

CITY OF ANN ARBOR
INVITATION TO BID



JANITORIAL SERVICES AT VARIOUS CITY FACILITIES

ITB No. 4495

Due Date: April 28, 2017 at 2:00 pm (Local Time)

Public Services Area
Fleet & Facilities Unit

Issued By:

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

TABLE OF CONTENTS

TABLE OF CONTENTS..... TC-1
NOTICE OF PRE-BID CONFERENCE..... NP-1
INSTRUCTIONS TO BIDDERS.....IB-1 to 4
INVITATION TO BID.....ITB-1 to 3
BID FORMS.....BF-1 to 6
CONTRACT.....C-1 to 4
BOND FORM.....B-1
GENERAL CONDITIONS.....GC-1 to 6
STANDARD SPECIFICATIONS.....SS-1 to 3
DETAILED SPECIFICATIONSDS-1 to 8

ATTACHMENTS

- City of Ann Arbor Living Wage Forms*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form*

NOTICE OF PRE-BID CONFERENCE

A **mandatory** pre-bid conference for this project will be held on **Tuesday, April 18, 2017 at 1:30 pm** at Larcom City Hall, 6th floor conference room, 301 E. Huron Drive, Ann Arbor, MI. **Failure to attend the meeting and sign the ITB No. 4495 sign-in sheet at the pre-bid meeting will automatically disqualify a bidder from submitting a valid bid.** Any bid submitted by a party not attending and signing the roster at the pre-bid meeting will not be opened or considered. Administrative and technical questions regarding this project will be answered at this time. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

Upon completion of the activities in the Conference Room, a site visit of the Ann Arbor Municipal Center (City Hall & Justice Center) will be provided. Vendors are responsible for their own parking.

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.

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 **April 20, 2017 at 10:00 am** and should be addressed as follows:

Specification/Scope of Work questions emailed to dlcrum@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 **Lynn Crum at dlcrum@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 **April 28, 2017 at 2:00 pm (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB No. 4495 – Janitorial Services**.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
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.

- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **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. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

Bid Security

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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days.

Contract Time

Time is of the essence in the performance of the work under this Contract. The successful Bidder must be ready to start providing service on July 1, 2017. If this time requirements cannot be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

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 as outlined in Section 5, beginning at page GC-3 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.

Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

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.

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

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, Living Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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

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

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

The Bidder declares that it has become fully familiar with the 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.

The Bidder declares that it has become fully familiar with the provisions of Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Living Wage Declaration of Compliance Form are true and correct. Bidder further agrees that the cited provisions of 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.

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

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

SIGNED THIS _____ DAY OF _____, 2017.

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** _____, 2017

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 – Schedule of Prices

Company: _____

Project: **Janitorial Services**

PRICING OPTIONS:

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

- A. () Pricing per location is not subject to increase, but will be subject to reduction only in cases of identical prices being offered.
- B. () The price per location is firm for the entire contract period (including renewals).
- C. () The price per location is firm until June 30, 2018 and is then subject to adjustment with maximum allowable increases of _____% each year of the contract, including the three (3) one year renewal periods.
- D. () The price per location is firm until June 30, 2020 and is then subject to adjustment with maximum allowable increases of _____% for each of the three (3) one year renewal periods.

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

LOCATION PRICING:

A) 911 Dispatch Center (cleaned 7 days a week, including Holidays)

Monthly cost \$_____ X 12 months = \$_____per year

B) Ann Arbor Municipal Center (cleaned 5 days a week, no Holidays)

Monthly cost \$_____ X 12 months = \$_____per year

Additional Work Alternate: 2nd Floor of the Justice Center Police Department work areas to be cleaned weekends/holidays in addition to the 5 day a week cleaning listed above.

Monthly cost \$_____ X 12 months = \$_____per year

C) Water Treatment Plant (cleaned 5 days a week, no Holidays)

Monthly cost \$ _____ X 12 months = \$ _____ per year

D) Wheeler Service Center, Public Works Operations and Vehicle Storage buildings only (cleaned 5 days a week, no Holidays)

Monthly cost \$ _____ X 12 months = \$ _____ per year

E) Wheeler Service Center, Fleet Services building only (cleaned 5 days a week, no Holidays)

Monthly cost \$ _____ X 12 months = \$ _____ per year

F) Veterans Memorial Park (cleaned 7 days a week, no Holidays)

Monthly cost \$ _____ X 12 months = \$ _____ per year

G) Senior Center (cleaned 4 days a week, no Holidays)

