

CITY OF ANN ARBOR

INVITATION TO BID



Janitorial Services-WWTP

ITB NO. 4304

Bid Responses Due: Monday, September 30, 2013 by 2:00pm

Public Services Area/Wastewater Treatment Plant
Administering Service Area/Unit

Issued By
CITY OF ANN ARBOR
Larcom City Hall
301 E. Huron St.
Ann Arbor, MI 48104

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ADVERTISEMENT
FOR THE
JANITORIAL SERVICES – WWTP
CITY OF ANN ARBOR

BID NO. ITB-4304

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, Fifth Floor, Larcom City Hall, on or before Monday, September 30, 2013 by 2:00 P.M. (Local Time) for janitorial services for the City Wastewater Treatment Plan at 49 Old Dixboro Rd., Ann Arbor, Michigan 48105. Bids will be publically opened and read aloud at this time.

A mandatory pre-bid meeting and walk through will be held September 13, 2013 at 9:00 A.M. (Local Time) in the Temporary Storage Building at the Wastewater Treatment Plant, 49 Old Dixboro Rd., Ann Arbor, MI 48105.

Bid documents, specifications, and addenda, shall be downloaded by bidders at either of the following websites: Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor Purchasing website: www.A2gov.org. It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total annual 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.

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the annual bid price and satisfactory insurance coverage.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. The successful Bidder may also be required to comply with Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents.

After the time of opening, no Bid may be withdrawn for a period of 90 days.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 on bid documents may be obtained from the Procurement Office, (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

SECTION 1

GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

Invitation to Bid

The City of Ann Arbor is seeking the services of a contractor to provide janitorial services for the City's Wastewater Treatment Plant (WWTP), 49 Old Dixboro Rd., Ann Arbor, MI 48105.

The WWTP is in the process of rebuilding many of the wastewater treatment process buildings and the plant's Administration Building. This Invitation To Bid (ITB) will result in an abbreviated contract that will be rebid as soon as practical after the new Administration Building is occupied. Construction of the new Administration Building is expected to be complete by July 2015 and operational within a few months thereafter.

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.

Bidders are advised that 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.

Mandatory Pre-Bid Meeting and Walk Thru

A mandatory pre-bidders meeting and walk thru will be held on September 13th, at 9:00 am in the Temporary Storage Building at the Wastewater Treatment Plant, 49 Old Dixboro Rd., Ann Arbor, MI 48105. The purpose of this meeting is to discuss with the prospective vendors the bid specifications and to answer questions or concerns relevant to the ITB. **Please note that vendor parking will not be available on site.** There is on-street parking along Old Dixboro Rd.

The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Services Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in writing. Copies will be posted online at the BidNet.com web site.

An agency may not bring more than two persons to the pre-bid meeting. It is strongly suggested that one of the two people 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 facility walk thru. Access to the WWTP will not be made available at any other time.

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 Page Numbers ITB 1-3 and on the "Bid Forms" provided with each blank properly filled in. 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 of 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 1:00 P.M. (Local Time), Monday, September 16, 2013 and should be addressed as follows:

Specifications/Scope of Work questions emailed to Ed Sajewski at esajewski@a2gov.org

Bid Process and HR Compliance questions email to Karen Lancaster at KLancaster@a2gov.org

The person making the request shall be held responsible for delivery and verification of receipt.

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Ed Sajewski, Contract/Project Services Manager at esajewski@a2gov.org after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

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

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

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

Bid Submission, Evaluation and Award Schedule*

Date	Activity
September 6, 2013	ITB Issued
September 13, 2013	Pre-Bid Meeting, and Walk Thru
September 16, 2013	Deadline for Submittal of Requests for Clarification of ITB requirements
September 30, 2013	ITB Response Deadline
November 18, 2013	Vendor's Selection Submission to City Council for Approval

January 2, 2014	Contract Services Start Date
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*This schedule is for informational purposes only, and is subject to change at the City's discretion.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Monday, September 30, 2013 by 2:00 P.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 two (2) Bid copies in a sealed envelope clearly marked: **ITB 4304 – Janitorial Services - WWTP.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

By submitting a Bid, Bidders agree to honor their bid for a period of one hundred twenty (120) days from the bid due date.

