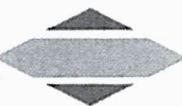


Delivering Excellence In Dry Ice

CONTINENTAL



CARBONIC

products, inc.

26178 B Drive N

Albion, MI 49224

517-630-0486

April 27, 2016

Mr. Larry Sanford
City of Ann Arbor
Procurement Unit
c/o Customer Service, 1st Floor
301 E. Huron Street
Ann Arbor, MI 48104

Dear Mr. Sanford:

On behalf of Continental Carbonic we are looking forward to continuing to serve the City of Ann Arbor's LCO₂ requirements for the period July 1, 2016 through June 30, 2017. Our bid proposal for LCO₂ delivered to the City of Ann Arbor Water Treatment Plant shall be \$125.00 per ton subject to a twenty (20) ton minimum and standard Continental Carbonic uncontrollable disruption language. This proposal is contingent upon Continental Carbonic's ability to safely and legally deliver LCO₂ to the water treatment plant. We are submitting the following additional information to facilitate your evaluation in awarding Continental your carbon dioxide requirements.

- Continental Carbonic is a full service carbon dioxide producer/supplier thus allowing us the ability to serve our customer requirements in a cost effective manner (Exhibit I).
- Quality assurance testing procedures are performed, evaluated in relationship to our maximum capacity limits and minimum purity standards as disclosed herein and recorded in accordance with Liquid Carbon Dioxide Testing Procedures (Exhibit II).
- The liquid CO₂ produced by Continental Carbonic has been independently tested and certified by NSF (Exhibit III) as complying with NSF/ANSI Standard 60.
- Exhibit IV is our SDS covering solid CO₂ produced by Continental Carbonic.

Again, thank you for the opportunity to bid on your carbon dioxide requirements in a manner you deserve and expect. Please feel free to call if you have any questions or need additional information to facilitate your review and evaluation.

Sincerely,

John W. Funk
President

JWF/drb
Enclosures

ADDENDUM No. 1

ITB No. 4442

Carbon Dioxide

Due: Thursday, April 28, 2016 at 2:00 P.M. (local time)

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Carbon Dioxide, ITB No. 4442, on which proposals will be received on/or before Thursday, April 28, 2016 at 2:00 P.M. (local time).

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 1 page.**

Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on Page 7 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum may be considered nonconforming.

The following forms provided within the ITB Document must be included in submitted bids at bid opening.

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

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.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the Bid documents which are outlined below are referenced to a page or Section in which they appear conspicuously. The Bidder is to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

<u>Section/Page(s)</u>	<u>Change</u>
Page 4	Due Date should read "Thursday, April 28, 2016 at 2:00 p.m. This change is intended to correct and remove the "2:00 a.m." that was erroneously provided on this page in the ITB Document.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

CITY OF ANN ARBOR
INVITATION TO BID



Carbon Dioxide

ITB No. 4442

Due Date: Thursday, April 28, 2016, 2:00 PM. (Local Time)

Water Treatment Plant

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 Non-Discrimination Ordinance Declaration Form and Notice

City of Ann Arbor Vendor Conflict of Interest Disclosure Form

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of Carbon Dioxide (CO₂) to be configured as specified in this document.

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.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquiries 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 **Monday, April 25, 2016 @ 10:00 a.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to lsanford@a2gov.org
Bid Process and HR 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 **Larry Sanford** at lsanford@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 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 **Thursday, April 28, 2016 @ 2:00 a.m.** 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 one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4442 – Carbon Dioxide.

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 the ITB Document must be included in submitted bids at bid opening.

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

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 sixty (60) days specified in the Advertisement.

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 be 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, 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 1, 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 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.

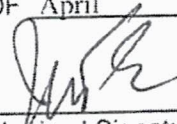
Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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.

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 27th DAY OF April, 2016.

Continental Carbonic Products, Inc.
Bidder's Name



Authorized Signature of Bidder

3985 E. Harrison Ave., Decatur, IL 62526
Official Address

John W. Funk, President
(Print Name of Signer Above)

217-428-2068
Telephone Number

info@continentalcarbonic.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 Illinois, for whom John W. Funk, bearing the office title of President, 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~~

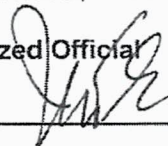
~~* A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~* 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 April 27, 2016

(Print) Name John W. Funk Title President

Company: Continental Carbonic Products, Inc.

