles emptied and trash moved to collection point.
- Restock all supplies- paper, soap, etc
- Mop floors with disinfectant.
- Clean and wipe tables and chairs.
- Clean microwaves inside and out.
- Spot clean walls near trash receptacles with disinfectant.

- Clean and disinfect sinks.
- Clean counters, tables as necessary.
- Clean sides and tops of trash receptacles with disinfectant.

Weekly Task

- Vacuum or whisk upholstered furniture and damp wipe vinyl covered furniture
- Completely wash restroom partition walls
- At a minimum, Remove recycling to the designated area or on an as-needed basis
- High Speed Buff all hard surface floors

Monthly Task

- Complete all high dusting not reached in other cleanings.
- Vacuum all upholstered furniture.
- Damp wipe all telephones using disinfectant.
- Clean windows inside.

Quarterly Task

- At a minimum all tile floors capable of being waxed, shall be waxed. Note: some areas may from time to time require more frequent waxing
- Marmoleum flooring in the Municipal Center MUST be cleaned according to the manufactory's guide line for "Interim Cleaning". (See http://www.forboflooringna.com/getfile/FCG_Commerical_Floor_Care_Guide_v4.10.pdf?id=654&t=dl&ot=qckdl&chc=1093394792&ext=.pdf&fn)

Semi Annually Task

- At a minimum all tile floors capable of being waxed, shall be striped and re-waxed. Note: some areas may from time to time require more frequent stripping and waxing

B) Water Treatment Plant

- **Basement level**
 - Office area and conference room
 - Daily
 - Empty all wastebaskets and recycling.
 - Vacuum clean all carpeting.
 - Remove rubbish to the designated areas.
 - Clean tables in conference room.
 - Clean lobby and kitchen area.
 - Restock supplies in kitchen area (paper towel).

- Weekly
 - Spray buff all floor areas, re wax if necessary.
 - Dust bench tops, shelves, window sills, etc.
 - Remove recycling to the designated area weekly or as-needed.
- Monthly
 - Wash and/ or clean all glass on consoles, partition, and/ or cabinets.
- Semi Annually
 - Strip and re-coat tile floor area.
- Maintenance meeting Room and Maintenance Supervisor Office
 - Daily
 - Sweep all floor areas.
 - Wet mop floor.
 - Empty all wastebaskets.
 - Weekly
 - Spray buff all floor areas, re wax if necessary.
 - Dust bench tops, desks, tables, shelves, window sills, etc.
 - Remove recycling to the designated area weekly or as-needed.
 - Semi Annually
 - Strip and re-coat tile floor area.
- Filter Gallery
 - Weekly
 - Sweep all floor areas.
 - Wet mop floor.
 - Dust all marble control stations.
 - Dust all hand rails.
 - Monthly
 - Buff all tile floors in filter gallery.
 - Semi Annually
 - Strip and wax filter area floor.

- Restrooms (3)
 - Daily
 - Sweep all floor areas.
 - Wet mop and disinfect floor.
 - Dust all ledges and partitions.
 - Restock all supplies.
 - Empty all wastebaskets.
 - Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.
 - Clean and polish wall and cabinet mirrors.
 - Spot clean ceramic tile, walls and stainless toilet partitions.
 - Weekly
 - Spray buff all floor areas, re wax if necessary.
 - Semi Annually
 - Strip and wax filter area floor.
- Housekeeping Room
 - Weekly
 - Keep shelves organized & clean.
 - Mop floor (wax when needed)
- **Second Floor**
 - Locker Room and hallway outside locker room
 - Daily
 - Spot clean ceramic tile walls and stainless steel toilet partitions.
 - Clean and polish all wall cabinet mirrors.
 - Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.
 - Restock all supplies.
 - Dust tops of lockers.
 - Remove hair and debris from shower floors.
 - Weekly
 - Scrub all shower floors and walls.
 - Dust all horizontal and vertical surfaces.
 - Sweep, wet mop and disinfect all floor areas.