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excepting Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City will award the bid to the responsive and responsible bidder who best meet the City's requirements and who offer the most advantageous combination of low price and highest qualifications for the criteria described in this ITB document. The work may not be awarded to the lowest bidder.

The City will evaluate Bids based on cost as well as experience. The City may contact references to verify material submitted by the Bidder.

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. **Contractors that have not included the required list of references on the Bid Form provided may have their bid rejected.**

Contracted Services; Term

The bidder 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 A). within ten (10) days of the award of the contract and provide proof of insurance in accordance with the contract terms (See Appendix A, Exhibit 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. Bidders must base their bid on the assumption that, if selected, they will execute the City's standard Agreement.

The Contract will be effective upon signing of the Contract agreement on or about January 2, 2014 through June 30, 2015. The City shall have the right to renew the contract for an one-year period provided that forty-five days prior to the date of termination for the respective term of the contract, the City notifies the contractor of its intent to renew the contract. Renewal shall be on the same terms and conditions as the original contract.

The City also reserves the right to extend the contract on a month-to-month basis for a period not to exceed six-months from the date of the initial term termination date. Any such extension shall be on the same terms and conditions as the original contract and not subject to pricing adjustments. Please note that the City of Ann Arbor will not utilize this clause for a lengthy renewal. This clause will only be used to allow for revising specifications, bidding, and awarding new contracts.

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

Subcontractors

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

Official Documents

The City of Ann Arbor shall accept no alternates to the bid documents made by the Bidder unless those alternatives are set forth in the "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 Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

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 equal to 5% of the annual bid amount.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 90 days specified in the Advertisement.

Human Rights Information

The City's standard Services Agreement, outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms (Attachment C). In the event Human Rights forms are not submitted with the bid, a bidder will have 24 hours to provide once requested by the City.

Living Wage Information

All bidders 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, 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. Bidders agree to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code. The Declaration of Living Wage form (Attachment D) should be submitted with the bid. In the event it is not, a bidder will have 24 hours from the City's request to return the completed form.

Performance and Labor and Materials Bonds

The successful Bidder will be required to furnish satisfactory performance and labor and material bonds in the amount of 100% of the annual bid price

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the

bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

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.

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

SECTION 2

STATEMENT OF WORK

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 called for in the City specification.

Bidders acknowledge and warrant in submission of their bid that it is made in conformity with the ITB 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.

General Conditions

- A. Performance/Labor/Material Bonds The contractor will be required to furnish satisfactory performance/labor/material bonds in the amount of 100% of the annual bid price for locations awarded. Bonds to be renewed annually.
- B. Identification Contractor shall require all his/her employees to wear an identification pass (showing picture of employee) in a prominent position.
- C. Access Any employee of Contractor provided access (e.g. keys/access codes or devices) shall be responsible for their security and shall be required to return them at termination of their employment or the termination of the contract, whichever comes first. No access device may be duplicated. A complete list of employees' assigned access will be maintained by Contractor with a copy to the City. On termination of the contract, Contractor shall return all access devices. Failure to do so will result in a deduction from Contractor's final payment.
- D. 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 properties. The contractor will be required to verify previous employers and references listed in the employment application
 - a. Contractor will have all janitorial employees bonded for any losses while employed and assigned to the City of Ann Arbor properties
 - 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.
 - d. Employees of the contractor will eat and take work breaks in designated areas, and will not be allowed to eat in offices
 - e. Employees of the contractor will not use telephones, for personal use. The City of Ann Arbor will charge back all long distance charges for calls made by the contractor's employees and/or dismissed employees.

E. SECURITY The following security standard should be used to determine whether or not an employee should be assigned to work in high security areas as designated by the City.

<u>STANDARD</u>	<u>ASSIGNMENT RESTRICTION</u>
Any Felony or Misdemeanor Conviction involving theft, murder or assault in the last five years.	May <u>not</u> 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

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. Photo copy of Drivers License or Michigan ID card

F. MISSED WORK ASSIGNMENTS The City reserves the right to allow for immediate call back for missed work assignments, or forgotten areas.

