

# REQUEST FOR PROPOSAL

**RFP # 23-28**

## JANITORIAL SERVICES AT VARIOUS CITY FACILITIES

City of Ann Arbor  
Fleet & Facilities Unit/City Administration



**Due Date: May 18, 2023 by 10:00 a.m. (local time)**

Issued By:

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

# TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION .....	3
SECTION II: SCOPE OF SERVICES.....	10
SECTION III: MINIMUM INFORMATION REQUIRED .....	14
SECTION IV: ATTACHMENTS .....	18
APPENDIX A: SAMPLE GENERAL SERVICES AGREEMENT .....	41

## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

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

#### **Site Locations:**

Ann Arbor Municipal Center	301 E. Huron Street
Water Treatment Plant	919 Sunset Road
Wheeler Service Center	4251 Stone School Road
Veteran's Park	2150 Jackson Avenue
Farmer's Market	315 Detroit Street
Ann Arbor Senior Center	1320 Baldwin Avenue
Mack Pool	715 Brooks Street
Fuller Pool	1519 Fuller Road
Cobblestone Farm	2781 Packard Street
Buhr Park	2751 Packard Street
NAP House	3875 E. Huron River Drive

### **B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

**All questions shall be submitted on or before May 10, 2023 at 10:00 a.m.**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matthew Kulhanek, Fleet & Facilities Manager – [mjkulhanek@a2gov.org](mailto:mjkulhanek@a2gov.org)

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the

prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

### **C. PRE-PROPOSAL MEETING**

A **mandatory** pre-proposal conference for this project will be held on **May 5, 2023 at 9:00 am** at Larcom City Hall, 6<sup>th</sup> floor conference room, 301 E. Huron Drive, Ann Arbor, MI. **Failure to attend the meeting and sign the RFP #23-28 sign-in sheet at the pre-proposal meeting will automatically disqualify an offeror from submitting a valid proposal.** Any proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered. Administrative and technical questions regarding this project will be answered at this time. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the RFP will be affirmed in an addendum.

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

### **D. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

### **E. SELECTION CRITERIA**

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If

the City chooses to interview any respondents, the interviews will be tentatively held the **week of May 22, 2023**. Offeror must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

## **F. SEALED PROPOSAL SUBMISSION**

**All proposals are due and must be delivered to the City on or before, May 18, 2023 at 10:00 a.m. (local time).** Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

**Each respondent must submit in a sealed envelope**

- **one (1) original proposal**
- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

**Each respondent must submit in a single separate sealed envelope marked Fee Proposal**

- **two (2) copies of the fee proposal**

**The fee proposal and all costs must be separate from the rest of the proposal.**

Proposals submitted should be clearly marked: “**RFP No. 23-28 – Janitorial Services at Various City Facilities**” and list the offeror’s name and address.

Proposals must be addressed and delivered to:  
City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective

offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

**A proposal may be disqualified if the following required forms are not included with the proposal:**

- **Attachment B – Legal Status of Offeror**
- **Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment D - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document**

***Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.***

***Please provide the forms outlined above (Attachments B, C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.***

***All proposed fees, cost or compensation for the services requested herein must be submitted on Proposal Fee Forms (Attachment A-2) and must be provided in the separately sealed Fee Proposal envelope only.***

## **G. DISCLOSURES**

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

## **H. TYPE OF CONTRACT**

A sample of the General Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. The final agreement may vary from the sample depending on the final accepted proposal. **The City will not entertain changes to its General Services Agreement.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## **I. NONDISCRIMINATION**

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## **J. WAGE REQUIREMENTS**

The Attachments provided herein outline the requirements for payment of a "living wage" to employees providing service to the City under this contract. The successful offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

## **K. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror 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 Conflict of Interest Disclosure Form is attached.

## **L. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a General Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

## **M. DEBARMENT**

Submission of a proposal in response to this RFP is certification that the Respondent 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.

**N. PROPOSAL PROTEST**

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of any notices of intent. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

**O. SCHEDULE**

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Mandatory Pre-Proposal Meeting	May 5, 2023, 9:00 a.m.
Written Question Deadline	May 10, 2023, 10:00 a.m.
Addenda Published (if needed)	May 12, 2023
Proposal Due Date	May 18, 2023, 10:00 a.m. (Local Time)
Tentative Interviews (if needed)	Week of May 22, 2023
Selection/Negotiations	June 2023
Expected City Council Authorizations	June 2023

The above schedule is for information purposes only and is subject to change at the City's discretion.

**P. IRS FORM W-9**

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.



## **Q. RESERVATION OF RIGHTS**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more consultants to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

## **R. ENVIRONMENTAL COMMITMENT**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

## **SECTION II - SCOPE OF SERVICES**

### **A. GENERAL DESCRIPTION OF WORK**

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

### **B. SITE LOCATIONS**

Ann Arbor Municipal Center	301 E. Huron Street
Water Treatment Plant	919 Sunset Road
Wheeler Service Center	4251 Stone School Road
Veteran's Memorial Park	2150 Jackson Avenue
Farmer's Market	315 Detroit Street
Ann Arbor Senior Center	1320 Baldwin Avenue
Mack Pool	715 Brooks Street
Fuller Pool	1519 Fuller Road
Cobblestone Farm	2781 Packard Street
Buhr Park	2751 Packard Street
NAP House	3875 E. Huron River Drive