Monthly cost \$ _____ X 12 months = \$ _____ per year

Additional Work Alternate: One-time cleaning of this location due to special events or rentals. cost \$ _____

H) Farmers Market (cleaning schedule changes by Season, see Service Times section)

Monthly cost \$ _____ X 12 months = \$ _____ per year

Total Annual Cost for All Locations \$ _____
(Excluding additional work alternate and any proposed yearly increases)

Signature of Authorized Representative of Bidder

BID FORM

Section 2 – Estimated Work Hours

Estimated Work Hours:

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

A) 911 Dispatch Center

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

B) Ann Arbor Municipal Center

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

Additional Work Alternate: 2nd Floor Justice Center Police Department work areas

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

C) Water Treatment Plant

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

D) Wheeler Service Center – Public Work Operations and Vehicle Storage buildings

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

E) Wheeler Service Center – Fleet Services building

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

F) Veterans Memorial Park

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

G) Senior Center

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

H) Farmers Market

_____ persons X _____ hours per day = Total Cleaning Hours _____ per day

The above numbers should be an estimate of the hours needed per day to complete **daily** task listed in the specifications. This is not a guaranteed staffing level.

Throughout the year, additional staffing will be needed to complete weekly, monthly, quarterly and semiannual tasks.

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the required start time stipulated in the Contract, it is required to stipulate below its proposed time for starting the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any start time alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
---	-------------	---------------

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 5 – References

On a separate sheet(s) provided with your Bid, each Bidder shall submit a minimum of three (3) References of agencies to which they have or are providing similar services as work require in this bid. At least one Reference should be a governmental agency.

Each Reference must include the information listed below:

- A) Business/Agency Name
- B) Point of Contact Name & Job Title
- C) Point of Contact Phone Number & Email Address
- D) Date Service Began
- E) Length of Service (# of years & months)
- F) Type of Service
- G) Numbers of Sites and Approximate Size of Sites that Bidder Services

Any major difference between the Bidder's provided information to the City and these References must be noted. Failure to list References without contacts will result in your Bid being disqualified. The City reserves the right to contact any Company for which Bidder has provided services, whether listed or not.

SAMPLE STANDARD CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the City of Ann Arbor such as the following:

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2017, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

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

(Address)

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

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the provision of Janitorial Services to Various City Facilities, ITB #4495, in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage
Declaration of Compliance Forms (if
applicable)
Vendor Conflict of Interest Form
Bid Forms
Contract and Exhibits
Bonds

General Conditions
Standard Specifications
Detailed Specifications
Addenda

ARTICLE II - Definitions

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

Project means **ITB #4495 – Janitorial Services at Various City Facilities**

ARTICLE III - Duration

The term of this agreement shall be 3 years commencing on July 1, 2017, and terminating on June 30, 2020, unless terminated breach or as provided for in this agreement.

The parties agree that this contract may be renewed, at the sole option of the City, for up to three additional one-year periods under the same terms and conditions for the amount specified in Article IV, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide notice of its intent to renew in the following manner: 1) no less than sixty (60) days prior to the termination date of the original term of the Agreement, for the first one-year renewal period and 2) no less than sixty (60) days prior to the termination date of the first renewal term of the Agreement, for the second one-year renewal period and 3) no less than sixty (60) days prior to the termination date of the second renewal term of the Agreement, for the third one-year renewal period.

ARTICLE IV - Compensation

- A. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator. Invoicing shall be submitted in nine separate statements as follows:
1. 911 Dispatch Center
 2. Ann Arbor Municipal Center
 3. Water Treatment Plant
 4. Wheeler Service Center, Public Works Operations building and Vehicle Storage building.
 5. Wheeler Service Center, Fleet Services building
 6. Veterans Memorial Park building
 7. Senior Center
 8. Farmers Market
- B. Contractor's compensation shall be based on Bid Proposal Forms included in the bid "Janitorial Services" ITB No 4495 which are attached as Exhibit A. It is understood and agreed between the parties that the compensation stated in Exhibit A is inclusive of any and all remuneration to which the Contractor may be entitled.
- C. Contractor shall keep complete records of time spent and materials used in providing contract services so that the Administering Service Area/Unit may verify invoices submitted by the Contractor. Records shall be made available to the City upon request.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

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

ARTICLE VII - Relationship of the Parties

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

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

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

ARTICLE IX - Indemnification

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

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

[signatures continue on next page]

Approved as to substance

By _____
Howard S. Lazarus, City Administrator

By _____
Craig Hupy, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 201_, for: _____ and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201_.

