

CITY OF ANN ARBOR
INVITATION TO BID



Utility Infrastructure Materials

ITB No. 4415

Due Date: February 23, 2016 at 10:00 a.m. (Local Time)

Public Services Area
Field Operations Services Unit

Issued By:

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

TABLE OF CONTENTS

Table of Contents.....	2
Instruction to Bidders	3
Invitation to Bid	7
Bid Form	10
General Conditions	25
Detailed Specifications.....	26

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 Notice and Declaration Form

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

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 the "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.

Bidders may elect to bid on individual bid groups or the entire bid package. For a bid group to be deemed complete, the bidder must provide pricing on all items within the group. The City, at its sole discretion, may elect to award individual bid groups to separate bidders, or award all bid groups to a single bidder.

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 **Thursday, February 11, 2016 at 5:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to celenbaas@a2gov.org
Bid Process and Compliance questions emailed to 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 Chris Elenbaas at celenbaas@a2gov.org after discovery as possible. Further, the contractor and/or service provide 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 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, February 23, 2016 at 10:00 a.m. EST**. 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 No. 4415 - Utility Infrastructure Materials**.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 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. No immediate decisions are rendered.

The following forms provided within this ITB Document must 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 completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding 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 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(s) to the lowest responsible Bidder(s). 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. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the

general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

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 and obtain an official Bid.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. 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 ninety (90) days

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate 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.

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.

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 and Declaration of Compliance Form, Vendor Conflict of Interest Form, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, and all Addenda, 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.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 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.

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.

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 _____, 201_.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

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 _____, whom _____ bearing the title of _____ 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 _____, 201_

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 - Schedule of Prices

Company: _____

Project: ITB 4415 - Utility Infrastructure Materials

1. Quantities are only estimates and not guaranteed. Where an estimated quantity of zero (0) is identified, provide a unit price for the material, but do not include in the total bid price.
2. The pricing provided under this ITB shall be firm for one (1) year from the date of City Council approval, which is anticipated in April 2016. The City shall have the option to renew for a second one year term upon mutual agreement between the vendor and the City. If there is a required price increase for any or all groups during the second year renewal, append information detailing the proposed price increases.
3. Bidders may elect to bid on individual bid groups or the entire bid package. For a bid group to be deemed complete, the bidder must provide pricing on all items within the group. The City, at its sole discretion, may elect to award individual bid groups to separate bidders, or award all bid groups to one bidder.

Group 1 : Ductile Iron Fittings

(Individual fittings shall be provided with accessory packs including standard MJ glands, cor-blue bolts and plain rubber gaskets.)

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
1	BEND, 12" 22 1/2 DEGREE MJ	0	\$ _____	\$ _____ -	_____
2	BEND, 16" 22 1/2 DEGREE MJ	0	\$ _____	\$ _____ -	_____
3	BEND, 20" 22 1/2 DEGREE MJ	0	\$ _____	\$ _____ -	_____
4	BEND, 8" 45 DEGREE MJ	0	\$ _____	\$ _____ -	_____
5	BEND, 12" 45 DEGREE MJ	0	\$ _____	\$ _____ -	_____
6	BEND, 16" 45 DEGREE MJ	0	\$ _____	\$ _____ -	_____