### **C. REQUIREMENTS**

1. Contractor Furnished Equipment and Materials
  - a. Contractor shall furnish all trash liners, urinal blocks, and cleaning products and supplies necessary for the performance of their work. The City shall supply toilet paper, paper hand towels, and hand soap for the Contractor to utilize at City locations. Any items supplied by the Contractor will be stored on-site in a designated area only.
  - b. The following equipment must be supplied by the Contractor and kept on-site for each floor (basement included):
    - One - 44 gallon rolling trash container
    - One mop bucket with wringer
    - One wet mop
    - One dust mop
    - One broom and dustpan
    - One industrial grade vacuum (only on floors with carpeting).
  - c. Wet floor warning signs must be supplied by the Contractor and utilized as needed.
  - d. One high-speed buffer (minimum 22") must be kept at the Ann Arbor Municipal Center or available for use there on short notice.
  - e. 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.
2. It will be the Contractor's responsibility to present to the Site Representative at each location, a list of items to be ordered by the City at the beginning of each month.
  3. Contractor and his/her employees will report hazardous conditions and items in need of repair (including inoperable lights, leaks, toilet stoppages, etc.) to the Site Representative at each location. A reporting procedure will be mutually agreed upon by the Contractor and Contract Administrator within one week of award of contract.
  4. 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.
  5. The Contractor's on-site Supervisor shall meet with the Site Representative at each location for a walk-through at least once a month to check performance and resolve any problems. This meeting shall be scheduled by the Contractor and take place between 7:30 am and 3:00 pm Monday through Friday. A list of Site Representatives for each location will be provided by the Contract Administrator within two weeks of award of contract.
  6. Locked areas of City facilities shall remain locked at all times unless the Contractor is actively cleaning in that area. The Contractor is require to resecure any locked area. Building doors shall not be propped open.
  7. Contractor's Employee Requirements
    - a. Identification - Contractor shall require all his/her employees to wear an identification pass (showing name and picture of employee) in a prominent position. Contractor's employees shall wear a shirt bearing the name or logo of the company for easy identification.
    - b. Access Devices - Any employee of the Contractor provided access devices (e.g. keys/access codes or cards) shall be responsible for their security and shall be required to return them at termination of their employment or the termination of the contract, whichever comes first. No access device may be duplicated. A complete list of employees' assigned access devices will be maintained by Contractor with a copy provided to the City. On termination of the contract, Contractor shall return all access devices. Failure to do so will result in a deduction from Contractor's final payment.
    - c. All employees employed by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense, and untrained individuals will not be brought onto the premises for training.
    - d. Contractor will have all janitorial employees bonded for any losses while employed and assigned to the City of Ann Arbor properties.
    - e. 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.

- f. Contractor employees must have satisfactory communication skills to read and understand chemical / hazardous material labeling. Employees must be able to speak and understand the English language to communicate and get direction from City staff.
- g. If employees are taking breaks or eating in City facilities, then they must only do so in break rooms designated by the City.
- h. Employees of the contractor shall not use City telephones or computers for any purpose.

8. Employee Background Checks

- a. Contractor Background Checks of Employees - The Contractor shall conduct a background check on all personnel prior to submitting the employee's information for the City background check. The Contractor is expected to verify work history and references as part of this process.
- b. City Background Checks of Employees - The City will require each employee of the Contractor to undergo an extensive background check before they can work at a City location. The following information MUST be supplied to the City by the Contractor for each employee being considered to work at a City location. The employee will not be allowed to work at a City location until their information has been verified and approved by the City.
  - 1. Employees full name
  - 2. Date of birth
  - 3. Photo copy of Driver's License or Michigan ID card
  - 4. Social Security Number
- c. Security – The following security standard will be used to determine whether an employee should be assigned to work in either Safety Services Area, Financial Services Area, Water Treatment Plant or other high security areas as designated by the City:

Standard

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

Any other criminal conviction.

Restriction

May not work at **any** City facility.

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

#### **D. OPTIONAL SERVICES**

1. The City is considering having sharps (used needles) collection containers installed by the Contractor in up to twelve restroom locations in City facilities that are participating in the janitorial services contract. This would not be an advertised community collection program but focused on addressing the needs of City employees and other visitors in City facilities.
2. The Contractor would supply and install appropriate sharps containers in building restrooms as directed by the Site Representative, empty as needed and safely dispose of the used sharps at appropriate locations. The Contractor will notify the Contract Administrator of their sharp's disposal location.

#### **E. DETAILED WORK PLANS**

1. See **Attachment A-1** for detailed work plans for each location.

## **SECTION III - MINIMUM INFORMATION REQUIRED**

### **PROPOSAL FORMAT**

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal Using Forms Provided in **Attachment A-2** (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

#### A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the names of the project team personnel by skill and qualification that will be employed in the work, specifically listing the contract manager who will be the day to day contact for the City. Identify only individuals who will do work on this project by name and title. Resumes and qualifications are required for all proposed project team personnel other than cleaning staff.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

#### B. Past involvement with Similar Projects – 20 points

The written proposal must include a list of specific janitorial service work history experiences in a commercial or governmental environment and indicate a proven ability to satisfactorily complete the work as specified. A complete list of client references must be provided for similar work experience from the last five years. The list shall include the business/agency name, address, point of contact name, title, and telephone number. The list shall also include the date service began, length of service (in years and months), number of sites and approximate size of each site being serviced.

C. Proposed Work Plan – 40 points

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to how the services will be managed and scheduled, company quality control practices for this project, communication and coordination, the working relationship between the offeror and City staff, and the company's general philosophy in regard to providing the requested services. Please describe the process for proposer background checks, submitting employees/potential employees for City background checks, addressing complaints for uncompleted tasks, and scheduling of non-daily/weekly tasks.

Offerors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 20 points

The fee proposal forms in **Attachment A-2 (Estimated Work Hours & Pricing)** must be used and shall be submitted in a separate, sealed, envelope as part of the proposal. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, City Living Wage requirement, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City.

F. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be returned with the proposal. These elements should be included as attachments to the proposal submission.

## PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the day-to-day contract manager and other project team members expected to complete a majority of work on the project, but no more than four members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the contract manager, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 15 sheets (30 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

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



Each offeror should acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror 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 official written addenda.

## **SECTION IV - ATTACHMENTS**

Attachment A-1 – Detailed Work Plans for Each Location

Attachment A-2 – Proposal Fee Forms - Estimated Work Hours Per Location & Pricing

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

**ATTACHMENT A-1**  
**DETAILED WORK PLANS FOR EACH LOCATION**

**I. Ann Arbor Municipal Center, Wheeler Service Center, Veteran's Memorial Park, NAP House, Buhr Park and Farmer's Market Locations**

**A. Daily Tasks**

**1. Common Areas / Offices**

- a. Empty all waste and recycle receptacles and pick up trash.
- b. Dust windowsills, ledges, door moldings, frames, vents, handrails, file cabinets, counters, bookcases, vending machines and benches.
- c. Sweep and wet mop hard surface floors.
- d. Marmoleum flooring in the Municipal Center **MUST** be cleaned according to the manufactory's guide line for "Routine Cleaning".
- e. Vacuum carpet & spot clean.
- f. Vacuum all floor mats.
- g. Clean interior glass / mirrors (including glass in doors).
- h. Clean & disinfect all drinking fountains.
- i. Spot clean walls, light switches, and doors.
- j. Remove cobwebs as necessary.
- k. Clean desks (without disturbing paperwork) & chairs.
- l. Thoroughly sweep stairways and wet mop.
- m. Clean elevators and spot wash elevator walls.
- n. Sweep and vacuum elevator door tracks.
- o. Empty all outside trash and recycling receptacles in front of Municipal Center, Promenade Roof on the second floor, and Parking Garage.

**2. Restrooms / Showers**

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

**3. Kitchen / Break Rooms**

- a. Empty all trash receptacles and move trash to collection point.
- b. Restock all supplies (paper, soap, etc.).
- c. Sweep floors and then mop with disinfectant.
- d. Clean and wipe tables and chairs.
- e. Clean microwaves inside and out.
- f. Spot clean walls near trash receptacles with disinfectant.
- g. Clean and disinfect sinks.
- h. Clean counters, tables as necessary.
- i. Clean sides and tops of trash receptacles with disinfectant.

## B. Weekly Tasks

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

## C. Monthly Tasks

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

## D. Quarterly Tasks

1. At a minimum all tile floors capable of being waxed, shall be waxed. Note: some areas may from time to time require more frequent waxing.
2. Marmoleum flooring in the Municipal Center MUST be cleaned according to the manufactory's guide line for "Interim Cleaning".

## E. Semi Annually Tasks

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

## F. Schedule

1. Ann Arbor Municipal Center (City Hall & Justice Center)
  - a. Cleaned five days per week (except City observed holidays).
  - b. The Contractor is required to have a minimum of one staff member on duty at the Municipal Center from 9:00 a.m. to 4:00 p.m. daily M-F (except City observed holidays). Duties to include spot cleaning for spills and accidents as well as cleaning locations only available during the day.
  - c. Unless specifically listed otherwise below NO Cleaning shall begin before 5:00 p.m.
  - d. Second Floor and Council Chambers MUST be completed before 6:30 p.m. daily.
  - e. Offices and work areas of the Police Department must be cleaned between the hours of 9:00 a.m. and 4:00 p.m. daily.
  - f. Payroll offices, City Clerk's office vault, Human Resources and the Information Technology Services Unit area must be completed before 5:00 p.m. daily.
  - g. Court offices will be cleaned on a designed schedule to be established by the Contract Administrator after the award of the contract.
2. Wheeler Service Center (Fleet Services Bldg., Public Works Operations Bldg., Vehicle Storage Bldg.)
  - a. Cleaned five days per week (except City observed holidays).
  - b. The Wheeler Service Center cleaning should begin no sooner than 5:00 p.m. and must be completed no later than 10:00 p.m.
3. Veteran's Memorial Park & Buhr Park
  - a. Both locations cleaned seven days a week.

- b. Veterans Memorial Park cleaning must begin after 1:00 a.m. and be completed before 8:00 a.m. from September 1st to May 4th. All other times of the year, the cleaning must begin after 10:00 p.m. and be completed before 6:00 a.m.
  - c. Buhr Park cleaning must begin after 1:00 a.m. and be completed before 8:00 a.m. from November 15th to April 1st. From May 25th until September 5th, the cleaning must begin after 10:00 p.m. and be completed before 6:00 a.m. No cleaning required at other times of the year (April 2<sup>nd</sup>-May 24<sup>th</sup>, Sept 6<sup>th</sup>-Nov 14<sup>th</sup>).
4. NAP House
- a. Cleaned one day a week (tbd).
  - b. Cleaning should begin no sooner than 5:00 p.m. and must be completed no later than 10:00 p.m.
5. Farmer's Market
- a. Farmers Market will be cleaned once a week from January to March, twice a week (on Saturday and Sunday) in March and April, and three days a week May to December (Saturday, Sunday, and Wednesday).

