

CITY OF ANN ARBOR  
INVITATION TO BID



**MINI-EXCAVATOR**

**ITB No. 4713**

**Due Date: APRIL 20, 2022 at 2:00 P.M. (Local Time)**

Fleet & Facilities Unit

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

## TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS	3
INVITATION TO BID	7
SPECIFICATIONS	9
BID FORM	12
GENERAL CONDITIONS	13

### **ATTACHMENTS**

*City of Ann Arbor Standard Purchase Order Terms and Conditions*

*City of Ann Arbor Vendor Conflict of Interest Disclosure Form*

*City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*

## **INSTRUCTIONS TO BIDDERS**

### **General**

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of one new mini-excavator based on the specifications provided herein. The pricing provided for this ITB shall be firm for one hundred twenty (120) days.

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

### **Preparation of Bids**

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. 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.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on a clearly marked "Alternate" section of Bid form.

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.

### **Questions or Clarifications / Designated City Contacts**

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 **April 11, 2022 @ 12:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Matt Kulhanek, [mjkulhanek@a2gov.org](mailto:mjkulhanek@a2gov.org)  
Bid Process and Compliance questions emailed to Colin Spencer, [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at [cspencer@a2gov.org](mailto:cspencer@a2gov.org) after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

### **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](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://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 April 20, 2022 at 2:00 p.m. (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each Bidder should submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4713 - Mini-Excavator.**

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

**The following forms provided within this ITB Document should be included in submitted bids.**

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

**Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.**

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is accessible to the public at all hours. 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 for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

## Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

## Official Documents

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](http://www.MITN.info) and obtain an official Bid.

## Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

## Withdrawal of Bids

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

## Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## Conflict of Interest Disclosure

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

## Debarment

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

## Disclosures

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

## Bid Protest

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

*Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the Offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective Offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection*

*Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.*

### **Cost Liability**

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

### **Reservation of Rights**

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

### **Environmental Commitment**

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

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

**INVITATION TO BID**

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation 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 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.

*In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.*

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

Bidder further agrees that the cited provisions of Chapter 14 form a part of this Contract.

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

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 14 DAY OF APRIL, 2022.

Alta Equipment Company

\_\_\_\_\_  
Bidder's Name

  
\_\_\_\_\_  
Authorized Signature of Bidder

56195 Pontiac Trail New Hudson MI 48165

\_\_\_\_\_  
Official Address

Mike Adams

\_\_\_\_\_  
(Print Name of Signer Above)

248-356-5200

\_\_\_\_\_  
Telephone Number

mike.adams@altg.com

\_\_\_\_\_  
Email Address for Award Notice

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

\* A corporation 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.

NOTE: 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 Michigan whom Anthony Colucci bearing the title of CFO whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

\* A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* An individual, whose signature with address, is affixed to this Bid: \_\_\_\_\_ (initial here)

**Authorized Official**

 Date March 10, 2022

(Print) Name Anthony Colucci Title CFO

Company: Altg Construction Equipment, L.L.C.

Address: 13211 Merriman Rd. Livonia, MI 48150

Contact Phone 248 449-6700 Fax ( ) n/a

Email anthony.colucci@altg.com



## GENERAL SPECIFICATIONS

### PROJECT SUMMARY

The City of Ann Arbor is looking for a single vendor to provide the specified mini-excavator and related equipment to be used in the City's Public Works operations.

### BASIS OF DESIGN/ USE OF SPECIFIC PARTS OR EQUIPMENT

The City of Ann Arbor has noted a manufacturer and model information in the specifications as the "basis of design." This manufacturer and model are acceptable to the City or the vendor can provide an equivalent or better product. The City of Ann Arbor shall be the sole decision maker on an "equivalent" product. If the City has noted "No substitutions" on certain products or components in the detailed specifications, then no substitutions will be considered as the City works to standardize certain components in our Fleet. **The "basis of design" for this specification is a Yanmar SV100-2B.**

### DELIVERY

Equipment is to be delivered, with the cost included in the base bid, to the City of Ann Arbor Wheeler Service Center, Fleet Garage, located at 4251 Stone School Road, Ann Arbor, MI.

### MANUALS

Successful vendor to provide one complete set of service, parts, operations and maintenance manuals. Wiring schematics, service manuals and operator's manuals shall be supplied in printed form. Parts manuals will be acceptable on USB drive.

## DETAILED SPECIFICATIONS

### BID COMPLIANCE

- 1) The Unit being bid shall be the currently advertised and produced model with all the latest standard features whether called for in these specifications. Standard equipment shall be defined in current manufacturer's literature.
- 2) Please provide current brochure and specifications of the Unit bid.
- 3) Indicate compliance with the specifications listed below by checking either a "YES" or "NO" answer.
- 4) A "YES" answer indicates 100% compliance with the entire statement. The Unit being bid can meet, or exceed, stated specifications, unless otherwise quantified.
- 5) A "NO" answer must be detailed on a separate page and submitted with the bid. The response should clearly state the non-conformity and reference the specific items by section and line number.