7	TEE, 4", MJ	0	\$ _____	\$ _____	-	_____
8	TEE, 6", MJ	0	\$ _____	\$ _____	-	_____
9	TEE, 8", MJ	4	\$ _____	\$ _____		_____
10	TEE, 12", MJ	0	\$ _____	\$ _____	-	_____
11	TEE, 6" x 4", MJ	0	\$ _____	\$ _____	-	_____
12	TEE, 8" x 6", MJ	4	\$ _____	\$ _____		_____
13	TEE, 12" x 4", MJ	0	\$ _____	\$ _____	-	_____
14	TEE, 12" x 6", MJ	4	\$ _____	\$ _____		_____
15	PLUG, 4" MJ	2	\$ _____	\$ _____		_____
16	PLUG, 6" MJ	2	\$ _____	\$ _____		_____
17	PLUG, 8" MJ	2	\$ _____	\$ _____		_____
18	PLUG, 12" MJ	2	\$ _____	\$ _____		_____
19	PLUG, 16" MJ	2	\$ _____	\$ _____		_____
20	REDUCER, 4" X 3", MJ x MJ	2	\$ _____	\$ _____		_____
21	REDUCER, 6" X 4", MJ x MJ	0	\$ _____	\$ _____	-	_____
22	REDUCER, 8" X 6", MJ x MJ	4	\$ _____	\$ _____		_____
23	REDUCER, 12" X 6", MJ x MJ	0	\$ _____	\$ _____	-	_____
24	REDUCER, 12" X 10", MJLEB x PE	0	\$ _____	\$ _____	-	_____
25	REDUCER, 16" X 12", MJ x MJ	0	\$ _____	\$ _____	-	_____
26	REDUCER, 20" X 12", PE x MJSEB	0	\$ _____	\$ _____	-	_____

27	CAP, 4" MJ	2	\$ _____	\$ _____	_____
28	CAP, 6" MJ	2	\$ _____	\$ _____	_____
29	CAP, 8" MJ	2	\$ _____	\$ _____	_____
30	CAP, 10" MJ	2	\$ _____	\$ _____	_____
31	CAP, 12" MJ	2	\$ _____	\$ _____	_____
32	SLEEVE, SOLID 4"x12" DUAL PURPOSE	3	\$ _____	\$ _____	_____
33	SLEEVE, SOLID 6"x12" DUAL PURPOSE	15	\$ _____	\$ _____	_____
34	SLEEVE, SOLID 8"x12" DUAL PURPOSE	8	\$ _____	\$ _____	_____
35	SLEEVE, SOLID 10"x12" DUAL PURPOSE	2	\$ _____	\$ _____	_____
36	SLEEVE, SOLID 12"x12" DUAL PURPOSE	0	\$ _____	\$ _____	_____
37	SLEEVE, SOLID 4" MJ SHORT	10	\$ _____	\$ _____	_____
38	SLEEVE, SOLID 4" MJ LONG	10	\$ _____	\$ _____	_____
39	SLEEVE, SOLID 6" MJ SHORT	17	\$ _____	\$ _____	_____
40	SLEEVE, SOLID 6" MJ LONG	10	\$ _____	\$ _____	_____
41	SLEEVE, SOLID 8" MJ SHORT	10	\$ _____	\$ _____	_____
42	SLEEVE, SOLID 8" DI MJ LONG	20	\$ _____	\$ _____	_____
43	SLEEVE, SOLID 10" MJ SHORT	7	\$ _____	\$ _____	_____
44	SLEEVE, SOLID 10" MJ LONG	2	\$ _____	\$ _____	_____
45	SLEEVE, SOLID 12" MJ SHORT	8	\$ _____	\$ _____	_____
46	SLEEVE, SOLID 12" MJ LONG	4	\$ _____	\$ _____	_____

47	SLEEVE, SOLID 14" MJ SHORT	3	\$ _____	\$ _____	_____
48	SLEEVE, SOLID 14" MJ LONG	3	\$ _____	\$ _____	_____
49	SLEEVE, SOLID 16" MJ SHORT	0	\$ _____	\$ _____ -	_____
50	SLEEVE, SOLID 16" MJ LONG	1	\$ _____	\$ _____	_____
51	SLEEVE, SOLID 20" MJ SHORT	8	\$ _____	\$ _____	_____
52	SLEEVE, SOLID 20" MJ LONG	0	\$ _____	\$ _____ -	_____
53	SLEEVE, SOLID 24" MJ SHORT	3	\$ _____	\$ _____	_____
54	SLEEVE, SOLID 24" MJ LONG	3	\$ _____	\$ _____	_____
55	SLEEVE, SOLID 30" MJ SHORT	2	\$ _____	\$ _____	_____

Group 1 Subtotal \$ _____

Group 2: Ductile Iron Mechanical Joint Restraint Glands

(Individual Mechanical Joint Restraint Glands to be provided with Cor-blue bolts and plain rubber gasket.)