## II. Water Treatment Plant Location

### A. Administration Area

1. Office area and conference room
  - a. Daily Tasks
    1. Empty all wastebaskets and recycling.
    2. Vacuum clean all carpeting.
    3. Remove rubbish to the designated areas.
    4. Clean/wipe down tables in conference room.
    5. Clean lobby and kitchen area.
    6. Restock supplies in kitchen area (paper towels).
  - b. Weekly Tasks
    1. Dust all furniture completely, dust windowsills, ledges, blinds, door moldings, picture frames, computer monitors, handrails.
    2. Wash interior windows.
2. Restrooms
  - a. Daily Tasks
    1. Mop and disinfect all tile floors.
    2. Restock all supplies.
    3. Remove rubbish to the designated areas.
    4. Clean and sanitize all commodes, wash basins and towel dispensers, polish all chrome fixtures.
    5. Clean and polish all wall and cabinet mirrors.
    6. Spot clean ceramic walls.
3. Semi Annual Tasks – Administration Area
  - a. Strip and re wax all tile floor areas.
  - b. Wash exterior first story windows.
  - c. Steam clean carpeted areas.

### B. First Floor

1. Laboratory
  - a. Daily Tasks
    1. Sweep all floors.
    2. Remove rubbish to the designated areas.
    3. Restock all supplies.
    4. Vacuum Lab Supervisor office floor.
  - b. Weekly Tasks
    1. Buff all floor areas, re wax if necessary.
    2. Wet mop all areas, including moving the floor mats and mopping underneath.
    3. Remove recycling to the designated area weekly or on as-needed basis.
    4. Wash windows (interior).
  - c. Semi Annual Tasks
    1. Strip and re wax all tile floor areas.

2. Control room and corridors
  - a. Daily Tasks
    1. Sweep all floor areas.
    2. Wet mop floor.
    3. Empty all wastebaskets.
  - b. Weekly Tasks
    1. Spray buff all floor areas, re wax if necessary.
    2. Dust bench tops, shelves, windowsills, etc.
    3. Remove recycling to the designated area weekly or as needed.
  - c. Monthly Tasks
    1. Wash and/ or clean all glass on consoles, partition, and/ or cabinets.
  - d. Semi Annual Tasks
    1. Strip and re-coat tile floor area.
3. Maintenance meeting Room, Network Administrator Office, and Maintenance Supervisor Office
  - a. Daily Tasks
    1. Sweep all floor areas and vacuum carpeted areas.
    2. Wet mop floor.
    3. Empty all wastebaskets.
  - b. Weekly Tasks
    1. Spray buff all floor areas, re wax if necessary.
    2. Dust bench tops, desks, tables, shelves, windowsills, etc.
    3. Remove recycling to the designated area weekly or as needed.
  - c. Semi Annual Tasks
    1. Strip and re-coat tile floor area.
    2. Steam clean carpeted areas.
4. Filter Gallery
  - a. Weekly Tasks
    1. Sweep all floor areas.
    2. Wet mop floor.
    3. Dust all marble control stations.
    4. Dust all handrails.
  - b. Monthly Tasks
    1. Buff all tile floors in filter gallery.
  - c. Semi Annual Tasks
    1. Strip and wax filter area floor.
5. Restrooms (3)
  - a. Daily Tasks
    1. Sweep all floor areas.
    2. Wet mop and disinfect floor.
    3. Dust all ledges and partitions.
    4. Restock all supplies.
    5. Empty all wastebaskets.
    6. Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.

7. Clean and polish wall and cabinet mirrors.
8. Spot clean ceramic tile, walls, and stainless toilet partitions.
- b. Weekly Tasks
  1. Spray buff all floor areas, re wax if necessary.
- c. Semi Annual Tasks
  1. Strip and wax filter area floor.
6. Housekeeping Room
  - a. Weekly Tasks
    1. Keep shelves organized & clean.
    2. Mop floor (wax when needed).
- C. Second Floor
  1. Locker Room and hallway outside locker room
    - a. Daily Tasks
      1. Spot clean ceramic tile walls and stainless-steel toilet partitions.
      2. Clean and polish all wall cabinet mirrors.
      3. Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.
      4. Restock all supplies.
      5. Dust tops of lockers.
      6. Remove hair and debris from shower floors.
    - b. Weekly Tasks
      1. Scrub all shower floors and walls.
      2. Dust all horizontal and vertical surfaces.
      3. Sweep, wet mop and disinfect all floor areas.
  2. Archive Room and Filter Press Control Room
    - a. Weekly Tasks
      1. Dust all surfaces.
      2. Remove all trash to designated areas.
      3. Mop floors.
      4. Wash windows and partition glass.
- D. Third Floor
  1. Lunchroom
    - a. Daily Tasks
      1. Clean all counter tops and tables.
      2. Sweep and wet mop all tile floors.
      3. Remove all trash to designated areas.
    - b. Weekly Tasks
      1. Wipe clean all chair legs and undersides.
      2. Spray buff all floor areas, re wax if necessary.
      3. Dust all horizontal and vertical surfaces.
      4. Wash windows (interior).
    - c. Semi Annual Tasks
      1. Strip and wax filter area floor.
  2. Locker Room and hallway outside locker room
    - a. Daily Tasks



1. Spot clean ceramic tile walls and stainless-steel toilet partitions.
  2. Clean and polish all wall cabinet mirrors.
  3. Clean and sanitize all urinals, commodes, wash basins and towel dispensers, polish all chrome fixtures.
  4. Restock all supplies.
  5. Dust tops of lockers.
  6. Remove hair and debris from shower floors.
- b. Weekly Tasks
1. Scrub all shower floors and walls.
  2. Dust all horizontal and vertical surfaces.
  3. Sweep, wet mop and disinfect all floor areas.
- E. Miscellaneous
1. Stairs, Hallways, Entrances, Elevators
    - a. Daily Tasks
      1. Sweep all floors and staircases.
      2. Wet mop all floor areas. (*staircases, hallways, entrances, elevators*)
      3. Vacuum floor mats.
      4. Vacuum foyer area.
    - b. Weekly Tasks
      1. Spray buff all floor areas, re wax if necessary.
      2. Clean and polish all stainless-steel elevator doors on all levels. (*both elevators*)
      3. Dust all windowsills and handrails.
      4. Wipe down walls.
      5. Dust all horizontal and vertical surfaces.
      6. Vacuum elevator door tracks in elevator and on all floors.
      7. Clean inside and outside of main entry doors.
    - c. Semi Annual Tasks
      1. Strip and re wax all tile floor areas
      2. Remove main foyer grating and clean underneath.
  2. Contractor shall provide a yearly calendar that identifies dates when monthly, quarterly, and semi-annual tasks are to be completed. This calendar shall be posted and kept up to date so the City is able to track completion of required tasks.
  3. Schedule – Cleaned five days a week. Water Treatment Plant cleaning should begin no sooner than 3:30 p.m. and must be completed no later than 8:00 p.m.

