

**CITY OF ANN ARBOR
INVITATION TO BID**



**ANN ARBOR POLICE DEPARTMENT
PROPERTY/EVIDENCE ROOM
DECONTAMINATION AND CLEAN UP**

ITB No. 4182

Bid Responses Due: Monday, September 19, 2011 by 10:30 a.m. EST

Safety Services Area

CITY OF ANN ARBOR
301 E. Huron Street
Ann Arbor, Michigan 48104

SECTION 1

GENERAL INFORMATION AND INSTRUCTIONS

Invitation to Bid

The City of Ann Arbor is seeking the services of a contractor to provide decontamination and clean up of its property/evidence rooms in the Guy C. Larcom Building (City Hall), basement floor, 301 E. Huron St. and adjacent three storage trailers.

General

Work to be done under this Contract is described in the Statement of Work and bids must be submitted in accordance with the specifications in the document. Any bid that does not conform fully to these instructions may be rejected.

Issuing Office

The City of Ann Arbor Procurement Services Office has issued this Invitation to Bid. All contact regarding this ITB No. 4182 is to be directed to:

Property Officer
City of Ann Arbor
Ann Arbor Police Department
301 E. Huron St.
Ann Arbor, Michigan 48104

Email: rprovancher@a2gov.org

Contract Administration

Following the execution of the contract, all communications concerning the contract must be directed to:

Sgt. Laura Ouellette
Administrative Supervisor, AAPD
City of Ann Arbor
301 E. Huron St.
PO Box 8647
Ann Arbor, MI 48107-8647

Telephone: (734) 794-6900 ext. 49107
Fax: (734) 994-2927
E-Mail: louellette@a2gov.org

It shall be the responsibility of the Bidder to verify the completeness of the requirements, and any additional specifications released in subsequent ITB clarification addendum, and to include

in its response the equipment and services necessary to meet the total requirements of this solicitation.

Bid Submission, Evaluation and Award Schedule

Date	Activity
August 31, 2011	ITB Issued
September 13, 2011	Pre-Bid Meeting, and Walk Thru**
September 15, 2011	Deadline for Submittal of Requests for Clarification of ITB requirements
September 19, 2011	ITB Response Deadline
October 17, 2011	Vendor's Selection Submission for Approval (tentative)
October 24, 2011	Contract Services Start Date (tentative)

*This schedule is for informational purposes only, and is subject to change at the City's discretion.

**Walk-Thru confined to named facilities

Bid Submissions

Bids must be submitted in the bid format required. Sealed bids will be received by the City of Ann Arbor Procurement Services, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated, promptly after which bids will be publicly opened. Each bid must be enclosed in a sealed envelope, endorsed across one end: **ITB NO 4182 – AAPD Property Decon and Cleanup**

One original and two (2) copies of the Bid shall be submitted. The information included therein should be as concise as possible. To be considered each Bidder must submit a complete response to this ITB using the format found in Section 3 of this ITB. No other distribution of the bids is to be made by the Bidder. Legal Status of Bid Bidder and Contract Compliance Form must be completed and returned with the bid. An official authorized to bind the Bidder to its bid provisions must sign each bid copy in ink.

Bids must arrive on or before the time and date specified. Bids received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Bidder is responsible for the actual delivery of the bids to the City of Ann Arbor Procurement Services Office as of the deadline. Bidders agree to honor their bid for a period of one hundred twenty (120) days from the bid due date. All bids become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

All information in a Bidder's bid is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Michigan Freedom of Information Act).

The City accepts no financial responsibility for costs incurred by any Bidder in responding to this ITB. By responding to this ITB the Bidder agrees to hold the City harmless in connection with the release of any information contained in its bid.

Pre-Bid Meeting

A mandatory pre-bidders conference will be held on Tuesday, September 13, 2011, at 10:00 a.m. EST at the Guy C. Larcom Bldg. 3rd Floor Conference Room, 301 E. Huron St. Ann Arbor, Michigan. The purpose of this meeting is to discuss with the prospective vendors the bid specifications and to answer any questions or concerns. All vendors must bring with them proper PPE to be worn during the site visit (walk-through) of the Facilities. Rubber Glovers must be worn at all times while in the property/evidence rooms.