G. INSURANCE Insurance requirements for this contract are listed in Exhibit B to the City's standard Services Agreement (Appendix A). Bidders are specifically advised that Crime Coverage insurance in an amount no less than \$1,000 covering against loss of money, securities, or other property which may result from employee dishonesty, forgery or alteration, theft, disappearance, and destruction, computer fraud, burglary and robbery. Such insurance shall name the City as loss payee.

Standard Specifications

Contractor shall furnish trash liners and cleaning supplies necessary for the performance of their work. Items such as paper goods, hand soap, sanitary napkin, paper towel dispensers, etc. will be supplied by the WWTP. Any items supplied by contractor will be stored on-site in a designated area only. The following equipment must be kept on-site for each area. One - 44 gallon rolling trash container, one mop bucket with wringer, one wet mop, one dust mop, one broom, one dustpan, and industrial grade vacuum (only on floors with carpeting). One high-speed buffer (minimum 22") must be either kept at the Solids Handling Building or available for use here on short notice.

It will be the contractor's responsibility to present to the Contract Administrator for each location, a list of items to be ordered by the City at the beginning of each month. The City will not be responsible for paper goods, hand soap, sanitary napkin, paper towel dispensers purchased without the prior approval of the Contract Administrator.

All materials and equipment furnished by the contractor shall meet or exceed the requirements of applicable City, State and Federal codes, ordinances, laws and regulations. If the contractor shall furnish any supplies or equipment contrary to such codes, ordinances, laws and regulations, he/she shall assume full responsibility therefore and shall bear all costs attributed thereto.

Contractor and his/her employees will report hazardous conditions and items in need of repair (including dead lights, leaks, toilet stoppages, etc.) to the Contract Administrator or authorized representative. A reporting procedure to be mutually agreed upon by Contractor and Contract Administrator will be decided within one week of award of contract.

The Contractor will be required to perform all duties related thereto at no extra cost provided that the scope of the contract is not expanded beyond janitorial services outlined in the bid documents.

The Contractor's on site supervisor shall meet with the city's representative for a walk-through at least once a month to check performance and resolve any problems.

The Contractor is required to re-secure any locked area after cleaning.

The Contractor will not be required to provide janitorial services, excluding emergency service, on City of Ann Arbor recognized holidays identified in Appendix G.

Detailed Specifications

I. TEMPORARY ADMINISTRATION COMPLEX - APPROXIMATELY 6480 sq.ft.

AREA I – TEMPORARY ADMINISTRATION TRAILER (INCLUDES ALL LAVATORIES)

SERVICE SIX DAYS PER WEEK (Monday - Saturday)

1. Empty and clean all waste receptacles
2. Dust mop floor areas with treated cloths
3. Clean and disinfect all drinking fountains and door knobs
4. Dust all office furniture completely. Dust all lamps, windowsills, ledges, door moldings and handrails
5. Remove paper, rubbish and debris to designated areas using plastic bags furnished by the janitorial service contractor
6. Desk or tables covered with papers, blueprints, etc. are not to be touched, so as to prevent misplacement or loss
7. Sweep then wet mop "traffic" areas and stairs as needed
8. Spot clean all door glass
9. Vacuum clean all carpeted areas
10. Spray buff all floor areas - re-wax as necessary
11. Sweep daily
12. Clean and sanitize toilet bowl, urinals, and wash sink
13. Clean and polish all wall and cabinet mirrors
14. Replenish towel, toilet tissue, and hand soap from owners stock

MONTHLY

1. Vacuum clean upholstered furniture
2. Wash wastebaskets
3. Spot clean carpet monthly or as necessary
4. Wash/clean glass on windows, doors, and equipment

AREA II – TEMPORARY LOCKERROOM TRAILER

ALL AREAS IN THE LOCKERROOM TRAILER (INCLUDES ALL LAVATORIES)

SIX DAYS PER WEEK (Monday - Saturday)