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

- A. Coat room / front foyer / back foyer / front entrance lobby
  1. Sweep, mop, vacuum.
  2. Windowsills & general dusting as needed.
  3. Wipe down, sanitize handicap push bars and door handles.
  4. Sweep entrance ramp and tidy up entrance from outside as needed.
  5. Dust furniture, tables, TV stand, computer area, windowsill, customer service counter.
- B. Offices – all levels
  1. Vacuum, dust all office counters, computers, copy machine, clean & sanitize phones, dust windowsills, clean windows, recycle to recycle bins, empty trash.
- C. Gallery room, middle program room, back program room
  1. Clean hardwood floors w/wood floor cleaning products.
  2. Sweep all wood/tile floors, vacuum all carpet in program rooms, and wipe down tables / chairs / shelves.
  3. Empty trash/recycle, clean trashcans, replace liners.
  4. Dust / clean piano, TV stand, bookcase, dust windowsills, clean glass & windows, wipe down blinds, door exits & fire extinguishers.
- D. Stairs to upper level
  1. Sweep, mop, clean sills and banisters, wipe tables, vacuum areas, empty trash.
- E. Kitchen
  1. Clean sink, stove top, microwave, coffee cart, counters and wipe down fridge / shelves. Stainless cleaner as needed.
  2. Sweep, mop, sanitize floors- no wax. Dust ceiling fans and lights, Place dirty dishes in sink, fill soap / towel dispenser, empty trash, clean cans, replace liners.
- F. Restrooms
  1. Fill toilet paper, soap / hand towel dispensers, clean and sanitize all surfaces, sinks, toilets, shelves, lights, hand blow dryers, dispensers, and doorknobs.
  2. Empty trash, clean cans, replace liners, sweep / mop floors- special attention behind doors / toilets.
  3. Clean and sanitize door handles and walls.
  4. Clean walls / sanitize under hand dryers.
- G. Janitorial closets
  1. Keep clean and organized, keep mops hung. Clean utility sink, maintain drainage, sweep often.
  2. Provide staff with copy of new chemicals / cleaning products. Maintain proper labels on spray bottles.
  3. Provide proper cleaning equipment, tools, liners, cleaning supplies and all properly labeled.
  4. Check for special cleaning requests in janitorial closet.

5. Maintain data sheets, inventory. Provide monthly updates.

H. Notes

1. Tile floors- scrubbed and waxed 3 times a year or as needed.
2. Carpeting- steam cleaned 2 times a year or as needed.
3. Rugs & floors- Cleaned daily with all cleaning days.
4. Lobby furniture- Deep cleaned 2 times a year or as needed.
5. Oven Stove- Deep cleaned 3 times a year.

I. Schedule

1. Senior Center to be cleaned four days a week based on the schedule below, but the schedule may need modification from time to time based on the schedule of rentals and events.
  - a. Sunday- After 9:30 p.m. completed by Monday morning by 8 a.m.
  - b. Wednesday- After 9:30 p.m., completed by Thursday by 8 a.m.
  - c. Thursday- After 9:30 p.m., completed by Friday by 8 a.m.
  - d. Saturday- After 9:30 p.m., completed by Sunday by 7 a.m.

#### **IV. FULLER POOL LOCATION (All tasks daily unless noted otherwise)**

##### **A. Restrooms**

1. Clean and disinfect sinks, toilets, and urinals.
2. Clean and polish restroom dispensers and fixtures.
3. Spot clean tile walls and toilet partitions.
4. Wash restroom floors with germicidal cleaner.
5. Clean and polish restroom metal and mirrors.
6. Restock restroom paper and soap products.
7. Wash restroom partition with germicidal cleaner.
8. Clean and sanitize sanitary napkin dispensers.
9. Kaivac water resistant surfaces (walls, floors, and partitions).

##### **B. Shower Rooms**

1. Scrub shower walls with deck brush.
2. Scrub tile floors with deck brush.
3. Kaivac entire shower room including walls and floors.

##### **C. Locker Rooms**

1. Wipe down benches with disinfectant cleaner.
2. Sweep and mop locker room area.
3. Clean locker surfaces with disinfectant (weekly).

##### **D. Closing instructions**

1. Clean and organize janitor closet.
2. Turn off lights as instructed.

##### **E. Schedule**

1. Cleaned seven days a week.
2. Fuller Pool cleaning should begin no sooner than 9 p.m. and must be completed before 5 a.m. from May 15th until September 20th. No cleaning is required at other times of the year (Sept 21<sup>st</sup>-May14th).