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
56	GLAND, 4" MJ JOINT RESTRAINT	10	\$ _____	\$ _____	_____
57	GLAND, 6" MJ JOINT RESTRAINT	25	\$ _____	\$ _____	_____
58	GLAND, 8" MJ JOINT RESTRAINT	25	\$ _____	\$ _____	_____
59	GLAND, 10" MJ JOINT RESTRAINT	4	\$ _____	\$ _____	_____
60	GLAND, 12" MJ JOINT RESTRAINT	4	\$ _____	\$ _____	_____

61	GLAND, 16" MJ JOINT RESTRAINT	0	\$ _____	\$ _____	-	_____
62	GLAND, 20" MJ JOINT RESTRAINT	0	\$ _____	\$ _____	-	_____
63	GLAND, 10" MJ	0	\$ _____	\$ _____	-	_____
64	GLAND, 16" MJ	0	\$ _____	\$ _____	-	_____

Group 2 Subtotal \$ _____

Group 3: Ductile Iron Pipe

(Ductile Iron Pipe shall be provided in nominal 18-foot laying length sections. Quantity is for individual pipe sections.)

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted	
65	PIPE, DUCTILE IRON 4"	4	\$ _____	\$ _____	_____	
66	PIPE, DUCTILE IRON 6"	5	\$ _____	\$ _____	_____	
67	PIPE, DUCTILE IRON 8"	2	\$ _____	\$ _____	_____	
68	PIPE, DUCTILE IRON 10"	1	\$ _____	\$ _____	_____	
69	PIPE, DUCTILE IRON 12"	2	\$ _____	\$ _____	_____	
70	PIPE, DUCTILE IRON 16"	0	\$ _____	\$ _____	-	_____
71	PIPE, DUCTILE IRON 20"	1	\$ _____	\$ _____	_____	
72	PIPE, DUCTILE IRON 24"	1	\$ _____	\$ _____	_____	
73	PIPE, DUCTILE IRON 30"	1	\$ _____	\$ _____	_____	

Group 3 Subtotal \$ _____

Group 4: Fire Hydrants

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
74	EJ 5BR250 FIRE HYDRANT, 5.5' BURY	10	\$ _____	\$ _____	_____
75	EJ 5BR250 FIRE HYDRANT, 6' BURY	10	\$ _____	\$ _____	_____
76	EJ 6" HYDRANT EXTENSION, SHAFT ONLY	25	\$ _____	\$ _____	_____
77	EJ 12" HYDRANT EXTENSION, SHAFT ONLY	25	\$ _____	\$ _____	_____
78	EJ 6BR 6" HYDRANT EXTENSION KIT	10	\$ _____	\$ _____	_____
79	EJ 6BR 12" HYDRANT EXTENSION KIT	10	\$ _____	\$ _____	_____
80	EJ 5BR250 12" HYDRANT EXTENSION KIT	15	\$ _____	\$ _____	_____
81	EJ 5BR250 6" HYDRANT EXTENSION KIT	15	\$ _____	\$ _____	_____
82	EJ 6BR CONVERSION CHATTER KIT	15	\$ _____	\$ _____	_____
83	EJ 5BR CONVERSION KIT FOR TRAVERSE CITY HYDRANT	10	\$ _____	\$ _____	_____
84	EJ 5BR250 BRK FLG REPAIR KIT, BLACK #00946447	15	\$ _____	\$ _____	_____
85	EJ BR BRK FLG REPAIR KIT, RED #00946345	15	\$ _____	\$ _____	_____
86	EJ 6BR VALVE SEAT	20	\$ _____	\$ _____	_____
87	EJ 6BR VALVE SEAT O RINGS	20	\$ _____	\$ _____	_____

88	EJ 6BR DRIP SHUT OFF	20	\$ _____	\$ _____	_____
89	EJ 6BR VALVE WASHER	20	\$ _____	\$ _____	_____
90	EJ 5BR250 VALVE SEAT	20	\$ _____	\$ _____	_____
91	EJ 5BR VALVE SEAT O RINGS	20	\$ _____	\$ _____	_____
92	EJ 5BR DRIP SHUT OFF	20	\$ _____	\$ _____	_____
93	EJ 5BR VALVE WASHER	20	\$ _____	\$ _____	_____
94	HARRINGTON 4" STORZ NOZZLE CAP F/4-1/2" PORT	10	\$ _____	\$ _____	_____

Group 4 Subtotal \$ _____

Group 5: Gate Valves

(Individual gate valves shall be provided with accessories packs including standard MJ glands, Cor-blue bolts and plain rubber gaskets.)