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 writing. Copies will be provided to all in attendance. It is mandatory that interested vendor attend this meeting. An agency may not bring more than two persons to the pre-bid meeting. It is strongly suggested that one of the two persons in attendance for an agency be the intended primary contact for the agency if the contract is awarded to that agency. The conference room meeting will be followed by a site visit to each existing facility. An overview of the property/evidence storage areas will be provided during the pre-bid meeting.

Access to Facilities will not be made available at any other time.

FAILURE TO ATTEND THE MEETING OR SIGN THE ITB NO.4182 ROSTER AT THE PRE-BID MEETING WILL AUTOMATICALLY DISQUALIFY A RESPONDENT FROM SUBMITTING A VALID BID. Any bid submitted by a party not attending or signing the roster at the pre-bid meeting will not be opened or considered.

Bid Clarifications

Should any prospective Bidder be in doubt as to the true meaning of any portion of this solicitation, or should the Bidder find any ambiguity, inconsistency, or omission therein, the Bidder shall make a written request for an official interpretation or correction. Such requests may be submitted during the bid cycle from the release date through the deadline specified and will only be accepted by e-mail to rprovancher@a2gov.org

All clarification request submissions must be received no later than September 15, 2011, 1:00 P.M. EST. The person making the request shall be held responsible for delivery and verification of receipt.

The City's staff will make such interpretation or correction, as well as any other additional provisions that the City may decide to include, whether in response or otherwise, only as a bid addendum. Staff will post the addendum on the BidNet web site. Any addendum issued by the City shall become part of this solicitation. Bidders should consider, and must include, issued addendums in preparing their bids. Only addenda duly issued by the City shall be binding. Any errors of omission based on non-inclusion of addenda specifications in any portion of the submittals shall not be the responsibility of the City.

The City does not warrant or guarantee the accuracy of the information provided within this ITB. Rather, it is providing the information for background purposes only, and not for any other purpose. Potential Bidders are not relieved of their responsibility to make personal investigations to determine the overall requirements, the work involved, and shall determine to its own satisfaction the conditions to be encountered, the nature of the environment, the difficulties involved, and all other factors affecting the work proposed pursuant to this Invitation to Bid.

Selection Criteria

All submissions shall be evaluated with the emphasis placed on the Bidder's ability to meet the City's requirements, the responsiveness of the bid, cost, and the specifications below. The City intends to enter into a relationship with a well-established Bidder whose service philosophy best serves the needs of the City and meets the requirements presented within this ITB.

Selection

The award will be to the lowest responsible total bid or in any manner deemed to be in the best interest of the City of Ann Arbor. The winning vendor will be issued a contract.

The City reserves the right to not consider any bid that it determines to be unresponsive and deficient in any of the information requested for evaluation. The City may contact references to verify material submitted by the Bidder. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this ITB, a portion of the scope, or a revised scope.

The City reserves the right to reject the low cost bid, if evaluation determines that to be in its best interest. Bids whose costs do not accurately represent a reasonable cost for the services being purchased may be automatically disqualified and rejected.

Compliance Requirements

Non-Discrimination by City Contractors

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council shall receive approval from the City prior to entering into a services agreement with the City. Said firms shall take actions to insure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the City concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the firm can reasonably be expected to recruit, the prospective contractor shall be accepted as having fulfilled the requirements of Chapter 112 of the Ann Arbor City Code for a period of twelve (12) months at which time the City will conduct another review. Other firms shall develop an equal opportunity

program in conjunction with the Human Resources Director or her designee. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

Living Wage Requirements

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance.

Independent Cost Determination

By submission of a bid, the Bidder certifies in connection with this bid: (a) It has arrived at the costs in the bid independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other bid Bidder or with any competitor; (b) Unless otherwise required by law, the costs which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other prospective Bidder or to any competitor.; and (c) No attempt has been made or shall be made by the bid Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that he/she is the person in the bid Bidder's organization responsible within that organization for the decision as to the fees being offered in the bid and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.