Address: 3985 East Harrison Avenue

Contact Phone (217) 428-2068 Fax (217) 424-2325

Email info@continentalcarbonic.com

SPECIFICATIONS

CITY OF ANN ARBOR STANDARD SPECIFICATIONS FOR CARBON DIOXIDE

This standard pertains to carbon dioxide (CO₂) for use in recarbonation and pH adjustment in the treatment of municipal water supplies.

PART 1: General Information

Part 1.1 Definitions

The following definitions shall apply in this standard:

Manufacturer: Any party that produces carbon dioxide as covered by this standard.

Purchaser: Any party that enters into a contract, either written or verbal, to purchase carbon dioxide in accordance with the provisions of this standard.

Vendor: Any party that enters into a contract, either written or verbal, to supply carbon dioxide for purchase in accordance with this standard.

Part 1.2 Affidavit of Compliance

The purchaser requires: (1) an affidavit from the manufacturer or vendor that the carbon dioxide furnished under the purchaser's orders meets or exceeds the specifications of this standard; (2) an affidavit affirming that the carbon dioxide conforms to ANSI/NSF Standard 60.

Part 1.3 Rejection

Notice of Nonconformance. If the carbon dioxide does not meet the requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the vendor within 10 working days of receipt of the shipment at its point of destination. The results of the purchaser's test shall prevail unless the vendor notifies the purchaser within five working days of receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the purchaser shall forward to the vendor one of the sealed samples taken in accordance to section 4 of this standard. In the event that the retest results do not agree with the test results of the purchaser, the other sealed sample shall be forwarded to a referee laboratory agreed upon by both parties for analysis. The results of the referee laboratory's analysis shall be considered final. If the shipment is found to be in compliance with this standard, then the cost of the referee laboratory shall be assumed by the purchaser. If the shipment is found not to meet the specifications of this standard, the cost of the referee laboratory shall be assumed by the vendor.

If the material delivered is found to not meet the requirements of this standard, the responsibility of removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor

and the purchaser.

PART 2: Specifications

Part 2.1 Description

Carbon dioxide gas is a colorless, odorless and tasteless gas that forms a very weak acid, carbonic acid, upon addition to water.

Part 2.2 Physical Requirements

Carbon dioxide is colorless gas weighing 1.977 g/L at 0° C and at a pressure of 760 mm of Hg, which creates the characteristic olfactory sensation.

Part 2.3 Chemical Requirements

Commercial carbon dioxide suitable for use in the treatment of potable water supplies shall have a carbon dioxide content of at least 99.5 percent by weight. Carbon dioxide of 99.5 percent purity by weight shall correspond to Quality Verification Level (QVL) H.

Part 2.3 Impurities

The carbon dioxide in accordance with this standard shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water or that would otherwise render the water that has been treated properly with carbon dioxide unfit for public use. The carbon dioxide shall not impart to the water at its rate of feed any contaminants that would cause the established drinking water standards to be exceeded when combined with the concentration of contaminants already present in the water to be treated.

The water content of the liquid carbon dioxide shall not exceed 200 ppm (v/v), -36°F dew point) at the time of delivery.

The non-volatile residues of the carbon dioxide shall not exceed 10 ppm.

All other contaminants should not exceed those as stipulated in Table 1 of AWWA B510-12.

Carbon dioxide is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects.

PART 3: Delivery

Part 3.1 Marking

All shipment containers, cylinders or bulk, shall have markings, tags, labels, or serial numbers as required by the United States Department of Transportation (USDOT).

Part 3.2 Shipping

Bulk shipments shall be accompanied by weight certificates from certified weighers. In lieu of weight certificates, certified liquid meter tickets are acceptable.