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
95	GATE VALVE, 4" MJ	4	\$ _____	\$ _____	_____
96	GATE VALVE, 6" MJ	15	\$ _____	\$ _____	_____
97	GATE VALVE, 8" MJ	1	\$ _____	\$ _____	_____
98	GATE VALVE, 8" MJ x TAP	1	\$ _____	\$ _____	_____
99	GATE VALVE, 10" MJ	1	\$ _____	\$ _____	_____
100	GATE VALVE, 12" MJ	5	\$ _____	\$ _____	_____
101	GATE VALVE, 14" MJ	2	\$ _____	\$ _____	_____

102	GATE VALVE, 16" MJ	0	\$ _____	\$ _____ -	_____
103	GATE VALVE, 20" MJ	1	\$ _____	\$ _____	_____
104	STAINLESS TAPPING SLEEVE, 16"X16"X8"	1	\$ _____	\$ _____	_____
			Group 5 Subtotal \$ _____		

Group 6: Curb and Gate Boxes

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
105	CURB BOX, COMPLETE	300	\$ _____	\$ _____	_____
106	CURB BOX, TOP HALF	100	\$ _____	\$ _____	_____
107	CURB BOX, LARGE BASE (BIGFOOT)	50	\$ _____	\$ _____	_____
108	CURB BOX EXTENSION, 9"	100	\$ _____	\$ _____	_____
109	CURB BOX EXTENSION, 16"	100	\$ _____	\$ _____	_____
110	CURB BOX REPAIR LID	200	\$ _____	\$ _____	_____
111	GATE BOX, COMPLETE	50	\$ _____	\$ _____	_____
112	GATE BOX TOP 1/2, WITH LID	100	\$ _____	\$ _____	_____
113	GATE BOX EXTENSION, 14"	50	\$ _____	\$ _____	_____
114	GATE BOX EXTENSION, 18" & 20"	50	\$ _____	\$ _____	_____
115	GATE BOX REGULAR BASE (#6)	50	\$ _____	\$ _____	_____
116	GATE BOX SMALL BASE (#4)	50	\$ _____	\$ _____	_____

117	GATE BOX FIXED RISER	100	\$ _____	\$ _____	_____
118	GATE BOX ADJUSTABLE RISER	50	\$ _____	\$ _____	_____

Group 6 Subtotal \$ _____

Group 7: Extended Range Couplings

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
119	4" EXTENDED RANGE COUPLING	10	\$ _____	\$ _____	_____
120	6" EXTENDED RANGE COUPLING	10	\$ _____	\$ _____	_____
121	8" EXTENDED RANGE COUPLING	10	\$ _____	\$ _____	_____
122	10" EXTENDED RANGE COUPLING	4	\$ _____	\$ _____	_____
123	12" EXTENDED RANGE COUPLING	4	\$ _____	\$ _____	_____

Group 7 Subtotal \$ _____

Group 8: Copper Pipe and Brass Fittings

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
124	1" TYPE K COPPER, 60' ROLL	50	\$ _____	\$ _____	_____
125	1" TYPE K COPPER, 100' ROLL	100	\$ _____	\$ _____	_____
126	1-1/2" TYPE K COPPER, 60' ROLL	10	\$ _____	\$ _____	_____

