

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, Living Wage requirements, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

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

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

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

Bidder further agrees that the cited provisions of Chapter 14 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 15 DAY OF OCTOBER, 2024.

KIRK Landscaping

Bidder's Name



Authorized Signature of Bidder

9685 W. Michigan Ave
Ann Arbor MI 48106

Official Address

Lois Kruse

(Print Name of Signer Above)

488-408-0320

Telephone Number

lois@kirklandscaping.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 Michigan, for whom Kris Krause, 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: KK
(initial here)

Authorized Official

[Signature] Date 10-15, 2024

(Print) Name KRIS KRAUSE Title PRESIDENT

Company: KIK LANDSCAPING

Address: 9685 W. MICHIGAN AVE SAINE MI 48196

Contact Phone (~~888~~) 408-0320 Fax () N/A

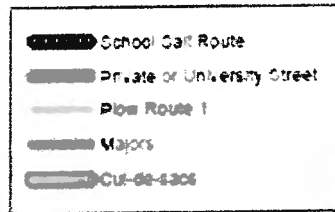
Email Kris@KIKLandscaping.com

BID FORM – PRICING

VENDOR NAME: YLBK Landscaping

The bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Unit Prices must be firm for the entire term of the Contract which is anticipated to be one year.

Each Section map includes school salt route, private or university street, plow route, majors, cul-de-sac. This bid is for the streets contained in plow route and cul-de-sacs highlighted in yellow or yellow outlined in red.



Plow Route	2" - 4"	4" - 6"	6" - 8" "	8" - 10"	10" - 12"
Local 1	\$ —	\$ —	\$ —	\$ —	\$ —
Local 2	\$ —	\$ —	\$ —	\$ —	\$ —
Local 3	\$ —	\$ —	\$ —	\$ —	\$ —
Local 4	\$ —	\$ —	\$ —	\$ —	\$ —
Local 5A	\$ 700	\$ 1400	\$ 2100	\$ 2800	\$ 3500
Local 5B	\$ 600	\$ 1200	\$ 1800	\$ 2400	\$ 3000
Local 6	\$ 700	\$ 1400	\$ 2100	\$ 2800	\$ 3500
Local 7	\$ 700	\$ 1400	\$ 2100	\$ 2800	\$ 3500
Local 8	\$ 700	\$ 1400	\$ 2100	\$ 2800	\$ 3500
Local 9	\$ 900	\$ 1800	\$ 2700	\$ 3600	\$ 4500
Local 10	\$ 800	\$ 1600	\$ 2400	\$ 3200	\$ 4000
Local 11	\$ 800	\$ 1600	\$ 2400	\$ 3200	\$ 4000
Local 12	\$ 500	\$ 1000	\$ 1500	\$ 2000	\$ 2500
Local 13	\$ 700	\$ 1400	\$ 2100	\$ 2800	\$ 3500
Local 14	\$ —	\$ —	\$ —	\$ —	\$ —
Local 15	\$ 1200	\$ 2400	\$ 3600	\$ 4800	\$ 6000
Local 16	\$ 900	\$ 1800	\$ 2700	\$ 3600	\$ 4500
Local 17	\$ 900	\$ 1800	\$ 2700	\$ 3600	\$ 4500
Local 18	\$ 800	\$ 1600	\$ 2400	\$ 3200	\$ 4000
Local 19	\$ —	\$ —	\$ —	\$ —	\$ —
Local 20	\$ —	\$ —	\$ —	\$ —	\$ —
Local 21	\$ —	\$ —	\$ —	\$ —	\$ —
Local 22	\$ —	\$ —	\$ —	\$ —	\$ —
Total for 4"-6" Complete Plow		\$ 21,800			

Plow Truck and Operator	Hourly Rate
Pickups - Less than 1 ton	\$ <u> </u>
Pickups - 1 ton and larger	\$ 175.00
Trucks - 16,000-20,000 GVW	\$ 175.00
Trucks - 20,000-35,000 GVW	\$ 200.00
Trucks - Over 35,000 GVW	\$ <u> </u>
Vehicle and Operator Not Listed	Hourly Rate
<i>Loader w/ 10' plow</i>	175.00

How many sections can you commit to plowing per event over 4" 14

Signature of Authorized Representative of Bidder *Kina*

BID FORM – REFERENCES

Please list at least three references with whom you have had similar contracts during the past three years.