A bid will not be considered for award if the sense of the statement required in the Cost Analysis portion of the bid has been altered so as to delete or modify 1(a)-(c) above. If 1(b) has been modified or deleted, the bid will not be considered for award unless the Bidder furnishes with the bid a signed statement, which sets forth in detail the circumstances of the disclosure, and the City determines that such disclosure was not made for the purpose of restricting competition.

Contracted Services

The Submitter selected to conduct business with the City of Ann Arbor will be required to execute the standard Agreement with the City (a specimen copy is included with this bid as Appendix B). The City will not entertain requests to revise, amend, or change the language of the standard Agreement except where necessary to incorporate the scope of services and compensation for same as awarded. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the City's standard Agreement.

The Submitter selected to provide the services requested under this bid will be required to execute the contract shown in Appendix B within fifteen (15) days of the award of the contract and provide proof of insurance in accordance with the contract terms.

Reservation Rights

The City reserves the right 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.

The City reserves the right to request any additional information from the Bidder that may be deemed necessary for evaluation.

General Conditions

- A. 5% Bid Bond: A certified check or bank draft payable to the City of Ann Arbor, or a satisfactory bid bond executed by the bidder and a surety company in the amount equal to not less than five (5) percent of the annual bid amount.
- B. Performance/Labor/Material Bonds: The contractor will be required to furnish satisfactory performance/labor/material bonds in the amount of 100% of the bid price.
- C. Licenses/Certifications: Contractor shall have and maintain, at its cost, valid and appropriate licenses and certifications for the proposed work.
- D. Identification: Contractor shall require all his/her employees to wear an identification pass (showing picture of employee) in a prominent position.
- E. Access: Employee of Contractor will be provided access to Facilities only under the supervision of AAPD. A complete list of employees assigned to perform the work will be maintained by Contractor with a copy to the City.
- F. Contractor's Employees: There will be a pre-employment background check conducted by the contractor/employer of all personnel prior to them being employed on City Hall property. The contractor will be required to verify previous employers and references listed in the employment application
 - a. Contractor will have all employees bonded for any losses while employed and assigned to the City of Ann Arbor property.
 - b. 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.
 - c. It is assumed that 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 into the premises for so called "ON THE JOB" training.
- G. SECURITY: The following security standard should be used to determine whether or not an employee should be assigned to work in either Safety Services Area or other high security areas as designated by the City.

STANDARD

ASSIGNMENT RESTRICTION

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

May not be assigned to a high-security area

Any other criminal conviction

May be allowed to work in a high security area if the Facilities Supervisor is notified in advance and agrees to said assignment

The following information **MUST** be supplied to the City for each employee that will be assigned to clean any high-security area before they will be allowed to enter the area

- a. Employees Full Name
- b. Date of Birth
- c. Social Security Number
- d. Photo copy of Drivers License or Michigan ID card

H. NO RECORDING OR PHOTOGRAPHIC DOCUMENTATION BY VENDOR OF ANY OF THE FACILITIES (BEFORE, DURING OR AFTER) THE DECONTAMINATION PROCESS OR CLEAN-UP WILL BE ALLOWED. VIOLATION OF THIS RESTRICTION IS A MATERIAL BREACH OF THE BIDDING AND CONTRACT PROCESS AND WILL BE GROUNDS FOR DISQUALIFICATION OF ANY BID OR TERMINATION OF THE CONTRACT AWARDED.

Insurance

The Contractor shall procure and maintain during the life of this Contract, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- 1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes.
- 2. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. The City of Ann Arbor shall be an additional insured. Environmental liability and Pollution Coverage Required.
- 3. Crime Coverage insurance in an amount no less than \$1,000,000 covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, burglary and robbery. Such insurance shall name the City as loss payee.

All insurance required by this Bid 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.

