

CITY OF ANN ARBOR

INVITATION TO BID



Larcom Light Fixtures

ITB # 4319

Due Date: Tuesday, February 11, 2014 by 10:00 AM (Local Time)

Fleet and Facility Services Unit, Public Services Area
Administering Service Unit

Issued By:

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

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ADVERTISEMENT TO BID
CITY OF ANN ARBOR
LARCOM LIGHT FIXTURES
ITB # 4319

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 E. Huron Street, c/o Customer Service, First (1st) Floor, Guy Larcom City Hall, on or before Tuesday, February 11, 2014 at 10:00 AM (Local Time) for the Larcom Light Fixtures purchase. Bids will be publicly opened and read aloud at this time.

Work includes supplying light fixtures and related accessories, including shipping & delivery, to be used for lighting replacements on renovated floors of the Guy C. Larcom City Hall building.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.a2gov.org.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of forty-five (45) days.

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.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6500

CITY OF ANN ARBOR PROCUREMENT UNIT

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of light fixtures and related accessories as specified in this document. Light fixtures specified in this bid are limited to the brand listed. Substitutions or "equivalents" will not be considered as the City is standardizing its fixtures to minimize replacements, inventory and maintenance expense.

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 "Bid Forms" provided with each blank properly filled in. Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. If forms are not fully completed it may disqualify the bid.

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 Monday, February 3, 2014 by 4:00 p.m. and should be addressed as follows:

Specification questions emailed to mjkulhanek@a2gov.org

Bid Process and HR Compliance questions emailed to Klancaster@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 Matthew Kulhanek, Fleet & Facilities Manager, at mjkulhanek@a2gov.org as soon after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Tuesday, February 11, 2014 at 10:00 a.m. (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 one (1) Bid copy in a sealed envelope clearly marked: **ITB 4319 – Larcom Light Fixtures.**

Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit
c/o Customer Service, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded on due date and time or shortly thereafter. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 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 will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Purchase Order to the lowest responsible Bidder. In comparing Bids, the City will give consideration to alternate Bids for items/requirements listed in the bid forms and . may utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder.

NOTE: If cost exceeds \$10,000.00 award will require Human Rights approval and if it exceeds \$25,000.00 it will require City Council approval.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth on a separate page marked as "Alternate Section" of Bid form.

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 considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. 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

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.

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.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of forty five (45) days.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a Purchase Order with the City. The liability of the City is limited to the terms and conditions outlined on the Purchase Order. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Human Rights Compliance Requirement

Ann Arbor City Ordinance requires the selected Bidder take affirmative action to insure 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 race, national origin or sex

. To establish compliance with the City ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance forms or an acceptable equivalent. (See Attachment A) In the event Human Rights forms are not submitted with the bid, the bidder will have twenty-four (24) hours to provide once requested by the City.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached as Attachment B.

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

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

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 vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee who's decision shall be final.

Vendor's Responsibility

The basic unit and all required components shall be compatible and are recommended for use in combination by the manufacturer. It shall be the vendor's responsibility to insure that all components operate according to manufacturer's recommendations in regard to operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the specifications.

Failure To Fulfill Guarantee:

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "detailed specifications."

Inspection:

Any materials, workmanship, or equipment, which may be discovered to be defective within the guarantee period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the manufacturer of the truck chassis and/or the equipment manufacturer.

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 Advertisement, Human Rights Division Contract Compliance Forms, Conflict of Interest Disclosure Form, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and understands them. The Bidder also declares that it has extensive experience in supplying light fixtures similar to those specified.

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 supply the products in strict accordance with all terms of this Bid for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses 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 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 Bond and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

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

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods in accordance with the bid.

SIGNED THIS _____ DAY OF _____, 2014.

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the others.)

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.

*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 with the county of _____, whose members are (list names and the street and mailing address of each):

An individual, whose signature with address, is affixed to this Bid.

Signature(Date: _____

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

BID FORM 1

Light Fixtures and Related Accessories – Please indicate the requested information for each component listed below. Bids will only be considered for the specific products listed, equivalents will not be considered. Quantity variation by +/- 10% must be at the same unit price.

Ln.	Qty.	Mfg.	Part Number	Description	Price ea.	Ext. Price
1	123	MET	MET2RDI228T5RPUNVL5835	METALUX 2RDI-228T5RP-UNV-L5835-EBT1-U (4) EQ-CLIP-U 2X4 2 LAMP T5 STD ELECTRONIC BALLAST UNITS FOR OPEN OFFICE AREAS		
2	24	MET	MET2RDI228T5RPUNVL5835	METALUX 2RDI-228T5RP-UNV-L5835-AD-IZT2 S28-D-U (4) EQ-CLIP-U 2X4 2 LAMP DIMMABLE TROFFERS FOR NEAR WINDOWS (DAYLIGHT HARVEST CONTROL) AND CONFERENCE ROOMS		
3	2	CCT	DAHDLCPDDIM	DAY LIGHT DLC-PD-DIM DAY LIGHT PHOTO SENSOR FOR DAY LIGHT HARVEST CONTROLS OF THE ABOVE UNITS		
4	56	MFIX	PORCD6142E6CH1421LIHB	MFIX CD6142E 6CH1421LI HB26 Z132P35 (HAL.POR) 6" SINGLE LAMP CFL DOWN LIGHT 32 WATT TRIPLE TUBE LAMP INCLUDED.		
5	147	MET	MET27FC122G13	METALUX 13 FT SINGLE CIRCUIT MODULAR FLEX WHIP. MOUNTS ON TO FIXTURE		
6	15	MET	MET27ST122G	METALUX STARTER PIECE. FITS ½ INCH KO OF HOME RUN J-BOX OR SWITCH LEG BOX. (1) REQUIRED FOR EVERY CIRCUIT.		
				SHIPPING/DELIVERY:		
				GRAND TOTAL:		

TOTAL BID \$ _____

CERTIFICATION: We hereby certify that unless otherwise stated, all materials in the bid are new, in unused condition and will meet or exceed your specifications in every respect.

Company

Authorized Representative's Signature

Printed Name

BID FORM 2
Delivery

DELIVERY: Delivery of the light fixtures and related accessories is desired as soon as possible. At a minimum, the materials must be delivered within 28 calendar days after receipt of purchase order.

_____ We can meet delivery schedule.

_____ We cannot meet the above delivery schedule, but we offer the following:

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

DELIVERY LOCATION: The light fixtures and related accessories as specified should be delivered, freight prepaid, to the following location:

City of Ann Arbor
Fleet & Facilities Unit
301 E. Huron Street
Ann Arbor, MI 48104

ATTACHMENT A - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation.**
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
(734) 794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)													
	Male						Female						TOTAL COLUMNS A-L	
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native		
A	B	C	D	E	F	G	H	I	J	K	L			
Exec/Sr. Level Officials														
Supervisors														
Professionals														
Technicians														
Sales														
Admin. Support														
Craftspeople														
Operatives														
Service Workers														
Laborers/Helper														
Apprentices														
Other														
TOTAL														
PREVIOUS YEAR TOTAL														

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____

(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-L
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

ATTACHMENT B



Vendor Conflict of Interest Disclosure Form
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All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor’s conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	() Relationship to employee _____ () Interest in vendor’s company _____ () Other _____

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
---	------	--

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

Appendix A – Purchase Order Terms and Conditions

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:

Tax Exemption: The City of Ann Arbor is tax exempt, ID# 38-6004534.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

Laws Governing: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and City Ordinance Chapter 112, Section 9:161.

Indemnification: To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices for goods and services shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.