1. Sweep then mop clean and disinfect all tile floors
2. Spot clean ceramic tile walls and toilet partitions
3. Clean and polish all wall and cabinet mirrors
4. Clean and sanitize toilet bowl, urinals, and wash sinks
5. Replenish towel, toilet tissue, and hand soap from owners stock
6. Empty and clean all waste receptacles
7. Dust tops of lockers and clean as required
8. Clean shower drains, and disinfect shower floor
9. Scrub shower room floors and walls (once per week)

AREA IIIa – TEMPORARY STORAGE TRAILER
OFFICE AREAS IN THE STORAGE TRAILER (INCLUDES ALL LAVATORIES)

SERVICE SIX DAYS PER WEEK (Monday - Saturday)

1. Sweep
2. Empty and clean all waste receptacles
3. Dust mop floor areas with treated cloths
4. Clean and disinfect all drinking fountains and door knobs
5. Dust all office furniture completely. Dust all lamps, windowsills, ledges, door moldings and handrails
6. Remove paper, rubbish and debris to designated areas using plastic bags furnished by the janitorial service contractor
7. Desk or tables covered with papers, blueprints, etc. are not to be touched, so as to prevent misplacement or loss
8. Sweep then wet mop "traffic" areas and stairs as needed
9. Spot clean all door glass
10. Vacuum clean all carpeted areas
11. Spray buff all floor areas - re-wax as necessary
12. Clean and sanitize toilet bowl, urinals, and wash sink
13. Clean and polish all wall and cabinet mirrors
14. Replenish towel, toilet tissue, and hand soap from owners stock

AREA IIIb - STORAGE AREAS IN THE TEMPORARY STORAGE TRAILER

MONTHLY

1. Sweep
2. Empty and clean all waste receptacles
3. Vacuum clean carpeted areas
4. Sweep then wet mop "traffic" areas as needed

II. SOLIDS HANDLING BUILDING - APPROXIMATELY 3997 sq.ft.

AREA I - THIRD FLOOR CONTROL ROOM

SERVICE SIX DAYS PER WEEK (Monday - Saturday)

1. Sweep or dust mop floor areas with treated cloths daily
2. Empty all wastebaskets
3. Sweep then wet mop "traffic" areas as needed
4. Dust all office furniture
5. Dust lamps, window ledges, door moldings, handrails, consoles, cabinets, etc.
6. Remove paper, rubbish, and debris to designated areas using plastic bags, furnished by janitorial service contractor
7. Desks covered with papers, blueprints, chemicals, etc. are not to be disturbed, so as to prevent misplacement or loss
8. Spot clean office door glass

MONTHLY

1. Vacuum clean upholstered furniture
2. Wash wastebaskets
3. Wash/clean glass on windows, doors, and equipment

4. Clean sinks and counter tops in lunch area
5. Wash all tabletops
6. Sweep, mop clean and buff terrazzo floor

AREA II - CREW / LUNCH ROOM

SERVICE SIX DAYS PER WEEK (Monday - Saturday)

1. Sweep or dust mop floor areas with treated cloths daily
2. Empty all wastebaskets
3. Wet mop "traffic" areas as needed
4. Spot clean office door glass
5. Remove paper, rubbish, and debris to designated areas using plastic bags, furnished by janitorial service contractor

MONTHLY

1. Wash wastebaskets
2. Clean sinks and counter tops in lunch area
3. Wash all tabletops
4. Sweep, mop clean and buff terrazzo floor

AREA III - THIRD FLOOR LOCKER ROOMS

SERVICE THREE DAYS PER WEEK (Monday, Wednesday, Friday)

1. Mop clean and disinfect all tile floors
2. Spot clean ceramic tile walls and toilet partitions
3. Clean polish all wall and cabinet mirrors
4. Clean and sanitize toilet bowl, urinals, and wash sinks
5. Replenish towel, toilet bowl, urinals, and wash sinks
6. Empty and clean all waste receptacles
7. Dust tops of lockers and clean as required
8. Remove hair from shower drains, and disinfect shower floor
9. Scrub shower room floors and walls (quarterly)

AREA IV - ECST ROOM

SERVICE THREE DAYS PER WEEK (Tuesday, Thursday, Saturday)