## **V. MACK POOL LOCATION (All tasks daily unless noted otherwise)**

- A. Pool Deck/Floor Maintenance
  - 1. Dust mop and wet mop pool deck floor.
- B. Restrooms
  - 1. Clean and disinfect sinks, toilets, and urinals.
  - 2. Clean and polish restroom dispensers and fixtures.
  - 3. Spot clean tile walls and toilet partitions.
  - 4. Wash restroom floors with germicidal cleaner.
  - 5. Clean and polish restroom metal and mirrors.
  - 6. Restock restroom paper and soap products.
  - 7. Wash restroom partition with germicidal cleaner.
  - 8. Clean and sanitize sanitary napkin dispensers.
  - 9. Kaivac water resistant surfaces (walls, floors, and partitions).
- C. Shower Rooms
  - 1. Scrub shower walls with deck brush.
  - 2. Scrub tile floors with deck brush.
  - 3. Kaivac entire shower room including walls and floors.
- D. Locker Rooms
  - 1. Wipe down benches with disinfectant cleaner.
  - 2. Sweep and mop locker room area.
  - 3. Clean locker surfaces with disinfectant (weekly).
- E. Closing instructions
  - 1. Clean and organize janitor closet.
  - 2. Turn off lights as instructed.
- F. Schedule
  - 1. Cleaned seven days a week.
  - 2. Mack Pool cleaning must begin after 10:00 p.m. and be completed before 5:00 a.m. from September 1st to May 31st. No cleaning is required at other times of the year (June 1st-Aug 31st).

## VI. COBBLESTONE FARM LOCATION

### A. Downstairs

#### 1. Bathrooms

- a. Sweep floors properly and thoroughly to remove all loose dirt and debris, and other foreign substances. Concentrate on corners and baseboards with a broom or mop.
- b. Mop floors - upon completion of wet mopping or scrubbing, the floors shall be clean and free of dirt, stains, spills, and marks. Mop marks to present a clean appearance.
- c. Clean all toilets, counter tops, stall partitions and sinks using appropriate germicidal disinfectant cleaning products.
- d. Clean mirrors with appropriate cleaning product making sure to not leave streaks.
- e. Remove and properly dispose of all trash in bathrooms including individual stall trash cans and replace with clean bags.
- f. Replenish all paper supplies in each stall and the backup supply in the countertop drawers. Fill soap dispensers.
- g. Dust ceiling, pipes and walls for spider webs, bugs, etc. Concentrate on corners and behind toilets. Check walls for spills and remove as needed.
- h. Clean hand dryer and surrounding tile wall with appropriate cleaning product. Empty and clean catch basin with appropriate cleaning product.
- i. Wipe down doors inside and out (specific attention to door handles and surrounding area).
- j. Once every 2 weeks clean brown rubber trim once with appropriate cleaning product.
- k. Mops used in the bathroom may not be used in any other part of the building.
- l. Safety precautions will be always followed, including but not limited to, placement of "wet floor" signs.

#### 2. Entry & Bathroom Hallway

- a. Sweep & mop floors as described above.
- b. Vacuum brown rugs - change rugs if needed.
- c. Clean all doors inside and out (specific attention to door handles and surrounding area) with appropriate clean product.
- d. Clean drinking fountain using stainless steel cleaner and a clean rag to remove all streaks and water spots.
- e. Remove and dust window screens and sills every 2 weeks with appropriate cleaning product.
- f. Safety precautions will be always followed, including but not limited to, placement of "wet floor" signs.

#### 3. Large tile floor area

- a. Sweep & mop floors as described above.
- b. Clean sink, countertop, and microwave with appropriate cleaning product.
- c. Clean outside and inside of refrigerator. For outside doors and handle, use stainless steel cleaner and a clean rag to remove all streaks and water spots. For inside drawers and shelves, use appropriate cleaning product
- d. Remove and properly dispose of all trash and replace with new liners. Wipe interior of trash cans with appropriate cleaning product and dry before replacing with new liner.
- e. Dust wooden beams along the floor, ceiling beams and duct work and light to remove bugs, cobwebs, etc. with appropriate cleaning product. Move wooden screens and extra tables to clean around and underneath.
- f. Move wooden table, chairs, and bench to sweep & mop underneath.
- g. Dust and clean wooden table, chairs, and benches with appropriate cleaning product.
- h. Maintain organization of clean brown rug storage area.
- i. Properly dispose of recycle items in kitchen area (bin of pop cans/ bottles).

4. Offices
  - a. Vacuum all carpeted areas including underneath desks, plastic rug protectors and various chairs and tables. In private office, vacuum along wood beam underneath windows.
  - b. Empty all trash receptacles at desks and replace with new liners. Wipe interior of trash cans when appropriate.
  - c. Wipe desktops and phones weekly with appropriate cleaning product.
  - d. Change bag in shredder and replace with new bag as needed. Take out recycling under at each desk and near copier.
  - e. Dust ceiling beams, duct work, tops of filing cabinets and floor beams every 2 weeks to remove bugs, cobwebs, etc. with appropriate cleaning product.
  - f. Remove and dust window screens and sills every 2 weeks with appropriate cleaning product.
  - g. Using appropriate cleaning product, dust the copier machine including around and behind every 2 weeks.
  - h. Once monthly clean office desk chairs (seats, legs, casters, wheels, arm rests) with appropriate cleaning product.
- B. Event Space
  1. Changing Rooms / Elevator
    - a. Vacuum all carpeted areas including underneath various pieces of furniture (sofa, tables and chairs.)
    - b. Empty all trash receptacles and replace with new liners. Wipe interior of trash cans when appropriate.
    - c. Dust wooden furniture and clean glass or wooden tops, legs, seats with appropriate cleaning product.
    - d. Remove and dust window screens and sills every 2 weeks with appropriate cleaning product in the west changing room.
    - e. Clean mirrors with appropriate cleaning product making sure to not leave streaks.
    - f. Remove any items from small refrigerators and clean with appropriate cleaning product.
    - g. Sweep & mop elevator floor. Clean interior walls and light fixtures with appropriate cleaning product.
- C. Schedule
  1. Cleaned two days a week.
  2. Cannot be cleaned during prime office hours or during event times. Prime office hours are defined as Monday, Wednesday, Thursday, and Friday 9am-4pm and Tuesday 9am-7pm.