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

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

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

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

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

Section 2 - Familiarity with Work

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

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

Section 3 - Wage Requirements

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

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

Section 4 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

Section 5 - Materials, Appliances, Employees

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

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

Section 6 - Qualifications for Employment

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

Section 7 - Royalties and Patents

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

Section 8 - Superintendence

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

Section 9 - Changes in the Work

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

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

Section 10 – The City's Right to Terminate Contract

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

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

Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

Section 11 - City's Right To Do Work

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

Section 12 - Removal of Equipment and Supplies

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

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

Section 13 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required on behalf of itself, and when requested, any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.
- (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
- Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit
- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:
- \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
 - \$2,000,000 Per Job General Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 Products and Completed Operations Aggregate
- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute

with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
- (4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

Section 14 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

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

Section 15 - Damage Claims

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

Section 16 - Refusal to Obey Instructions

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

Section 17 - Assignment

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

Section 18 - Supervising Professional's Status

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

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 19 - Supervising Professional's Decisions

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

Section 20 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

STANDARD SPECIFICATIONS

General Description of Work: The City of Ann Arbor is soliciting qualified bidders to provide daily janitorial services at a variety of City owned facilities and locations. The successful bidder will be awarded a three (3) year contract, subject to annual budgetary approval by the Ann Arbor City Council, with a City option for up to three additional one-year renewals. All employees working at City locations must be compensated a Living Wage per City ordinance.

Site Locations:

Ann Arbor Municipal Center	301 E. Huron Street
911 Dispatch Center	111 N. Fifth Avenue (second floor)
Water Treatment Plant	919 Sunset Road
Wheeler Service Center	4251 Stone School Road
Veteran's Park	2150 Jackson Avenue
Farmer's Market	315 Detroit Street
Ann Arbor Senior Center	1320 Baldwin Avenue

- A) Contractor shall furnish all trash liners, urinal blocks, and cleaning products and supplies necessary for the performance of their work. The City shall supply toilet paper, paper hand towels, and hand soap for the Contractor to utilize at City locations. Any items supplied by the Contractor will be stored on-site in a designated area only.
- B) The following equipment must be supplied by the Contractor and kept on-site for each floor (basement included):
- 1) One - 44 gallon rolling trash container
 - 2) One mop bucket with wringer
 - 3) One wet mop
 - 4) One dust mop
 - 5) One broom and dustpan
 - 6) One industrial grade vacuum (only on floors with carpeting).
- Wet floor warning signs must be supplied by the Contractor and utilized as needed. One high-speed buffer (minimum 22") must be kept at the Ann Arbor Municipal Center or available for use there on short notice.
- C) It will be the Contractor's responsibility to present to the Site Representative at each location, a list of items to be ordered by the City at the beginning of each month.
- D) All materials and equipment furnished by the Contractor shall meet or exceed the requirements of applicable City, State and Federal codes, ordinances, laws and regulations. If the Contractor shall furnish any supplies or equipment contrary to such codes, ordinances, laws and regulations, he/she shall assume full responsibility therefore and shall bear all costs attributed thereto.
- E) Contractor and his/her employees will report hazardous conditions and items in need of repair (including inoperable lights, leaks, toilet stoppages, etc.) to the Site Representative at each location. A reporting procedure will be mutually agreed upon by the Contractor and Contract Administrator within one week of award of contract.
- F) The Contractor will be required to perform all duties related thereto at no extra cost provided that the scope of the contract is not expanded beyond janitorial services outlined in the bid documents.