127	2" TYPE K COPPER, 60' ROLL	10	\$ _____	\$ _____	_____
128	CORPORATION, 3/4" X 1"	20	\$ _____	\$ _____	_____
129	CORPORATION, 1"	500	\$ _____	\$ _____	_____
130	CORPORATION, 1-1/4"	0	\$ _____	\$ _____	-
131	CORPORATION, 1-1/2"	50	\$ _____	\$ _____	_____
132	CORPORATION, 2"	50	\$ _____	\$ _____	_____
133	SADDLE, 8" X 1 1/2"	20	\$ _____	\$ _____	_____
134	SADDLE, 12" X 1 1/2"	25	\$ _____	\$ _____	_____
135	CURB STOP, 1" C-C	450	\$ _____	\$ _____	_____
136	CURB STOP, 1-1/4" C-C	0	\$ _____	\$ _____	-
137	CURB STOP, 1-1/2" C-C	40	\$ _____	\$ _____	_____
138	CURB STOP, 2" C-C	40	\$ _____	\$ _____	_____
139	STRAIGHT COUPLING, 3/4" X 3/4" FNPT X FFLR	40	\$ _____	\$ _____	_____
140	STRAIGHT COUPLING, 1" X 1" FNPT X FFLR	140	\$ _____	\$ _____	_____
141	STRAIGHT COUPLING, 1-1/4" X 1-1/4" FNPT X FFLR	50	\$ _____	\$ _____	_____
142	STRAIGHT COUPLING, 1-1/2" X 1-1/2" FNPT X FFLR	50	\$ _____	\$ _____	_____
143	STRAIGHT COUPLING, 2" X 2" FNPT X FFLR	30	\$ _____	\$ _____	_____
144	TWO-PART UNION, 3/4"	100	\$ _____	\$ _____	_____

145	TWO-PART UNION, 1"	200	\$ _____	\$ _____	_____
146	TWO-PART UNION, 1-1/4"	90	\$ _____	\$ _____	_____
147	TWO-PART UNION, 1-1/2"	40	\$ _____	\$ _____	_____
148	TWO-PART UNION, 2"	20	\$ _____	\$ _____	_____
149	1-1/2" TEE	20	\$ _____	\$ _____	_____
150	2" TEE	20	\$ _____	\$ _____	_____
151	1-1/2" QUARTER BEND (90)	20	\$ _____	\$ _____	_____
152	2" QUARTER BEND (90)	20	\$ _____	\$ _____	_____
153	1" X 3/4" COPPER FLR X FFLR (PIGGY BACK NUT)	50	\$ _____	\$ _____	_____
154	1-1/4" X 1" COPPER FLR X FFLR (PIGGY BACK NUT)	40	\$ _____	\$ _____	_____
155	1-1/2" X 1-1/4" COPPER FLR X FFLR (PIGGY BACK NUT)	40	\$ _____	\$ _____	_____
156	2" X 1-1/2" COPPER FLR X FFLR (PIGGY BACK NUT)	20	\$ _____	\$ _____	_____

Group 8 Subtotal \$ _____

Group 9: Water Meter Accessories

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
157	METER HORN, 3/4" X 1" X 1"	150	\$ _____	\$ _____	_____
158	METER HORN, 1" X 1" X 1"	50	\$ _____	\$ _____	_____

159	TANDEM RESETTER, 3/4" X 3/4"	10	\$ _____	\$ _____	_____
160	1-1/2" METER FLANGE, PAIR	50	\$ _____	\$ _____	_____
161	2" METER FLANGE, PAIR	25	\$ _____	\$ _____	_____
162	METER ADAPTER, 5/8" X 3/4", PAIR	100	\$ _____	\$ _____	_____
163	PRESSURE REDUCING VALVE, 3/4"	4	\$ _____	\$ _____	_____
164	PRESSURE REDUCING VALVE, 1"	2	\$ _____	\$ _____	_____
165	PRESSURE REDUCING VALVE, 1-1/4"	1	\$ _____	\$ _____	_____
166	PRESSURE REDUCING VALVE, 1-1/2"	1	\$ _____	\$ _____	_____
167	PRESSURE REDUCING VALVE, 2"	1	\$ _____	\$ _____	_____
168	REDUCED PRESSURE ZONE ASSEMBLY, 1"	5	\$ _____	\$ _____	_____
169	REDUCED PRESSURE ZONE ASSEMBLY, 2"	5	\$ _____	\$ _____	_____