- Archive Room and Filter Press Control Room
 - Weekly
 - Dust all surfaces.
 - Remove all trash to designated areas.
 - Mop floors.
 - Wash windows and partition glass
- **Third Floor**
 - Lunch Room
 - Daily
 - Clean all counter tops and tables.
 - Sweep and wet mop all tile floors.
 - Remove all trash to designated areas.
 - Weekly
 - Wipe clean all chair legs and undersides.
 - Spray buff all floor areas, re wax if necessary.
 - Dust all horizontal and vertical surfaces.
 - Wash windows (interior)
 - Semi Annually
 - Strip and wax filter area floor.
 - Locker Room and hallway outside locker room
 - Daily
 - Spot clean ceramic tile walls and stainless steel toilet partitions.
 - Clean and polish all wall cabinet mirrors.
 - Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.
 - Restock all supplies.
 - Dust tops of lockers.
 - Remove hair and debris from shower floors.
 - Weekly
 - Scrub all shower floors and walls.
 - Dust all horizontal and vertical surfaces.
 - Sweep, wet mop and disinfect all floor areas.

- **Miscellaneous**

- Stairs, Hallways, Entrances, Elevators

- Daily

- Sweep all floors and stair cases.
- Wet mop all floor areas. (*staircases, hallways, entrances, elevators*)
- Vacuum floor mats.
- Vacuum foyer area.

- Weekly

- Spray buff all floor areas, re wax if necessary.
- Clean and polish all stainless steel elevator doors on all levels. (*both elevators*)
- Dust all window sills and hand rails.
- Wipe down walls.
- Dust all horizontal and vertical surfaces.
- Vacuum elevator door tracks in elevator and on all floors.
- Clean inside and outside of main entry doors.

- Semi Annually

- Strip and re wax all tile floor areas
- Remove main foyer grating and clean underneath.

C) Service Times (All Locations)

- The contractor is required to have a minimum of one staff member on duty at Municipal Center from 9:00 a.m. to 4:00 p.m. daily (except Holidays) Duties to include spot cleaning for spills and accidents as well as cleaning location only available during the day.
- Unless specifically listed otherwise below NO Cleaning shall begin before 5:00 p.m.
- Second Floor and Council Chambers MUST be completed before 6:30 p.m. daily
- Offices and work area of the Police Department must be cleaned between the hours of 9:00 a.m. and 4:00 p.m. daily
- Payroll offices, City Clerk's office vault, and the Information Technology Services Unit area must be completed before 5:00 p.m. daily
- Court office will be cleaned on a designed schedule to be established by the Contract Administrator after the award of the contract.
- Water Treatment Plant cleaning should begin no sooner than 3:30 p.m. and must be completed no later than 8:00 p.m.
- The Wheeler Service Center cleaning should begin no sooner than 5:00 p.m. and must be completed no later than 10:00 p.m.
- Veterans Memorial Park cleaning must begin after 1:00 a.m. and be completed before 8:00 a.m. from September 1st to May 4th. For all other times of the year the cleaning must begin after 10:00 p.m. and be completed before 6:00 a.m.
- Senior Center to be cleaned four days a week with the days to be coordinated with the Contract Administrator monthly base on the schedule of rentals and events.
- Farmers Market will be cleaned one a week from January to March, twice a week (on Saturday and Sunday) in March and April, and three day a week May to December (Saturday, Sunday and Thursday) Cleaning on Saturday and Sunday must not begin before 4:00 p.m.

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2014, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and _____ (“Contractor”)

(An individual/partnership/corporation, include state of incorporation)

(Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

- A. The Contractor agrees to provide services as described in “JANITORIAL SERVICES ITB No. 4338”, which is incorporated here by reference.
- B. The City 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
- C. The Contractor’s standard of service under this agreement shall be of the level of quality performed by professionals 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 applicable laws, ordinances, and regulations. In accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Human Rights Division Contract
Compliance Forms
Living Wage Declaration of
Compliance Forms
(if applicable)
Vendor Conflict of Interest Disclosure
Form
Bid Forms

Contract and Exhibits
Bonds
General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Area/Fleet & Facilities Services Unit

Supervising Professional means Fleet & Facilities Unit Manager or other persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Project means Janitorial Services, Bid No. ITB 4338

ARTICLE III - Duration

The term of this agreement shall be 2 years and 11 month commencing on August 1, 2014, and terminating on June 30, 2017, unless terminated breach or as provided for in this agreement.