PART 4: Verification

Part 4.1 Sampling

Samples shall be taken at the point of destination, in accordance to AWWAB510-00, or by another sampling protocol as mutually agreed upon by both the vendor and the purchaser

Part 4.2 Testing Procedures

All testing shall be done in accordance to the most current and applicable AWWA standard for carbon dioxide. It may be unnecessary to test for certain impurities, depending on the method of manufacturing used by the manufacturer. The following is a partial list of chemical and physical characteristics that may be tested for:

1. Purity
2. Water content
3. Total hydrocarbon content
4. Oxygen content
5. Carbon monoxide content
6. Hydrogen Sulfide content
7. Nitrogen oxides content
8. Ammonia content
9. Sulfur dioxide content
10. Carbonyl sulfide content
11. Non-volatile residues content
12. Odor (indirect testing procedure)

BID FORM

Vendor Continental Carbonic Products, Inc.

ITEM NO. 1 CARBON DIOXIDE

QUANTITY - APPROXIMATE 560 TON

	<u>PRICE</u>
CARBON DIOXIDE	\$ <u>110.00*</u> TON
FREIGHT	\$ <u>15.00*</u> TON
TOTAL DELIVERED COST	\$ <u>125.00*</u> TON

Please indicate surcharges, and any other additional freight charges such as that assessed for "Frost Law" load restrictions appropriately.

Additional freight costs during Road Weight Restrictions: \$ _____ TON.

ALL SHIPMENTS WILL BE F.O.B. DESTINATION, FREIGHT PREPAID.

Contractor shall be responsible for transferring the product from transport vehicle to the City of Ann Arbor storage vessel. Bidder shall specify minimum shipping amount if any:

TWENTY (20) TON MINIMUM DELIVERY

INVOICE TERMS: Discount of 0 % or \$ 0.00 will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

MONITORING: The successful Provider may provide a telemetry device(s) for tank monitoring that provides data to the Provider on tank level, so that ordering product is unnecessary and resupply is managed by the supplier according to the needs of the Water Treatment Plant. This device (these devices) will be at no cost to the City of Ann Arbor.

*Subject to a twenty (20) ton minimum and standard CCPI uncontrollable disruption language** This proposal is contingent upon Continental Carbonic's ability to safely and legally deliver LCO2 to the water treatment plant. Order modifications or additions need to be received no less than two business days prior to the requested day of delivery. Pricing offered above is based on a cash discount resulting from payment by cash, check, or ACH fund transfer (Cash Equivalents). If payment is via a non-Cash Equivalent method, pricing will be at CCPI's undiscounted prices. Pricing assumes invoices will be sent electronically.

**Neither party hereto will be liable in damages or otherwise to the other for default or delay in the performance of any of its obligations hereunder due to an uncontrollable interruption which shall include Acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, national defense requirement, governmental action, law, ordinance, rule or regulation, whether valid or invalid, inability to obtain or curtailment of electricity or other type of energy, raw material, labor, equipment or transportation, failures of normal sources of supply, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not contingency is the same type as those enumerated above. If, as a result of an uncontrollable interruption, CCPI incurs increased cost to produce or deliver the Product, CCPI shall have the right to pass along this cost increase to PURCHASER. PURCHASER shall have the right to decline to purchase Product as long as such price increase is in effect. If PURCHASER purchases Product from CCPI after having received notice of such price increases, PURCHASER shall pay its current price for Product plus such increases.

GENERAL CONDITIONS

ESTIMATED 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.

DELIVERY

Materials are F.O.B. delivered, freight paid, to the City of Ann Arbor Water Treatment Plant 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.

SAFETY DATA SHEET

A "Safety Data Sheet" is required, where applicable, in compliance with the MIOSHA "Right to Know" law and in GHS/ US Hazcom 2012 format. Please include a copy of any relevant SDS at the time of bid submission.

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 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. A separate contract document will not be issued.

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

CONTRACT TERM

One (1) year period, to start approximately July 1, 2016 through June 30, 2017. The proposed agreement may be renewed for three (3) additional one (1) year periods, provided that by 90 days prior to end of the contract both parties agree to an extension under the same terms and conditions as exist in the current contract. No further renewals shall be made.

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.

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.

to the extent such acts or omissions are covered by Providers' insurance coverage

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.