Group 9 Subtotal \$ _____

Group 10: Castings

Item	Description	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
170	EJ 1040C COVER, SEWER	20	\$ _____	\$ _____	_____
171	EJ 1040C COVER, STORM	20	\$ _____	\$ _____	_____
172	EJ 1040C COVER, WATER	20	\$ _____	\$ _____	_____
173	EJ 1040AGS COVER, SEWER	50	\$ _____	\$ _____	_____

174	EJ 1040M1 GRATE	5	\$ _____	\$ _____	_____
175	EJ 1040Z FRAME	100	\$ _____	\$ _____	_____
176	EJ 1046Z FRAME	10	\$ _____	\$ _____	_____
177	EJ 1000C COVER, STORM	5	\$ _____	\$ _____	_____
178	EJ 1000C COVER, SEWER	5	\$ _____	\$ _____	_____
179	EJ 1000C COVER, WATER	5	\$ _____	\$ _____	_____
180	EJ 1000Z FRAME	15	\$ _____	\$ _____	_____
181	EJ 7045M1 CURB INLET GRATE	20	\$ _____	\$ _____	_____
182	EJ 7045Z CURB INLET FRAME	20	\$ _____	\$ _____	_____
183	EJ 7050T1 CURB INLET HOOD	20	\$ _____	\$ _____	_____
184	EJ 7060T1 CURB INLET HOOD	5	\$ _____	\$ _____	_____
185	EJ 5000M2 CATCH BASIN GRATE	2	\$ _____	\$ _____	_____
186	EJ 5080Z CATCH BASIN FRAME	2	\$ _____	\$ _____	_____
187	EJ 5000Z CATCH BASIN FRAME	2	\$ _____	\$ _____	_____
188	NEENAH R-3249-F CURB INLET FRAME AND TYPE S COVER	15	\$ _____	\$ _____	_____

Group 10 Subtotal \$ _____

TOTAL BID (Sum of Groups 1 through 10) \$ _____
(If pricing provided for all bid groups only)

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

GENERAL CONDITIONS

QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only but were based up an average of actual usage for seasonal requirements.

Should the supplier's pricing change based on varying quantities ordered at any one time (i.e. single unit, box or bulk purchase), documentation shall be attached to the bid showing the price differences.

DELIVERY

Materials are F.O.B. delivered, freight paid, to the City of Ann Arbor Wheeler Service Center at 4251 Stone School Road, Ann Arbor, MI 48108, unless the City elects to pick up the materials at bidder's location.

APPROVED ALTERNATES

The City's designated representative will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Ann Arbor's best interest and will be final.

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

After the Ann Arbor City Council has approved the award, the successful bidder will be issue 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, bid unit prices and the terms and conditions of the purchase order. A separate contract document will not be issued.

The terms and conditions of the Purchase Order are provided herein.

CONTRACT TERMINATION

The City of Ann Arbor reserves the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, the City designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Ann Arbor's best interest and will be final.

CONTRACT TERM

The pricing provided under this ITB shall be firm for one (1) year from the date of City Council approval, which is anticipated in April 2016. The City shall have the option to renew for a second one year term upon mutual agreement between the vendor and the City. If there is a required price increase for any or all material groups during the second year, append information detailing the proposed price increases.

DETAILED SPECIFICATIONS

UTILITY INFRASTRUCTURE MATERIALS

PART 1 – GENERAL

(NOT USED)