1. Empty all wastebaskets
2. Sweep or dust mop floor areas with treated cloths
3. Dust all office furniture
4. Spot clean office door glass
5. Dust lamps, window ledges, door moldings, handrails, consoles, cabinets, etc.
6. Remove paper, rubbish, and debris to designated areas using plastic bags, furnished by janitorial service contractor
7. Desks covered with papers, blueprints, chemicals, etc. are not to be disturbed, so as to prevent misplacement or loss

MONTHLY

1. Vacuum clean upholstered furniture
2. Wash wastebaskets

3. Wash/clean glass on windows, doors, and equipment
4. Wash all tabletops

AREA V - ECST LOCKER & WASH ROOMS

SERVICE THREE DAYS PER WEEK (Tuesday, Thursday, Saturday)

1. Mop clean and disinfect all tile floors
2. Spot clean ceramic tile walls and toilet partitions
3. Clean polish all wall and cabinet mirrors
4. Clean and sanitize toilet bowl, urinals, and wash sinks
5. Replenish towel, toilet bowl, urinals, and wash sinks
6. Empty and clean all waste receptacles
7. Dust tops of lockers and clean as required
8. Disinfect shower floor
9. Scrub shower room floors and walls (quarterly)

<u>ESTIMATED SQUARE FOOTAGE TO BE CLEANED</u>	<u>SQUARE FEET</u>
I. TEMPORARY ADMINISTRATION COMPLEX:	
TEMPRORARY ADMINISTRATION TRAILER	3600
TEMPRORARY LOCKERROOM TRAILER	1440
TEMPRORARY STORAGE TRAILER	1440
II. SOLIDS HANDLING BUILDING:	
THIRD FLOOR CONTROL ROOM	1020
CREW / LUNCH ROOM	400
THIRD FLOOR LOCKER ROOMS	765
ECST ROOM	1650
ECST LOCKER & WASH ROOMS	162

SECTION 3

INFORMATION REQUIRED FROM ALL BIDDERS

Format

Bids should be submitted using the following format:

Section 1: Bid Statement and Bid Quotation Sheet (format attached – Attachment A)

Section 2: Company Information

Section 3: References

Section 4: Attachments

To be considered responsive to this ITB, Bidder must provide all of the information requested. The specifications within the ITB represent the minimum performance necessary for response.

The following Section describes the minimum information that should be included in each of the bid sections specified:

Section 1: Bid Statement and Bid Quotation Sheet

Each bidder shall complete and submit the bid documents found in Attachment A.

Section 2: Company Information

Each bidder shall supply the following information on its Company

Company Name

Main Office Address and the address of office performing work (if different).

Name and phone for Contract Administrator

Number of employees

Years in Business

In addition each bidder shall complete and return with their bid Attachment B, Legal Status of Bidder form.

Section 3: 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

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 4: Attachments

All of the following Attachments must be completed and returned with the bid.

- Attachment A: Bid Statement and Quote Sheet
- Attachment B: Legal Status of Bidder
- Attachment C: Contract Compliance Forms 1 & 2
- Attachment D: Declaration of Living Wage

ATTACHMENT A

BID 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, Statement of Work, Information Required, all Addenda (if any), and understands them. 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 insurance documentation within five working days after award, 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:
TAX IDENTIFICATION:

AUTHORIZED SIGNATURE:
PRINTED NAME OF SIGNER:
TITLE OF SIGNER:
EMAIL 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 signature shall be placed above.

ATTACHMENT A

BID QUOTATION

QUOTATION: We hereby offer to furnish labor, supervision, material and equipment in conformance with Wastewater Treatment Plant specifications as follows:

1. TEMPORARY ADMINISTRATION COMPLEX - service as specified

PER MONTH \$_____ X 12 = \$_____ Per Year

PER SQUARE FOOT \$_____

2. SOLIDS HANDLING BUILDING - service as specified.

PER MONTH \$_____ X 12 = \$_____ Per Year

PER SQUARE FOOT \$_____

TOTAL COST of One Year Service (1+ 2) \$_____ Per Year

***Note 1/12 of the above quote for total cost for per year services will be used as the per month cost for any month services are provided beyond the initial 1-yr period quoted above.**

PLEASE CHECK: We have read the attached specifications, specimen contract, bond and insurance requirements thoroughly.