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 documentation demonstrating it has obtained the above mentioned policies. 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. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. 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 to the Administering Unit at least ten days prior to the expiration date.

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 2

STATEMENT OF WORK

Comprehensive Services

The Bidder will be expected to meet or exceed all specification listed in this Section. Any alternative to the City specifications for service delivery proposed by the Bidder must be listed in detail and documented in the same manner as the called for in the City specification.

Bidders acknowledge and warrant in submission of their bid that it is made in conformity with the Invitation to Bid and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the ITB, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract evidenced by the issuance of a purchase order by the City, shall be binding after the signing of the contract unless incorporated in the contract. Return of the acknowledgment copy of a City purchase order or any other statement or writing of the Bidder shall not alter, add to, or otherwise affect these terms and conditions.

Contract Period

Contract will be effective upon receipt by selected vendor of a "Notice to Proceed" and shall remain in effect until satisfactory completion of all work. The City will issue a Purchase Order for work to be performed. Terms and Conditions of the Purchase Order are attached to this ITB as Appendix B. Its terms may not be altered, amended, supplemented or waived.

Detailed Specifications

Property/Evidence Room Clean up

Selected bidder will be required to develop a formal remediation plan for the Facilities. Attached as Appendix D is the "*Report of Recommendation for the Handling and Decontamination of Materials from the Evidence Rooms at the City of Ann Arbor Municipal Building*" prepared by Testing Engineers and Consultants, Inc., dated April 20, 2011. The *Report* is included as background information only. Applicable State and industry standards for Remediation are to followed at all times.

MINIMUM REQUIREMENTS

Operational needs in outside storage area:

- Dry out/decontaminate remaining wet property left in outside storage (you will need to detail how that will occur)
- Repackage once the dry out process is complete
- Move to new location in basement of Larcom
- Decontaminate remaining property that is not wet
- Repackage if necessary
- Move to new location in basement of Larcom
- Document every piece of property/evidence that is handled

Operational needs in the basement of Larcom:

- Move property to contaminated area
- Clean/decontaminate the large storage area in basement
- Decontaminate all property and relocate back to large storage area in basement
- Complete same in 2 other rooms in basement
- Document every piece of property/evidence that is handled
- New particle board on shelves or can it be cleaned and sealed?

On-Site Personnel – Conditions for Delivery:

Contractor's Personnel assigned to work at the Facilities shall comply with the following and the City shall have the right to:

- perform background checks on each individual involved in the process
- copy all drivers license and/or state ID cards of the individuals
- video document the handling of the property
- maintain AAPD Property personnel on-site at all times while Contractor personnel engaged in any aspect of the work
- comply with any cease and desist order issued by AAPD Property personnel if the integrity of the evidence is compromised by work being performed

Proper PPE equipment must be worn by both cleaning company and AAPD personnel supervising the clean up

SECTION 3

SUBMISSION REQUIREMENTS AND INFORMATION REQUIRED OF ALL BIDDERS

Format

Bids should be submitted using the following format:

Section 1: Bid Statement (format attached – Appendix A)

Section 2: Work Plan: This section should provide a narrative summary description of the work plan for decontamination and clean up of the Facilities (anticipated number of days, phases).

Section 3: Schedule: This section should include a project completion schedule including start and completion dates and other key dates as identified for action. The bid must include the time period by which this project will be initiated and completed.

Section 4: Overview of the Business and its Services – This section should give a summary of history of the business or organization, including years in operation, locations, size, and services. Include information regarding any pending or recent lawsuits, claims, or violation/citations against the organization, its officers or employees related to the work to be performed. If the bid is submitted by a lead organization on behalf of several partners, provide similar information for each partner.

Section 5: Qualifications: This section should include the full name and address of your organization or business and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is qualified to do business. This information shall be provided for all organizations participating in the development of the property. If the bid is submitted by a lead organization on behalf of several partners, list all key partners and their respective roles in the work plan. Identify the technical expertise, which make the organization(s) qualified for this work.