PART 2 – PRODUCTS

2.1 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile iron pipe shall be push-on joint water main pipe meeting the requirements of ANSI/AWWA C151/A21.51 with double thickness cement mortar lining and asphaltic seal coat meeting ANSI/AWWA C104/A21.4 and coated outside with an asphaltic coating meeting ANSI/AWWA C151/A21.51. Pipe shall meet the thickness requirements of pressure class 350. Push-on joints shall be single gasket joints meeting AWWA specification C111. Pipe shall be manufactured by American, Clow, Griffin, or US Pipe and shipped complete with gasket.
- B. Ductile iron fittings shall meet the requirements of ANSI/AWWA C153/A21.53 for compact fittings or ANSI/AWWA C110/A21.10 for full body fittings. Fittings shall have an internal cement-mortar lining and asphaltic seal coat in accordance with in accordance with ANSI/AWWA C104/A21.4. The outside of all fittings shall have an asphaltic coating.
 - 1. Fittings shall be supplied complete with high strength, low alloy, blue colored, ceramic-filled fluorocarbon resin coated steel bolts and plain rubber mechanical joint gaskets.
- C. Restraint devices for mechanical joint fittings shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3" to 16" and 250 psi for 18" through 48" size. Restraint devices shall be Listed by Underwriters Laboratories (3" through 24" inch size) and Approved by Factory Mutual (3" through 12" inch size). Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal.

2.2 FIRE HYDRANTS

- A. Fire hydrants shall be EJ Watermaster 5BR250, bury depth as specified in the bid form, mechanical joint, traffic flange, open left, no barrel drain, a painted red finish, with two 2.5" National Standard hose connections, one 3.5" Ann Arbor standard pumper connection, with 7.5 threads per inch and 4.05" O.D, 1-3/8 inch pentagon operating and cap nuts shall be utilized (1-3/8 inch point-to-flat at top and 1-7/16 inch point-to-flat at base).
- B. All hydrant parts shall be manufactured by EJ.

2.3 GATE VALVES

- A. Resilient seated gate valves shall conform to the requirements of AWWA C509 or C515 and shall have an operator rated for buried service with 2 inch square opening nut, operating right. Gate valves shall be mechanical joint unless otherwise specified in the bid form. Mechanical joints shall meet the requirements of AWWA Specification C111. Gate valves shall be American Flow Control Series 2500, Mueller Series A-2360, EJ FlowMaster, U.S. Pipe A-USP2, Clow Model 2638/2639, or approved equal.

2.4 TAPPING SLEEVES

- A. Tapping sleeves shall be designed for water service with a minimum working pressure of 150 psi. Tapping sleeves shall be all stainless steel and conform to ANSI/AWWA C223. All tapping sleeves and valves must be certified by Underwriters Laboratory (UL) and the National Sanitation Foundation (NSF) for use in a potable water system. Tapping sleeves shall be Ford FTSS, JCM 432, Smith-Blair 663, or approved equal.

2.5 CURB BOXES

- A. Curb boxes shall be cast Iron buffalo screw type with 2.5" diameter shaft, two piece, with extension range 41" to 64". The word "WATER" shall be cast in raised letters on the lid. Curb boxes shall be Bibby Ste. Croix B-2000 Series, Model V009; or Tyler 6500 Series, Model 95E. Ship only completely assembled units, not separate components. top half/lid & bottom half shall be screwed together and shipped as a complete unit.
- B. Curb box top half item shall include the curb box top half only. Curb boxes top halves shall be Bibby Ste. Croix B-2000 Series, Model S172; or Tyler 6500 Series, Model 30T.
- C. Large curb boxes bases shall be enlarged for buffalo screw type curb boxes, sized to accommodate a 2" curbstop. Large base curb boxes shall be Bibby Ste. Croix B-2000 Series, Model V313, or Tyler 6500 Series, Model Enlarged Base.
- D. Curb box extensions for buffalo screw type curb box shall be only Bibby Ste. Croix B-2000 Series, Models V222/V223, or Tyler Union 6500 Series Models 151/152.
- E. Repair lids shall be old style outside repair lids for cast iron buffalo screw type curb box with 2.5" diameter shaft. The word "Water" shall be cast in raised letters on top surface of lid.

2.6 GATE BOXES

- A. Gate valve boxes shall be three piece valve boxes with 5.25" diameter shaft, screw type, #6 base, and extension range from 45" to 66". The word "Water" shall be cast in raised letters on the lid. Quote only Tyler Union 6860 Series, Item D. Gate box complete shall consist of 1-Top section, 1-Bottom section, 1 - #6 Base, 1 - Drop lid.
- B. Gate box extensions shall be Tyler Union 6860 Series, Item #58 (14"), Item #59 (18") and Item #60 (24").
- C. Gate box fixed risers shall be 5-1/4" x 2-14" slip in risers for Tyler Union Series 6860 valve boxes.
- D. Gate box adjustable risers shall be screw type Tyler Union Series 6860, Item #69.