The parties agree that this contract may be renewed, at the sole option of the City, for up to three additional one-year periods under the same terms and conditions for the amount specified in Article IV, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide notice of its intent to renew in the following manner: 1) no less than sixty (60) days prior to the termination date of the original term of the Agreement, for the first one-year renewal period and 2) no less than sixty (60) days prior to the termination date of the first renewal term of the Agreement, for the second one-year renewal period.

ARTICLE IV - Compensation

A. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator. Invoicing shall be submitted in nine separate statements as follows:

1. Cleaned per month for 911 Dispatch Center
2. Cleaned per month for Municipal Center
3. Cleaned per month for Water Treatment Plant
4. Cleaned per month for Wheeler Service Center, Field Operations Building and Vehicle Storage building.
5. Cleaned per month for Wheeler Service Center, Fleet Services building
6. Cleaned per month for Veterans Memorial Park building
7. Cleaned per month for Senior Center
8. Cleaned per month for Farmers Market

B. Contractor's compensation shall be based on Bid Proposal Forms included in the bid "Janitorial Services" ITB No 4338 which are attached as Exhibit A. It is understood and agreed between the parties that the compensation stated in Exhibit A is inclusive of any and all remuneration to which the Contractor may be entitled.

C. Contractor shall keep complete records of time spent and materials used in providing contract services so that the Administering Service Area/Unit may verify invoices submitted by the Contractor. Records shall be made available to the City upon request.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action

arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing...

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____

John Hieftje, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By _____

Steven D. Powers, City Administrator

By _____

Craig Hupy, Public Service Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ of
(referred to as "Principal"), and _____, a corpora-
tion duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the
City of Ann Arbor, Michigan (referred to as "City"), for
\$ _____, the payment of which Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated _____, 2014, for:
and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of
1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may
promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its
terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a
contract between such bidder and the City, and make available, as work progresses, sufficient funds to
pay the cost of completion less the balance of the contract price; but not exceeding, including other costs
and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the
contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to
the work to be performed thereunder, or the specifications accompanying it shall in any way affect its
obligations on this bond, and waives notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2014.

(Name of Surety Company)

(Name of Principal)

By

(Signature)

By

(Signature)

Its

(Title of Office)

Its

(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

(1) _____ of
, (referred to as "Principal"), and _____, a
corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are
bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants
as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in
the amount of

\$ _____, for the payment of which Principal and Surety bind themselves, their heirs, exec-
utors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City, dated _____, 2014. for
; and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts
of 1963 as amended;

(3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required
under the contract, the Surety shall pay those claimants.

(4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no
obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2014.

(Name of Surety Company)

(Name of Principal)

By
(Signature)

By
(Signature)

Its
(Title of Office)

Its
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 3 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$9.42 an hour or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.91 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

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

Section 4 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said

goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

- (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;

- (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
- (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

Section 5 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 6 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 7 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 8 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 9 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an

addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

Section 10 - The City's Right to Terminate Contract

This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.

Either party shall have the privilege, with or without cause, to cancel and annul this agreement at any time on sixty (60) days written notice to the other party in accordance with the notice provisions of Article XII. It is agreed by the parties that the actual date of termination shall be determined by mutual agreement. If services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated only for reasonable time spent prior to date of termination.

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 City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City 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.

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.

Section 11 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 12 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 13 - Contractor's Insurance

- 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 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 City of Ann Arbor shall be named as an 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. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. 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 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 Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City 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.
- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the

City 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 City of Ann Arbor. 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 City, 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 City. 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 City.

Section 14 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company satisfactory to the City Attorney.

Section 15 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 16 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 17 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 18 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

Section 19 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 20 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents.

ATTACHMENT A - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

1. **Form #1** should contain the employment data for the **entire corporation.**
2. **Form #2** should contain the employment data for those employees:
 3. who will be working on-site;
 4. in the office responsible for completing the contract; or,
 5. in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic Latino	or Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CONTRACT COMPLIANCE FORM

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

ATTACHMENT B – LIVING WAGE FORMS

**City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.70/hour when health care is provided, or no less than \$14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

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

LW-2

CITY OF ANN ARBOR

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

\$12.70 per hour

If the employer provides health care benefits*

\$14.18 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It

**For Additional Information or to File a Complaint Contact:
Mark Berryman 734/794-6500 or mberryman@a2gov.org .**

ATTACHMENT C – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM



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

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

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

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

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.