Section 6: References

Each Bidder shall submit a list of three (3) references of agencies to which they have provided similar services as work require in this bid. At least one reference should be a governmental agency. Reference must include the information listed below:

Reference Name	
Reference Point of Contact POC Job Title POC Phone # and e-mail address	
Date of Service	
Type of Service	
Number of Users/Sites at which Service was provided for Reference	

Any major difference between the Bidders' bid to the City and these references must be noted. Failure to list references with contacts will result in your submission being disqualified. The City reserves the right to contact any Company for which Bidder has provided services, whether listed or not.

Section 7: Additional Information

Include any other information that you believe to be pertinent but not specifically asked for elsewhere

Section 8: Bid Form

Appendices

Appendix A, Bidder Statement, and Appendix C, Bid Form, and Appendix D, Contract Compliance Forms, must be completed and returned with the bid. These elements should be included as attachments to the bid submission.

**APPENDIX A
BIDDER STATEMENT**

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

Ladies and Gentlemen:

The undersigned declares that this Bid is made in good faith, without fraud or collusion with any person or persons submitting a bid on the same Contract; that the undersigned has carefully read and examined the "Invitation to Bid" documents, including Information and Instructions, Scope of Work, Information Required, all Addenda (if any), and understands them. The undersigned declares that it is fully informed as to the nature of and the conditions relating to the terms of sale of the property. Further, the undersigned declares that it has extensive experience in successfully providing the services required under the specifications of this Invitation to Bid.

The undersigned 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 undersigned's own independent business judgment.

If the City accepts this Bid and the undersigned fails to contract and furnish the required insurance documentation within the time specified in the City's Notice to Proceed, then the undersigned shall be considered to have abandoned the Contract. 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.

COMPANY NAME*: _____
STREET/P. O. BOX: _____
CITY, STATE, AND ZIP CODE: _____
DATE: _____ TELEPHONE: _____
FAX: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME OF SIGNER: _____
TITLE OF SIGNER: _____

* NOTE: If the BIDDER is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If BIDDER is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If BIDDER is an individual, his/her signature shall be placed above.

APPENDIX B – PURCHASE ORDER TERMS AND CONDITIONS

1. This order is limited to the terms and conditions specified on the face and reverse of this document and any attachments. Buyer does not agree to any proposed addition, alteration, or deletion by vendor. These terms and conditions can be varied only by a writing signed by buyer. Any failure to return the acknowledgement copy of this order or any other statement or writing of vendor shall not alter, add to, or otherwise affect these terms and conditions.

2. Vendor may not assign this order or delegate any duties.

3. Time is of the essence to delivery and other performance required of vendor. The buyer's Area Administrator soliciting the goods, or his/her designee, may in writing grant additional time for delivery when the buyer is at fault or if he/she is satisfied the delay is beyond the control of the vendor.

4. In case of default of the vendor, the buyer may procure the articles or services from other sources and the vendor will be liable for increased costs or any other damages caused by the default.

5. Quantities specified in the order are not to be exceeded.

6. Unless otherwise specified all containers or reels shall become the property of the buyer.

7. Inspection of delivered goods will be made at the delivery point, materials must be properly packaged. Damaged material will not be accepted.

8. At the vendor's risk and expense, all rejected material, regardless of the reason for rejection, will be returned to the vendor.

9. Pricing is inclusive of applicable taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar, unless otherwise indicated on the face of this purchase order. All prices must be F.O.B. delivery point unless otherwise negotiated by the parties. The vendor shall prepay shipping charges and add same to invoice where specified purchase is negotiated F.O.B. shipping point.

10. Buyer is exempt from the provisions of the Robinson-Patman Act and from Federal Transportation and Excise Taxes and from State Sales Tax.

11. All claims for payment must be submitted in duplicate. Claims for partial deliveries must be so indicated. The buyer retains the right to verify all claims made for payment and reject all non-conforming goods or services within a reasonable period of time after delivery.

12. It is agreed that materials, goods, and services delivered shall comply with all applicable federal, state, or local laws, rules and regulations. All materials and supplies shall meet the requirements of OSHA and MIOSHA.