Yes No

All exceptions to the attached specifications are properly outlined.

Yes No

CERTIFICATION: We hereby certify that Services provided will meet or exceed the ITB 4304 JANITORIAL SERVICES – WWTP specifications in every respect.

Authorized representative's signature

Printed Name

ATTACHMENT B
LEGAL STATUS OF BIDDER

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

By signing below the authorized representative of the Bidder hereby certifies that:

Bidder 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 proposal, is authorized to execute contracts on behalf of respondent.*

*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 (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this Invitation to Bid.

Date _____, 2013

Authorized Representative

**Attachment C
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
734/794-6500

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 PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address _____ Phone # _____
(Street address) (City) (State) (Zip) County (Area Code)
 Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	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	
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 PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address _____ (Street address) _____ (City) _____ (State) _____ (Zip) _____ County _____ Phone # _____ (Area Code)
 Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L	
	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		
	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														

1/12

Questions about this form? Call Procurement Office: (734) 794-6576

AAF-2

**ATTACHMENT D
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 \$12.52/hour when health care is provided, or no less than \$13.96/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 2013.
- 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: 734/794-6500

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour

If the employer provides health care benefits*

\$13.96 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
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

APPENDIX A

SPECIMEN STANDARD CITY CONTRACT

The following attachment is a specimen contract agreement for the services identified in this Request for Proposal. The Selected Submitter will be required to execute a contract containing the terms and conditions of the specimen contract except where noted in the proposal. No changes, modifications, alteration or deletions to the terms and conditions of the specimen contract will be accepted.

AGREEMENT BETWEEN

AND CITY OF ANN ARBOR FOR CONTRACTED SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("City"), and _____, a

_____ with an address at _____
(State where organized) (Partnership, LLC, Corporation)

("Contractor"), agree as follows:

The Contractor agrees to provide professional services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Public Services Area Administrator, acting personally or through any assistants authorized by the Administrator of the Public Services Area.

Project means "ITB No. 4304 JANITORIAL SERVICES - WWTP",

II. DURATION

The term of this agreement shall be 1.5 years (i.e., 18 months) commencing January 2, 2014, and terminating June 30, 2015, unless terminated by breach or as provided for in this agreement.

The parties agree that this contract may be renewed, at the sole option of the City, for an additional one-year period under the same terms and conditions. Should the City elect to exercise its option to renew this Agreement, the Contract Administrator, will provide notice of its intent to renew forty-five days prior to the date of termination of the contract.

The City reserves the right to extend the contract on a month-to-month basis for a period not to exceed six-months from the date of the initial term termination date. Any such extension shall be on the same terms and conditions as the original contract and not subject to pricing adjustments.

III. SERVICES

- A. The Contractor agrees to provide services as described in ITB No.4304 JANITORIAL SERVICES - WWTP, which is incorporated here by reference.

The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.

- B. The Contractor's standard of service under this agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all laws, ordinances and regulations and contractual requirements now hereafter in effect as may be applicable to the rights and obligations under the Agreement .

IV. COMPENSATION OF CONTRACTOR

- A. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator.
- B. Contractor's compensation shall be based on Bid Quote Forms submittal to ITB No. 4304 Janitorial Services - WWTP which are attached as Exhibit A. It is understood and agreed between the parties that the compensation stated in Exhibit A is inclusive of any and all remuneration to which the Contractor may be entitled. Total compensation to be paid to Contractor during the term of this Agreement shall not exceed _____ (\$_____).
- C. Contractor shall keep complete records of time spent and materials used in providing contract services so that the Administering Service Area/Unit may verify invoices submitted by the Contractor. Records shall be made available to the City upon request.

V. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City Attorney demonstrating it has obtained the insurance coverage required by Exhibit B.
- B. 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.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require it subcontractor(s) to comply with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

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

VII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this agreement shall conform to the level of professional quality performed by professionals regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience necessary to perform the Services it is to provide pursuant to this agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this agreement
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. RELATIONSHIP OF THE PARTIES

- A. The parties to this Agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City’s behalf, or to bind the City in any way.