1. Company or City Washtenaw County
Contact Name Jared Matzinger
Telephone Number 734-249-3803
E-mail matzingerj@washtenaw.org

2. Company or City Washtenaw County Parks
Contact Name Tom Power
Telephone Number 734-277-4106
E-mail powerT@washtenaw.org

3. Company or City Washtenaw County Roads
Contact Name Jared Powers
Telephone Number 734-210-9382
E-mail PowersJ@wecroads.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 <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
<p style="font-size: 2em; font-family: cursive;">None</p>	

*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:		
<p style="font-size: 1.5em; font-family: cursive;">JLBK Landscaping</p>	<p style="font-size: 1.5em; font-family: cursive;">888-408-0320</p>	
Vendor Name	Vendor Phone Number	
<p style="font-size: 1.5em; font-family: cursive;">[Signature]</p>	<p style="font-size: 1.5em; font-family: cursive;">10-15-24</p>	<p style="font-size: 1.5em; font-family: cursive;">Kris Krause</p>
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
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

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 in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor 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.

KBK Landscaping
Company Name

[Signature] 10-15-24
Signature of Authorized Representative Date

Kris Krause President
Print Name and Title

9685 W. Michigan Ave Searsville MI 48176
Address, City, State, Zip

888-408-0320 kris@kbklandscaping.com
Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

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/humanrights.

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 believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 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 allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

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.

**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 \$16.43/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 \$18.32/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 with 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.

KIRK LANDSCAPING 4685 W. MICHIGAN AVE
Company Name Street Address

[Signature] 10-15-24 Sauine MI 48176
Signature of Authorized Representative Date City, State, Zip

Kris Krause President 488-408-0320 kris@kirklandscaping.com
Print Name and Title Phone/Email address

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org Rev. 3/1/24

ADDENDUM No. 1

ITB No. 4756

Supplemental Residential Street Plowing Services

Bids Due: October 16, 2024 at 11:00 AM (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 two (2) pages.**

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 acknowledgment of receipt of this addendum may be considered nonconforming.

The following forms provided within the ITB document should 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 forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.

I. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB. Bidders are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Do we have to bid on all sections or can we bid on the ones we want?

Answer 1: It is best if you bid on the majority of the routes to provide flexibility within this contract. Routes are assigned based on solid waste collection and the services we are seeking with this contract are to allow us to get into residential neighborhoods as soon as possible.

Question 2: Will this be on-call work or will we be plowing every time there is 2" or more of snow?

Answer 2: This contract will typically be used when there is 4" of snow or more but may be used for lesser amounts. A lesser amount may be a storm that comes in really wet with single digits forecasted to come in afterwards necessitating plowing.

Question 3: Will we be able to set up a tentative start time for each plowing event prior to the storm with the person in charge? Or will we have to wait for them to call us in to start plowing each storm?

Answer 3: An anticipated start time will be scheduled ahead of time based on the forecast. It is however subject to change as the forecast changes.

Question 4: Will we need to go back to clear where cars were parked on the curb lines once they have moved later in the day? And if so are we able to bill for that service or is it considered part of the first plowing charge?

Answer 4: You will not be required to return to sections to plow where cars were parked. You will only be required to return to plow sections where you have not met minimum standards.

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



KBK LANDSCAPING INC.

Equipment list

- 3) CAT 906 LOADERS WITH 10' PLOWS
- 1) CAT 926 LOADER WITH 12' PLOW
- 4) F350 WITH 9'2" V PLOWS

9685 W. Michigan Ave
Saline MI 48176

PHONE 800 408- 0320
EMAIL Kris@kbklandscaping.com
WEB SITE www.kbklandscaping.com