- G) Minor stripping and scrubbing will be done upon request at no extra cost.
- H) The Contractor's on-site Supervisor shall meet with the Site Representative at each location for a walk-through at least once a month to check performance and resolve any problems. This meeting shall be scheduled by the Contractor and take place between 7:30 am and 3:00 pm Monday through Friday. A list of Site Representatives for each location will be provided by the Contract Administrator within two weeks of award of contract.
- I) **Locked areas of City facilities shall remain locked at all times unless the Contractor is actively cleaning in that area. The Contractor is require to resecure any locked area.**
- J) Contractor's Employee Requirements
- 1) Identification: Contractor shall require all his/her employees to wear an identification pass (showing name and picture of employee) in a prominent position.
 - 2) Access Devices: Any employee of the Contractor provided access devices (e.g. keys/access codes or cards) shall be responsible for their security and shall be required to return them at termination of their employment or the termination of the contract, whichever comes first. No access device may be duplicated. A complete list of employees' assigned access devices will be maintained by Contractor with a copy provided to the City. On termination of the contract, Contractor shall return all access devices. Failure to do so will result in a deduction from Contractor's final payment.
 - 3) All employees employed by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense, and untrained individuals will not be brought onto the premises for training.
 - 4) Contractor will have all janitorial employees bonded for any losses while employed and assigned to the City of Ann Arbor properties.
 - 5) The City will have the right to require the contractor to remove any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the City. The decision of the City of Ann Arbor, acting through the Contract Administrator, or his/her authorized representative, shall be final as to what constitutes incompetent or deviant behavior.
 - 6) Employees must have satisfactory communication skills to read and understand chemical / hazardous material labeling. Employees must be able to speak and understand the English language to communicate and get direction from City staff.
 - 7) If employees are taking breaks or eating in City facilities, then they must only do so in break rooms designated by the City.
 - 8) Employees of the contractor shall not use City telephones or computers for any purpose.
 - 9) Contractor Background Checks of Employees: The Contractor shall conduct a background check on all personnel prior to submitting the employee's information for the City background check. The Contractor is expected to verify work history and references as part of this process.
 - 10) City Background Check of Employees: The City will require each employee of the Contractor to undergo an extensive background check before they can work at a City location. The following information MUST be supplied to the City by the Contractor for each employee that will work at a City location. The employee will not be allowed to work at a City location until their information has been verified and approved by the City.
 - a. Employees full name
 - b. Date of birth

- c. Photo copy of Driver's License or Michigan ID card
 - d. Social Security Number
- 11) Security: The following security standard should be used to determine whether an employee should be assigned to work in either Safety Services Area, Financial Services Area, Water Treatment Plant or other high security areas as designated by the City.

Standard

Restriction

Any Felony or Misdemeanor conviction involving theft, murder or assault in the last five years.

May not work at any City facility.

Any other criminal conviction.

May be allowed to work in a City facility if the Site Representative is notified in advance and agrees to the assignment.

DETAILED SPECIFICATIONS

ALL LOCATIONS (Except Water Treatment Plant & Senior Center)

Daily Tasks

Common Areas / Offices

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

Restrooms / Showers

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

Kitchen / Break Rooms

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

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

Weekly Tasks

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

Monthly Tasks

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

Quarterly Tasks

- At a minimum all tile floors capable of being waxed, shall be waxed. Note: some areas may from time to time require more frequent waxing.
- Marmoleum flooring in the Municipal Center MUST be cleaned according to the manufactory's guide line for "Interim Cleaning". (See http://www.forboflooringna.com/getfile/FCG_Commerical_Floor_Care_Guide_v4.1_0.pdf?id=654&t=dl&ot=qckdl&chc=1093394792&ext=.pdf&fn)

Semi Annually Tasks

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

WATER TREATMENT PLANT LOCATION

Contractor shall provide a yearly calendar that identifies dates when monthly, quarterly and semi-annual tasks are to be completed. This calendar shall be posted and kept up to date so the City is able to track completion of required tasks.

- **Administration Area**
 - Office area and conference room
 - Daily
 - Empty all wastebaskets and recycling.
 - Vacuum clean all carpeting.
 - Remove rubbish to the designated areas.
 - Clean/wipe down tables in conference room.
 - Clean lobby and kitchen area.
 - Restock supplies in kitchen area (paper towels).

- Weekly
 - Dust all furniture completely; dust windowsills, ledges, blinds, door moldings, picture frames, computer monitors, hand rails.
 - Wash interior windows.
 - Restroom
 - Daily
 - Mop and disinfect all tile floors.
 - Restock all supplies.
 - Remove rubbish to the designated areas.
 - Clean and sanitize all commodes, wash basins and towel dispensers, polish all chrome fixtures.
 - Clean and polish all wall and cabinet mirrors.
 - Spot clean ceramic walls.
 - Semi Annually
 - Strip and re wax all tile floor areas.
 - Wash exterior first story windows.
 - Steam clean carpeted areas.
- **First Floor**
 - Laboratory
 - Daily
 - Sweep all floors.
 - Remove rubbish to the designated areas.
 - Restock all supplies.
 - Vacuum Lab Supervisor office floor.
 - Weekly
 - Buff all floor areas, re wax if necessary
 - Wet mop all areas, including moving the floor mats and mopping underneath.
 - Remove recycling to the designated area weekly or on as-needed basis.
 - Wash windows (interior).
 - Semi Annually
 - Strip and re wax all tile floor areas.
 - Control room and corridors
 - Daily
 - Sweep all floor areas.
 - Wet mop floor.
 - Empty all wastebaskets.
 - Weekly
 - Spray buff all floor areas, re wax if necessary.
 - Dust bench tops, shelves, windowsills, etc.
 - Remove recycling to the designated area weekly or as-needed.
 - Monthly