IX. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.
- B. The City may terminate this agreement, on at least sixty (60) days advance notice, for any reasons, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City owned properties as required to perform the necessary Services under this agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the Contractor, it shall be addressed and sent to:

If Notice is sent to the City, it shall be addressed and sent to:

XIII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIV. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed

as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

C. The following provision(s) shall survive the termination of this Agreement: Article V.

XV. CONFLICT OF INTEREST

The Contractor certifies it has no financial interest in the Services to be provided under this agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Further, the Contractor covenants that no officer, member or employee of the Contractor or its subcontractors who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Agreement has any personal or financial interest, direct or indirect, in this Agreement or in the proceeds thereof.

XVI. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties and circumstances.

XVII. CONFIDENTIALITY

The Services to be performed by Contractor shall be at the direction of Contract Administrator or authorized designee and the Contractor shall report to the Contract Administrator, or authorized designee, regarding the Services performed. In order that the Contractor may effectively fulfill its obligations to the City under this Agreement, it may be necessary or desirable for the City to disclose confidential and proprietary information pertaining to the City's past, present, and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Firm and all employees shall regard all information gained as a result of the Services to be performed hereunder as information which is proprietary to the City and not to be disclosed to any organization or individual without the prior written consent of the City.

The Contractor shall take appropriate action to insure that all employees and subcontractors comply with this policy of nondisclosure. Further, the Contractor shall take appropriate action to ensure that all employees and subcontractors protect from improper disclosure all information obtained or produced, all communications made or received, and all work under this Agreement that are covered by this provision. This duty shall be continuing and shall survive the termination or expiration of this Agreement.

"Confidential Information" means information (in tangible or intangible form) belonging to or in the possession or control of City or its agents that is of a confidential or proprietary nature that is furnished or disclosed to the Contractor in the performance of the services under this Agreement.

"Confidential Information" will be deemed to exclude any particular information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure to the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by the receiving party without reference to the furnishing party's "Confidential Information." If the receiving party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. The receiving party will be entitled to comply with any binding subpoena or other process to the extent required by law.

At the expiration or termination of the agreement, the receiving party at the furnishing party's sole option, will return the Confidential Information provided by the furnishing party.

XVIII. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

FOR CONTRACTOR

By _____

Its:

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Steven D. Powers, City Administrator

By _____
Craig Hupy, Public Service Administrator

Approval as to form and content

By _____
Stephen K. Postema, City Attorney

SAMPLE AGREEMENT EXHIBITS

EXHIBIT A
(COMPENSATION BASED ON BID QUOTE)

EXHIBIT B
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of the Agreement, the Contractor shall procure and maintain 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. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit
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. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy.
3. Crime Coverage insurance in an amount no less than \$1,000,000 covering against loss of money, securities, or other property in an amount no less than \$1,000 covering against loss of money, securities, or other property which may result from employee dishonesty, forgery or alteration, theft, disappearance, and destruction, computer fraud, burglary and robbery. Such insurance shall name the City as loss payee.

All insurance required under the Agreement 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.

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 Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant 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 Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

APPENDIX B

PERFORMANCE BOND

- (1) _____ of (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated _____, 200____, for: _____ and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
 - (a) complete the contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 200__.

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

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

- (1) _____ of
, (referred to as "Principal"), and _____, a
corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are
bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants
as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in
the amount of \$ _____, for the payment of which Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by
this bond.
- (2) The Principal has entered a written contract with the City, dated _____, 200__, for
and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts
of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required
under the contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no
obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 200__.

(Name of Surety Company)

(Name of Principal)

By
(Signature)

By
(Signature)

Its
(Title of Office)

Its
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

APPENDIX C

City of Ann Arbor Holidays

Martin Luther King Jr. Day

President's Day

Good Friday (12N/5PM)

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day Holidays

Christmas Eve (12N/5PM)

Christmas Day

New Years Eve (12N/5PM)

New Years Day