**ATTACHMENT A-2**  
**PROPOSAL FEE FORM - ESTIMATED WORK HOURS FOR EACH LOCATION**

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

- A) Ann Arbor Municipal Center  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- B) Water Treatment Plant  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- C) Wheeler Service Center – Public Work Operations and Vehicle Storage buildings  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- D) Wheeler Service Center – Fleet Services building  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- E) Veteran’s Memorial Park  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- F) Buhr Park  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- G) Ann Arbor Senior Center  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- H) Farmers Market  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- I) Cobblestone Farm  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- J) Mack Pool  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- K) Fuller Pool  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day
- L) NAP House  
\_\_\_\_\_ persons X \_\_\_\_\_ hours per day = Total Cleaning Hours \_\_\_\_\_ per day

The above numbers should be an estimate of the hours needed per day to complete daily task listed in the specifications. This is not a guaranteed staffing level. Throughout the year, additional staffing will be needed to complete weekly, monthly, quarterly, and semiannual tasks.



## PROPOSAL FEE FORM - PRICING

### PRICING OPTIONS:

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

- A. (    ) The price per location is firm for the entire contract period (including renewals).
- B. (    ) The price per location is firm until June 30, 2024 and is then subject to adjustment with maximum allowable increases of \_\_\_\_\_% each year of the contract, including the two (2) one year renewal periods.
- C. (    ) The price per location is firm until June 30, 2026 and is then subject to adjustment with maximum allowable increases of \_\_\_\_\_% for each of the two (2) one year renewal periods.

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

### LOCATION PRICING:

A) Ann Arbor Municipal Center (cleaned 5 days a week, no holidays)

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

B) Water Treatment Plant (cleaned 5 days a week, no holidays)

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

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

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

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

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

E) Veterans Memorial Park (cleaned 7 days a week, no holidays)

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

F) Buhr Park (cleaned 7 days a week, no holidays)

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

G) Ann Arbor Senior Center (cleaned 4 days a week, no holidays)

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

H) Farmers Market (cleaning schedule changes by Season, see Schedule in Detailed Work Plan)

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

I) Cobblestone Farm (cleaned 7 days a week, no holidays)

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

J) Mack Pool (cleaned 7 days a week, no holidays)

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

K) Fuller Pool (cleaned 7 days a week, no holidays)

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

L) NAP House (cleaned 7 days a week, no holidays)

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

OPTIONAL SERVICE

Sharps Option - Include the cost to provide, service and dispose of sharps containers at up to a combined 12 individual locations within the facilities listed above.

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

Total Annual Cost for All Locations \$ \_\_\_\_\_

(Excluding Sharps Option and any proposed yearly increases. Locations that have partial seasonal shutdowns should have the annual janitorial costs spread equally over 12 monthly payments.)

---

Signature of Authorized Representative of Bidder

**ATTACHMENT B  
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent 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 RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

\_\_\_\_\_ Date: \_\_\_\_\_,  
Signature

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_



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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$15.90/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$17.73/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address



**ATTACHMENT E**

<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
--

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

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

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

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

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

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

**ATTACHMENT F  
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

**ATTACHMENT G**

**CITY OF ANN ARBOR LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2023 - ENDING APRIL 29, 2024**

**\$15.90 per hour**

If the employer provides health care benefits\*

**\$17.73 per hour**

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

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

**ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**

Revised 2/1/2023



## APPENDIX A - SAMPLE CONTRACT

### GENERAL SERVICES AGREEMENT BETWEEN [TBD] AND THE CITY OF ANN ARBOR FOR [TBD]

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and [TBD], a(n) [TBD] Other, [TBD], [TBD], [TBD] [TBD] ("Contractor"). City and Contractor agree as follows:

#### 1. DEFINITIONS

**Administering Service Area** means [TBD].

**Contract Administrator** means [TBD], acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

**Deliverables** means all documents, plans, specifications, reports, recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

**Effective Date** means the date this Agreement is signed by the last party to sign it.

**Project** means [TBD].

**Services** means [TBD] as further described in Exhibit A.

#### 2. DURATION

- A. The obligations of this Agreement shall apply beginning on the Effective Date and this Agreement shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

#### 3. SERVICES

- A. Contractor shall perform all Services in compliance with this Agreement. The City retains the right to make changes to the quantities of Services 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 compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Contractor shall perform Services in compliance with all applicable statutory, regulatory, and contractual requirements now or hereafter in effect. Contractor shall also comply with and be subject to City policies applicable to independent contractors.

- D. Contractor may rely upon the accuracy of reports and surveys provided by the City, except when a defect should have been apparent to a reasonably competent professional or when Contractor has actual notice of a defect.

#### **4. INDEPENDENT CONTRACTOR**

- A. The parties agree that at all times and for all purposes under the terms of this Agreement each party's relationship to any other party shall be that of an independent contractor. Each party is solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer-employee relationship, either express or implied, shall arise or accrue to any party as a result of this Agreement.
- B. 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.

#### **5. COMPENSATION OF CONTRACTOR**

- A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$0.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.
- B. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator, unless a different payment schedule is specified in Exhibit B.
- C. Contractor shall be compensated for additional work or Services beyond those specified in this Agreement only when the scope of and compensation for the additional work or Services have received prior written approval of the Contract Administrator.
- D. Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **6. INSURANCE/INDEMNIFICATION**

- A. Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those required by this Agreement, as will protect itself and the City from all claims for bodily injury, death, or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by Contractor, Contractor's subcontractor, or anyone employed by Contractor

or Contractor's subcontractor directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide documentation to the City demonstrating Contractor has obtained the policies and endorsements required by this Agreement. Contractor shall provide such documentation in a form and manner satisfactory to the City. Currently, the City requires insurance to be submitted through its contractor, myCOI. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractors.

