

CITY OF ANN ARBOR
INVITATION TO BID



Supplemental Residential Street Plowing Services

ITB No. 4756

Due Date: October 16, 2024 at 11:00 AM (Local Time)

Public Services, Public Works

Issued By:

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

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ATTACHMENTS

- City of Ann Arbor Sample Purchase Agreement*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*
- City of Ann Arbor Living Wage Ordinance Declaration of Compliance and Notice*

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for supplemental residential street plowing services based on the specifications provided herein. The pricing provided for this ITB shall be firm for one (1) year. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for two (2) additional one (1) year period not to exceed three (3) years in total. If the contract is extended, a cost escalator of no greater than 3% may be added to the submitted rates for each renewal period. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before October 3, 2024 @ 3:00 p.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to Paul Matthews, pmatthews@a2gov.org
Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

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

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

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **October 16, 2024 at 11:00 a.m. (Local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4756 – Supplemental Residential Street Plowing Services

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48104

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

The following forms provided within this ITB Document should be included in submitted bids.

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**

Bids that fail to provide these forms listed above upon bid opening may be rejected as non-responsive and may not be considered for award.

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 Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

Award

The City intends to award to the bidder that provides the best value to the City which may include references, past experience, past performance, and qualifications.

The City may, at its sole discretion, award line-by-line or in any other manner that serves in the best interest of value to the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from

other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination 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 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.

Living Wage Requirements

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

Conflict Of Interest Disclosure

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

Debarment

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

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as

the “Freedom of Information Act.” The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

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

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by a bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective bidder 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.

Cost Liability

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

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

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 strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City’s environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City’s environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Living Wage requirements, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

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

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

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

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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

SIGNED THIS _____ DAY OF _____, 2024.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of

_____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

Authorized Official

_____ **Date** _____, 2024

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

SPECIFICATIONS

GENERAL

The City of Ann Arbor is soliciting bids from qualified contractors for supplemental residential street plowing. Residential plowing is initiated at 4" of accumulation or when deemed appropriate by the Public Works Manager. The city's goal is to plow all streets within 24 hours after the snow stops falling. The City is seeking qualified firms to provide equipment and operators to plow residential streets in conjunction with City forces.

DESCRIPTION

Contractors will be notified when services are needed irrespective of the snowfall accumulation. Every effort will be made to coordinate as far in advance as possible to establish a start time for operations. Contractors are required to monitor weather forecasts throughout the winter contract period and shall be prepared to plow within the scheduled contract times.

Residential streets are broken up into 23 (1-22, 5a, 5b) sections. Sections will be assigned based on the timing of the storm and the solid waste collection schedule. Contractors shall be responsible for complete curb to curb plowing of residential streets in assigned sections.

PLOWING REQUIREMENTS

Plowing shall begin within two hours of notice to proceed. The Contractor shall make every effort to plow continuously from notice to proceed until the work is completed. The Contractor is required to notify the appropriate supervisor when plowing begins and/or is completed in each assigned section. Notification shall be by time-stamped email or person-to-person phone call. Notification may not be through voice mail.

The City shall provide detailed maps of each assigned section. Maps will show all streets to be plowed and all streets that are not included in the section. The Contractor is required to familiarize themselves with assigned sections. Contractor's drivers shall be made aware of the boundary limits of the assigned residential sections. Drivers shall understand and differentiate between the private streets that are not to be plowed and routes within each section that are plowed on major street routes. Payment shall not be made for plowing streets that are excluded.

The plowing operation shall be continuous except for reasonable breaks for meals and short rest periods. Contractors may not halt the plowing operation to perform other snow removal work. The Contractor may not reduce the number of trucks in assigned section to perform other snow removal work. When a plow is out of service due to mechanical issues or because the driver is taking an extended break (something longer than a meal or coffee break) the Contractor shall notify the city.

Contractors shall plow all streets curb to curb. The maximum tolerance shall be 18" from back of curb, furthermore, no more than 25% of the streets plowed in each residential section shall be within 6" of the maximum tolerance.

On uncurbed streets, the edge of the travelled pavement shall be used in lieu of the curb line.

The Contractor must plow around parked cars and return to the curb in as short a distance as the plow vehicle will allow. The Contractor shall use appropriately sized equipment in sections where on-street parking is typical. Equipment shall be maneuverable enough to plow in and out of parked cars. Where parked cars prevent a plow to pass down the street, the

Contractor shall report the location to the city.

Snow shall be evenly distributed on all streets. Regardless of direction of travel, snow shall be plowed to the right of the centerline of the street at all times. Snow shall be windrowed evenly along the length of the curb.

Intersections shall be cleared of windrows. Snow shall be evenly distributed along the curb line at corners. Intersections shall not be cleared diagonally or in such a manner to produce large piles of snow on sidewalks and curb ramps.

Cul-de-sacs must be plowed to the curb with the majority of the snow plowed out of the circular portion of the cul-de-sac. It shall not be pushed and left in the middle nor pushed from the throat into the circular part of the cul-de-sac.

Additional snow, other than the windrow created by plowing, shall not be piled over fire hydrants nor shall it be piled in front driveways and/or mailboxes.

Cul-de-sacs are City streets with center islands as shown in the below illustration.