		COMPLIANT?	
		YES	NO
I.	GENERAL ITEMS		
	1) Construction duty, track-type crawler compact excavator.	<u>✓</u>	<u>    </u>
	2) Manufacturer to supply a minimum 48 months/4,000 hours full warranty (excluding wear items).	<u>✓</u>	<u>    </u>
	3) All specifications advertised must comply with SAE recommended practice or ISO standards.	<u>✓</u>	<u>    </u>
	4) Must be equipped with rubber tracks.	<u>✓</u>	<u>    </u>
	5) Backfill blade that is 2320 mm.	<u>✓</u>	<u>    </u>
	6) Boom cylinder guard to protect boom from damages and underside protection.	<u>✓</u>	<u>    </u>
	7) External engine shutoff switch.	<u>✓</u>	<u>    </u>

- |      |   |                                     |                          |
|------|---|-------------------------------------|--------------------------|
| 8)   | Machine includes operator manual, safety manual, and safety decals in English.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9)   | Machine shall be tight turning design.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10)  | Hydraulic controlled quick coupler system for attachments.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11)  | Minimum 30 gallons fuel tank capacity   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12)  | Maximum digging depth not less than 15'.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13)  | Maximum vertical depth not less than 13'.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14)  | Maximum dumping height not less than 16'.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15)  | Minimum tractive force of 17,000 lbs.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16)  | High and low speed travel, auto-speed shift travel function that is switchable.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17)  | Overall machine width must not exceed 7'10".  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| II.  | <b>OPERATOR PLATFORM</b>  |                                     |                          |
| 1)   | Seat: adjustable spring cushioned with retractable seat belt.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2)   | Certified ROPS/FOPS conforming to OSHA regulations.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3)   | Automatic travel alarm switches and horn.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4)   | Factory heat and air conditioning.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5)   | Equipped with wrist control levers, drink holder, and am/fm radio.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6)   | External 12v round power outlet.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7)   | Front windshield must open, retracting inside cab.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8)   | Cabin air filter that can be removed, cleaned and replaced without tools.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9)   | Tool compartment.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| III. | <b>ELECTRICAL SYSTEM:</b>   |                                     |                          |
| 1)   | Instrumentation shall include the following digital read indicators: engine oil pressure, battery charge lamp, water temperature alarm, pre-heat pilot lamp, hour meter, fuel gauge, water temp gauge, and diagnose service problems. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2)   | Boom lighting <u>and</u> minimum two headlights using 12v power and 55w (incandescent equivalent) minimum each.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3)   | Cabin interior light (12v/3w minimum), windshield wiper motor with washer pump (12v/48w minimum), HVAC (12v/60w minimum) provided.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4)   | Battery capacity of 12v/92 amp hour minimum with external battery shutoff switch.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IV.  | <b>EXCAVATOR:</b>   |                                     |                          |
| 1)   | Unit is equipped with boom, arm and bucket configuration.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2)   | Machine operating weight shall be appropriate to maintain full stability while operating at maximum equipment abilities.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3)   | Maximum digging force 10,296 lbf.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4)   | Swing speed 9.1 rpm.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5)   | Boom swing angle 60/60 degrees.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6)   | Gradeability 30 degrees.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7)   | Maximum total height 2,810 mm.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8)   | Maximum total length 6,390 mm.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9)   | Front minimum swing radius is 2,480 mm.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| V.   | <b>ENGINE</b>   |                                     |                          |
| 1)   | Four cylinder, turbo charged, water cooled inject diesel engine.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2)   | Meets or exceeds U.S. Federal Emissions standards for Tier 4 Final.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3)   | Minimal horsepower rating of 72 hp.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4)   | Rear hood can be removed without tools.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

- 5) The engine has Eco mode function to reduce fuel consumption.
- 6) Auto deceleration feature.
- 7) Cyclone type air filter.
- 8) Charging system must be a minimum of 12v/80 amps.

VI. HYDRAULIC SYSTEM

- 1) Replaceable, full flow ten (10) micron filter.
- 2) Hydraulic hoses shall be routed inside compartments whenever feasible and practical.
- 3) Load sensing type with variable displacement, axial piston type pump.
- 4) Boom and stick cylinders shall have cushioning devices to absorb shock at full extension/retraction in order to reduce wear and noise.
- 5) Must have a minimum 34 gpm auxiliary circuit flow and 20 gpm secondary auxiliary circuit flow.
- 6) Two (2) way pattern change control valve for ISO & OPT pattern.

VII. ADDITIONAL EQUIPMENT

- 1) Equipped with two (2) identical 24" heavy duty buckets with six spade teeth.
- 2) Equipped with one (1) 18" heavy duty bucket with spade teeth.
- 3) Equipped with Hydraulic Thumb.
- 4) Indeco IHC75 Compactor - tested and installed.
- 5) Indeco HP1250 Breaker - tested and installed.

**BID FORM**

**VENDOR NAME:** Alta Equipment Company

**Manufacturer:** Yanmar                      **Model:** SV100-2B

Item Description	Price
Mini-excavator as specified (less the two attachments listed below) including delivery	\$110,800
Indeco IHC75 – Compactor (including delivery)	\$7,500
Indeco HP1250 – Breaker (including delivery)	\$17,600
<b>Total Base Bid</b>	<del>\$136,000</del> <i>MATH ERROR</i> <i>S/B \$135,900 PER ALTA</i>

## **GENERAL CONDITIONS**

### **DOWN PAYMENTS**

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

### **PURCHASE ORDER**

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order. The terms and conditions of the Purchase Order are provided herein.

## **City of Ann Arbor: General Terms and Conditions**

The following General Terms and Conditions shall apply.

**Tax Exemption:** The City of Ann Arbor is tax exempt, ID# 38-6004534.

**Acceptance of Contract:** This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments:** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

**Laws Governing, Severability:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

**Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

**Living Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

**Non-Discrimination:** It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

**Indemnification:** To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices for goods and services shall be emailed to [accountspayable@a2gov.org](mailto:accountspayable@a2gov.org). Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

**Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.