2.7 EXTENDED RANGE COUPLING

- A. Extended range ductile iron couplings shall be designed for 250 psi working pressure with a ductile iron center ring, ductile iron end rings, SBR rubber gaskets and 304 stainless steel nuts and bolts. Shop coat shall be applied to cast parts for corrosion protection. Coupling shall be Romac XR501 extended range coupling or approved equal.

2.8 COPPER PIPE

- A. Copper pipe shall be Type K and manufactured by Cambridge Lee, Cerro, Halstead, Mueller, or Wolverine.

2.9 BRASS FITTINGS

- A. All fittings shall meet the lead-free requirements of the Safe Drinking Water Act.

- B. Straight couplings shall be A.Y. McDonald Model 74755F or equivalent manufactured by Ford or Mueller.
- C. Two part unions shall be copper flare nut by female copper flare thread, A.Y. McDonald Model 74756 or equivalent manufactured by Ford or Mueller.
- D. Tees shall be flare x flare x flare, AY McDonald Model 74760 or equivalent manufactured by Ford or Mueller.
- E. Quarter bends shall be flare x flare, A.Y. McDonald Model 74761 or equivalent manufactured by Ford or Mueller.
- F. Corporations shall be AWWA (CC) x copper flare, A.Y. McDonald Model 74701 or equivalent manufactured by Ford or Mueller.
- G. Saddles shall be brass double strap tapping saddle with 1.5" AWWA taper thread tap for ductile iron water main, Ford 202B, Smith-Blair 323, Mueller BR-2-B, or approved equal.
- H. Curbs stops shall be ball valve, full port, copper flare nut by copper flare nut. Quote only McDonald 76100 or equivalent manufactured by Ford.
- I. Straight copper flare x female copper flare (Piggy Back Nut) couplings shall be A.Y. McDonald Model 74755 or equivalent manufactured by Ford or Mueller.

2.10 WATER METER ACCESSORIES

- A. Meter horns shall be Ford CHSS-244-NL for ¾" x 1" x 1" meter horns, and Ford CHSS-444-NL for 1" x 1" x 1" meter horns, or equivalent models manufactured by A.Y. McDonald or Mueller.
- B. Tandem resetters shall be Ford Resetter-2A-NL, or equivalent models manufactured by A.Y. McDonald or Mueller.
- C. Meter flanges shall be Dake 2030-LF for 1-1/2" flanges and Dake 2035-LF for 2" flanges, or equivalent models manufactured by Ford, A.Y. McDonald, Mueller, or Grand Haven Meter Coupling.
- D. Meter adapters shall be Ford A12M, or equivalent models manufactured by A.Y. McDonald or Mueller.
- E. Pressure reducing valves shall be Watts model LF5B-Z3.
- F. Reduced pressure zone assemblies shall be Zurn/Wilkins Model 375XL, or approved equal.

2.11 CASTINGS

- A. Castings shall be as specified on the bid form.
- B. Manhole covers for sanitary sewer shall have the word "SEWER" cast in the surface, castings for water shall have the word "WATER" cast into the surface, and castings for storm sewer shall have the word "STORM" cast into the surface.
- C. All castings shall have a black asphaltic coating.
- D. All catch basin and curb inlet castings shall have a trout symbol with the wording "DUMP NO WASTE, DRAINS TO WATERWAYS" cast into the surface.

PART 3 – EXECUTION

(NOT USED)

ATTACHMENTS

Attachment A – City of Ann Arbor Standard Purchase Order Terms and Conditions

Attachment B – Vendor Conflict of Interest Disclosure Form

Attachment C – Non-Discrimination Declaration of Compliance and Poster

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. 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.



Vendor Conflict of Interest Disclosure Form

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 may be 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

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www. a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure 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 any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.