- Wash and/ or clean all glass on consoles, partition, and/ or cabinets.
- Semi Annually
 - Strip and re-coat tile floor area.
- Maintenance meeting Room, Network Administrator Office and Maintenance Supervisor Office
 - Daily
 - Sweep all floor areas and vacuum carpeted areas.
 - Wet mop floor.
 - Empty all wastebaskets.
 - Weekly
 - Spray buff all floor areas, re wax if necessary.
 - Dust bench tops, desks, tables, shelves, windowsills, etc.
 - Remove recycling to the designated area weekly or as-needed.
 - Semi Annually
 - Strip and re-coat tile floor area.
 - Steam clean carpeted areas.
- Filter Gallery
 - Weekly
 - Sweep all floor areas.
 - Wet mop floor.
 - Dust all marble control stations.
 - Dust all hand rails.
 - Monthly
 - Buff all tile floors in filter gallery.
 - Semi Annually
 - Strip and wax filter area floor.
- Restrooms (3)
 - Daily
 - Sweep all floor areas.
 - Wet mop and disinfect floor.
 - Dust all ledges and partitions.
 - Restock all supplies.
 - Empty all wastebaskets.
 - Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.
 - Clean and polish wall and cabinet mirrors.
 - Spot clean ceramic tile, walls and stainless toilet partitions.
 - Weekly
 - Spray buff all floor areas, re wax if necessary.
 - Semi Annually
 - Strip and wax filter area floor.
- Housekeeping Room
 - Weekly

- Keep shelves organized & clean.
- Mop floor (wax when needed).

- **Second Floor**
 - Locker Room and hallway outside locker room
 - Daily
 - Spot clean ceramic tile walls and stainless steel toilet partitions.
 - Clean and polish all wall cabinet mirrors.
 - Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.
 - Restock all supplies.
 - Dust tops of lockers.
 - Remove hair and debris from shower floors.
 - Weekly
 - Scrub all shower floors and walls.
 - Dust all horizontal and vertical surfaces.
 - Sweep, wet mop and disinfect all floor areas.
 - Archive Room and Filter Press Control Room
 - Weekly
 - Dust all surfaces.
 - Remove all trash to designated areas.
 - Mop floors.
 - Wash windows and partition glass.

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

- Restock all supplies.
- Dust tops of lockers.
- Remove hair and debris from shower floors.
- Weekly
 - Scrub all shower floors and walls.
 - Dust all horizontal and vertical surfaces.
 - Sweep, wet mop and disinfect all floor areas.
- **Miscellaneous**
 - Stairs, Hallways, Entrances, Elevators
 - Daily
 - Sweep all floors and staircases.
 - Wet mop all floor areas. (*staircases, hallways, entrances, elevators*)
 - Vacuum floor mats.
 - Vacuum foyer area.
 - Weekly
 - Spray buff all floor areas, re wax if necessary.
 - Clean and polish all stainless steel elevator doors on all levels. (*both elevators*)
 - Dust all windowsills and hand rails.
 - Wipe down walls.
 - Dust all horizontal and vertical surfaces.
 - Vacuum elevator door tracks in elevator and on all floors.
 - Clean inside and outside of main entry doors.
 - Semi Annually
 - Strip and re wax all tile floor areas
 - Remove main foyer grating and clean underneath.

ANN ARBOR SENIOR CENTER LOCATION (All tasks daily unless noted otherwise)

- **Coat room / front foyer / back foyer / front entrance lobby**
 - Sweep, mop, vacuum.
 - Windowsills & general dusting as needed.
 - Wipe down, sanitize handicap push bars and door handles.
 - Sweep entrance ramp and tidy up entrance from outside as needed.
 - Dust furniture, tables, TV stand, computer area, windowsill, customer service counter.
- **Offices – all levels**
 - Vacuum, dust all office counters, computers, copy machine, clean & sanitize phones, dust windowsills, clean windows, recycle to recycle bins, empty trash.
- **Gallery room, Middle program room, Back program room**
 - Clean hardwood floors w/wood floor cleaning products.