13. To induce buyer to deliver this purchase order and to consummate the contemplated purchase, vendor makes the following representations and warranties, all of which are material and all of which have been relied upon by buyer: (i) vendor warrants title to all goods sold and services supplied and that goods conform with bid/proposal and descriptions, as well as any drawings, specifications, samples or models furnished by buyer or furnished by vendor and approved by buyer; (ii) vendor agrees, and agrees to require its subcontractors to agree, not to discriminate against any 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 race, color, religion, national origin, age, sex, height, weight or marital status. Vendor also agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity; (iii) vendor agrees to procure and maintain in effect a policy or policies of, workers compensation and general liability insurance and such insurance coverage that may be required in the bid/proposal for the goods or services being provided, that protects itself and buyer from all claims for bodily injuries, death or property damage which may arise from or in connection with any goods supplied or vendor's performance of any activity undertaken in connection with this order; whether the acts were made by vendor or by any subcontractor or anyone employed by them directly or indirectly; (iv) vendor, to the fullest extent permitted by law, shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees arising from or in connection with any goods and services supplied, except to the extent caused by buyer's sole negligence. This indemnity shall survive delivery and acceptance of goods or services.

14. This agreement shall be construed, governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law.

APPENDIX C - BID FORM

NAME OF BIDDER _____
STREET ADDRESS _____
CITY, STATE, ZIP _____
TEL/FAX NO. E-mail: _____

We, the undersigned, will furnish all labor, materials, equipment, services, facilities and all other items required for the AAPD Property/Evidence Decontamination and Clean-Up as defined by ITB No. 4182 , its conditions and specifications for the **Base Bid** amount of:

_____ DOLLARS (\$)

BONDS

A **Bid Bond** (5% of bid amount) in the amount of \$ has **been attached** and forms part of this proposal. The method selected by the Bidder for the Bid Bond will be _____ .

A **Performance, Material and Labor Bond** will be furnished as indicated in the Invitation to Bid. The premium for the assurance of this project will be \$, and is part of the lump sum above.

ADDENDA

We acknowledge receipt of the following Addenda that are included in our bid:
Addendum No. _____ , Dated _____ Addendum No. _____ , Dated _____
Addendum No. _____ , Dated _____ Addendum No. _____ , Dated _____

PREPARATION OF BIDS

Bids shall be based upon these Instructions, the General and Supplemental Conditions (if applicable) and the Specification of ITB No.4182.

BID GUARANTEE

The price stated in this Bid is guaranteed for a period of not less than one-hundred twenty (120) days, and, if authorized to proceed within that period, we agree to complete the work covered by this bid at said price.

INFORMATION REQUIRED

NAME OF BIDDER
SIGNED BY

SIGNED BY

_____ TITLE DATE

HOME OFFICE ADDRESS OF BIDDER



Testing Engineers & Consultants, Inc.

3985 Varsity Drive • Ann Arbor, Michigan 48108

(734) 971-0030 or (313) T-E-S-T-I-N-G

Fax (734) 971-3721

TEC Report Number: 51316-03

Date Issued: April 20, 2011

Mr. Robert Cariano
City of Ann Arbor
100 North Fifth Avenue
P.O. Box 8647
Ann Arbor, MI 48107-8647

Re: Report of Recommendations for the handling and decontamination of materials from the evidence room at the City of Ann Arbor Municipal Building; Ann Arbor, MI.

Dear Mr. Cariano:

Introduction/Background

Testing Engineers and Consultants (TEC) was requested by the City of Ann Arbor to assess and provide recommendations to items contaminated by fungal growth within the evidence room at the City of Ann Arbor Municipal Building. Mr. Steven Cretsinger of TEC conducted a site visit with Mr. Cariano on Friday, April 15, 2011. The visit encompassed a walkthrough of the three “new” evidence rooms within the newly reconstructed Municipal Building and the existing “old” evidence locker room located in the covered parking lot on the East side of the building. Two representatives from the police department accompanied us during the walkthrough. The two representative provided information on the procedure currently being utilized to decontaminate and store items from the “old” evidence room. Also provided to TEC was an email chain that included recommendations from Coach’s Restoration Services. This email provided recommendation on how to handle the fungal contaminated items within the “old” evidence room.