- B. All insurance providers of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney's fees, resulting or alleged to result, from an act or omission by Contractor or Contractor's employees or agents occurring in the performance or breach of this Agreement, except to the extent that any suit, claim, judgment, or expense are finally judicially determined to have resulted from the City's negligence, willful misconduct, or failure to comply with a material obligation of this Agreement. The obligations of this paragraph shall survive the expiration or termination of this Agreement.
- D. Contractor is required to have the following minimum insurance coverage:
  - 1. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy.

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per project General Aggregate
\$1,000,000	Personal and Advertising Injury
  - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes; also, Employers Liability Coverage for:

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
  - 3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an

additional insured under the policy. The limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- E. Commercial General Liability Insurance and Motor Vehicle Liability Insurance (if required by this 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. Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- F. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

## 7. **WAGE AND NONDISCRIMINATION REQUIREMENTS**

- A. Nondiscrimination. Contractor shall comply, and require its subcontractors to comply, with the nondiscrimination provisions of MCL 37.2209. Contractor shall comply with the provisions of Section 9:158 of Chapter 112 of Ann Arbor City Code and assure that Contractor's applicants for employment and employees are treated in a manner which provides equal employment opportunity.
- B. Living Wage. If Contractor is a "covered employer" as defined in Chapter 23 of Ann Arbor City Code, Contractor must comply with the living wage provisions of Chapter 23 of Ann Arbor City Code, which requires Contractor 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.

- C. Prevailing Wage. Contractor shall comply with Chapter 14 of Title I of Ann Arbor City Code, which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where this Agreement and the Ann Arbor City Code are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.
- D. Contractor agrees that all subcontracts entered into by Contractor shall contain wage provisions similar to section 7.B and 7.C of this Agreement covering subcontractor's employees who perform work under this Agreement.

## **8. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR**

- A. Contractor warrants that the quality of Services shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. Contractor warrants that it has all the skills, experience, and professional and other licenses necessary to perform the Services.
- C. Contractor warrants that it has available, or will engage at its own expense, sufficient trained employees to provide the Services.
- D. Contractor warrants that it has no personal or financial interest in this Agreement other than the fee it is to receive under this Agreement. Contractor certifies that it will not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services. Contractor certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. Contractor warrants that its bid or proposal for services under this Agreement was made in good faith, that it arrived at the costs of its proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any competitor for these services; and no attempt has been made or will be made by Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that they have express authority to sign this Agreement for Contractor and agrees to

hold the City harmless for any costs or consequences of the absence of actual authority to sign.

- H. The obligations, representations, and warranties of this section 8 shall survive the expiration or termination of this Agreement.

## **9. OBLIGATIONS OF THE CITY**

- A. The City shall give Contractor access to City properties and project areas as required to perform the Services.
- B. The City shall notify Contractor of any defect in the Services of which the Contract Administrator has actual notice.

## **10. ASSIGNMENT**

- A. Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement 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 required of Contractor under the Agreement unless specifically released from the requirement in writing by the City.
- B. Contractor shall retain the right to pledge payments due and payable under this Agreement to third parties.

## **11. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of 15 days following receipt of notice from the non-breaching party with respect to the breach, the non-breaching party may pursue any remedies available against the breaching party under applicable law, including the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least 30 days' advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to 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 through the City budget process. If funds 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within 30 days after the Contract Administrator has received notice of such non-appropriation.

- D. The expiration or termination of this Agreement shall not release either party from any obligation or liability to the other party that has accrued at the time of expiration or termination, including a payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **12. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of that right 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, 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 affect the waiving party's right to require strict performance of this Agreement.

### **13. 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 below 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 Contractor:

[TBD]  
ATTN: [TBD]  
[TBD]  
[TBD], [TBD] [TBD]

If Notice is sent to the City:

City of Ann Arbor  
ATTN: [TBD]  
301 E. Huron St.  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

### **14. CHOICE OF LAW AND FORUM**

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

### **15. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all Deliverables prepared by or obtained by Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of Contractor as instruments of service unless specifically incorporated in a Deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City



acknowledges that the documents are prepared only for the Services. Prior to completion of the Services the City shall have a recognized proprietary interest in the work product of Contractor.

## **16. CONFLICTS OF INTEREST OR REPRESENTATION**

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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City and to obtain the City's consent therefor. The City's prospective consent to Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, Contractor has obtained sensitive, proprietary, or otherwise confidential information of a non-public nature that, if known to another client of Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **17. 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 is 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.

## **18. EXTENT OF AGREEMENT**

This Agreement, together with all Exhibits constitutes the entire understanding between the City and Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements, or understandings, whether written or oral. Neither party has relied on any prior representations in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such terms or conditions. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **19. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically or by

facsimile in lieu of an physical signature and agree to treat electronic or facsimile signatures as binding.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

SAMPLE

[TBD]

CITY OF ANN ARBOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [TBD] \_\_\_\_\_

Name: Milton Dohoney Jr. \_\_\_\_\_

Title: [TBD] \_\_\_\_\_

Title: City Administrator \_\_\_\_\_

Date: \_\_\_\_\_

Date: /A/ \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_

Name: Atleen Kaur \_\_\_\_\_

Title: City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A**  
**Scope of Services**

**EXHIBIT B**  
**Compensation**