- Sweep clean all wood/tile floors, vacuum all carpet in program rooms, and wipe down tables / chairs / shelves.
- Empty trash/recycle, clean trashcans, replace liners.
- Dust / clean piano, TV stand, bookcase, dust windowsills, clean glass & windows, wipe down blinds, door exits & fire extinguishers.
- **Stairs to upper level**
 - Sweep, mop, clean sills and banisters, wipe tables, vacuum areas, empty trash.
- **Kitchen**
 - Clean sink, stove top, microwave, coffee cart, counters and wipe down fridge / shelves. Stainless cleaner as needed.
 - Sweep, mop, sanitize floors- no wax. Dust ceiling fans and lights, Place dirty dishes in sink, fill soap / towel dispenser, empty trash, clean cans, replace liners.
- **Restrooms**
 - Fill toilet paper, soap / hand towel dispensers, clean and sanitize all surfaces, sinks, toilets, shelves, lights, hand blow dryers, dispensers, and door knobs.
 - Empty trash, clean cans, replace liners, sweep / mop floors- special attention behind doors / toilets.
 - Clean and sanitize door handles and walls.
 - Clean walls / sanitize under hand dryers.
- **Janitorial closets**
 - Keep clean and organized, keep mops hung. Clean utility sink, maintain drainage, sweep often.
 - Provide staff with copy of new chemicals / cleaning products. Maintain proper labels on spray bottles.
 - Provide proper cleaning equipment, tools, liners, cleaning supplies and all properly labeled.
 - Check for special cleaning requests in janitorial closet.
 - Maintain data sheets, inventory. Provide monthly updates.
- **Notes:**
 - Tile floors- scrubbed and waxed 3 times a year or as needed.
 - Carpeting- steam cleaned 2 times a year or as needed.
 - Rugs & floors- Cleaned daily with all cleaning days.
 - Lobby furniture- Deep cleaned 2 times a year or as needed
 - Oven Stove- Deep cleaned 3 times a year.

SERVICE TIMES (ALL LOCATIONS)

- The Contractor is required to have a minimum of one staff member on duty at the Municipal Center from 9:00 a.m. to 4:00 p.m. daily M-F (except Holidays) Duties to include spot cleaning for spills and accidents as well as cleaning locations only available during the day.

- Unless specifically listed otherwise below NO Cleaning shall begin before 5:00 p.m.
- Second Floor and Council Chambers MUST be completed before 6:30 p.m. daily.
- Offices and work areas of the Police Department must be cleaned between the hours of 9:00 a.m. and 4:00 p.m. daily.
- Payroll offices, City Clerk's office vault, and the Information Technology Services Unit area must be completed before 5:00 p.m. daily.
- Court offices will be cleaned on a designed schedule to be established by the Contract Administrator after the award of the contract.
- Water Treatment Plant cleaning should begin no sooner than 3:30 p.m. and must be completed no later than 8:00 p.m.
- The Wheeler Service Center cleaning should begin no sooner than 5:00 p.m. and must be completed no later than 10:00 p.m.
- Veterans Memorial Park cleaning must begin after 1:00 a.m. and be completed before 8:00 a.m. from September 1st to May 4th. All other times of the year, the cleaning must begin after 10:00 p.m. and be completed before 6:00 a.m.
- Senior Center to be cleaned four days a week based on the schedule below but the schedule may need modification from time to time based on the schedule of rentals and events.
 - Sunday- After 9:30 p.m. completed by Monday morning by 8 a.m.
 - Wednesday- After 9:30 p.m., completed by Thursday by 8 a.m.
 - Thursday- After 9:30 p.m., completed by Friday by 8 a.m.
 - Saturday- After 9:30 p.m., completed by Sunday by 7 a.m.
- Farmers Market will be cleaned once a week from January to March, twice a week (on Saturday and Sunday) in March and April, and three days a week May to December (Saturday, Sunday and Wednesday).

APPENDIX

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

 Company Name

 Street Address

 Signature of Authorized Representative

 Date

 City, State, Zip

 Print Name and Title

 Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

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

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint Contact:
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



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 of 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.

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:

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 <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*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 this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

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

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 (hrc@a2gov.org), by phone (734-794-6141) 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.