Site Walkthrough

Inspection of items within the “new” evidence rooms was based on a two phase decontamination process in place by the police department. One room was used to store the items as they were dried with electric blowers while a dehumidifier was in continual operation within the room. Once dry the items were transferred to the corresponding “new” evidence locker. Items observed were mainly wrapped in a paper/cellulose material for inclusion into the evidence lockers. These items showed little to no signs of fungal growth upon inspection.

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The investigation of the “old” evidence locker included multiple areas within the locker that had been subjected to water and in many cases saturated allowing for an optimum environment for fungal growth. Fungal growth was visible on the majority of paper/cellulose encased items in multiple areas of the locker.

Recommendations

TEC recommends that decontamination efforts be employed by individuals who are proficient in personal protection equipment, decontamination procedures, and handling/disposal of contaminated items from this room. Although regulatory requirements do not extend to fungal/mold remediation, best industry practice and established guidelines would necessitate respiratory protection, level C PPE with gloves, established decontamination procedures, and isolation of this area to non-qualified personnel.

Decontamination Strategy

TEC was asked to provide a strategy for decontaminating items within the evidence lockers. This process is based on principles set forth within the established New York Guidelines for Mold Remediation. This outline is a basis for a remediation plan and should not be used as a specification for mold remediation activities.

“New Evidence Lockers”

1. The current items in the “new” evidence lockers should undergo an initial sanitation and wipe down procedure. This process would involve moving all items from one of the rooms and establish a clean zone. Decontaminating the room, once empty, should entail HEPA vacuums and wiping down all horizontal surfaces with a sanitized wipe. Once the room is clean all items moved into this area should undergo decontamination processes which include HEPA vacuuming and wiping with a sanitized wipe prior to entering the clean room.
2. This process should be repeated until all rooms have been emptied, sanitized and then restocked with decontaminated items.

“Old Evidence Locker”

1. Sorting of Items into the following categories:
 - a. Non paper/cellulose materials that can be easily decontaminated
 - b. Items with minor fungal contamination
 - c. Items that will need to be rewrapped do to gross contamination
 - d. Items that can be disposed of as general refuse
2. Decontaminate utilizing methods above for all Items in Category A and move to the “new” evidence locker for inclusion into evidence
3. Decontaminate utilizing methods above for all Items in Category B and move to the “new” evidence locker for inclusion into evidence
4. Items in Category C should be unwrapped and assessed. If decontamination is possible then rewrap, label, and move to storage phase. If unable to decontaminate and retention is necessary

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then double bag the item in leak tight plastic clear bags and then rewrap, label, and move to storage phase.

5. All items in Category D should be placed in plastic bags and disposed of as general refuse if applicable.
6. Inspection of the "old" evidence locker should take place to determine if shelving can be salvaged or if remediation is possible. Dispose of unwanted materials within the area, sanitize, and clean utilizing methods from above.

Conclusion

Based on the walkthrough of the area and visible signs of fungal growth it is recommended that qualified/trained personnel conduct the remediation activities. The development of a formal remediation plan is also recommended. TEC would concur that the information provided by Coach's Restoration Services should be followed.

We are pleased to provide this service. Should you have any questions regarding this report or require additional information, please contact this office at your convenience.

Respectfully Yours,

TESTING ENGINEERS & CONSULTANTS, INC.



Steven K. Cretsinger
Senior Environmental Health & Safety Consultant

SKC/skc
Enclosure

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 employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2011.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:

Procurement Office City of Ann Arbor
Phone: 734/794-6576 Fax:734/994-1795

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→ RATE EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.83 per hour

if the employer provides health
care benefits*

\$13.19 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:
Procurement**

klancaster@a2gov.org LW-1