Snow plow equipment shall be of sufficient size and weight to remove snow down to pavement. The completed, plowed street shall have exposed pavement and hard packed snow that cannot be removed by plowing with the full weight of the plow resting on the pavement.

The Contractor shall notify the city when a section is completed and ready for inspection/salting. If the section does not meet the specifications, the city shall notify the contractor immediately with the deficiencies noted during the inspection and the contractor shall return to the section to fix the deficiencies.

Contractors shall be provided with names and phone numbers of the on duty supervisor.

TRUCK AND EQUIPMENT REQUIREMENTS

All equipment is subject to City of Ann Arbor inspection and approval. The City reserves the right to waive any of the requirements set forth herein. Contractors must demonstrate that they have equipment of sufficient size and weight to plow. Equipment shall be in good condition and repair so as to perform continuously throughout a typical snow plow operation. Equipment shall be legally licensed and insured.

Equipment shall be equipped with rotating or flashing, amber or green lights. Lights shall be in use when plowing streets. Lights shall be in compliance with Michigan Motor Vehicle Laws and all lights shall be in good working order and visible during the snow removal operation.

Trucks less than 15,000 GVW shall be four wheel drive.

Plow weight (not including vehicle mount weight) shall be at least 800 pounds. Plow shall be equipped with a steel cutting edge one-half inch ($\frac{1}{2}$ ") in thickness or greater. No poly plows allowed.

Tractors, excavators, loaders, etc. must have trip plows. Plow configurations that could potentially damage public or private property will not be permitted. Non- truck mounted plows must be capable of plowing with a down-pressure equal or greater than that achieved with an 800 pound, eight (8) foot long plow.

Plow shoes, rollers, or similar devices that raise the cutting edge above the pavement are not permitted.

The City may provide magnetic signs indicating that equipment is an official contractor working for City of Ann Arbor. The signs may have a vehicle identification number. If signs are provided, the Contractor is required to affix signs to vehicles working under this contract. Contractor shall be required to use a City provided AVL (Automatic Vehicle Location) unit in their operation. These units plug into an accessory plug and do not require any hard wiring to contractor's equipment. Not all pieces of equipment will be issued the AVL devices. These units provide real time data of vehicle location during operations.

CONTRACTOR AVAILABILITY

Contractors shall be available by phone and email 24 hours per day. The notice to begin work may be issued at any time of day, any day of the week, including weekends and holidays. The City will make every attempt to notify contractors of the anticipated operational plan.

The duration of this contract period will be from November 1 thru April 15. Contractors shall be available to plow throughout this time period. Contractors shall monitor weather conditions throughout the contract period so as to be prepared to commence work within two hours of notice to begin.

The Contractor shall provide their own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees. The Contractor shall provide a garage or yard for maintenance and storage of equipment.

The Contractor shall remain in communication with City supervisor during a residential plowing operation. All equipment used in the Contractor's plowing operation shall be equipment with a cell phone or radio such that the operator can be contacted at any time.

The Contractor shall report all accidents and damage that may result from the plowing operation to the City Supervisor; such reports shall be made by phone and followed with an email. Contractor shall report the location where the damage occurred, the time of the incident, and a description of the damaged item (mailbox, parked car, etc.).

The Contractor shall handle all damage claims in a timely and professional manner. The Contractor and their insurer shall communicate with claimants regarding the status of the claim. The City of Ann Arbor will not intercede between the Contractor and claimants. However, failure to settle claims fairly and in a timely manner may be reason to recommend against future contract awards.

Contractors are required to comply with all City of Ann Arbor, County, State, and Federal regulations. The City will not provide oversight, supervision or monitoring of the contractor's employees. Safety is the responsibility of the contractor. The City's contractual obligation is to pay for completed, plowed residential sections as required in this contract.

The City of Ann Arbor shall only pay for completed work. Payment will be made for work that is halted due to weather conditions that eliminate the need for plowing based on the percentage of streets completed in the assigned section or sections.

HOURLY RATE PLOWING

The City may request hourly rate plowing when there is a prolonged storm that may require plowing sections more than once or scattered plowing. Only the City has the sole discretion to initiate an operation that utilizes the contract work force in such a way that work cannot be measured and paid for on the basis of inches of snow per completed section. At the discretion of the City, payment for plowing may be provided on an hourly basis only during blizzard conditions and extended snowfalls. Hourly rates will be based on bid rate schedule by size of equipment.

Hourly bid rates are based on the size of the plow truck. The following schedule shall be used. Bidders agree to the reimbursement rates as listed below.

Hourly Rates for Plow Trucks and Spreaders

Pickups - Less than 1 ton

Pickups - 1 ton and larger

Trucks - 16,000-20,000 GVW

Trucks - 20,000-35,000 GVW

Trucks - Over 35,000 GVW

For equipment other than the pickups and trucks listed above, the rate and equipment type shall be noted at the time of bid submittal.

PAYMENT

Payment is made for a residential section when it is plowed in its entirety. The payment will

follow the rate schedule as bid for the depth of snow.

The City may halt the snow operation. This can be done at the City's sole discretion if weather and road conditions warrant. Payment shall be made based on the mutually agreed upon percentage of completed section.

Billing for work completed shall be submitted no later than 30 days after the end of each contracted snow removal operation.

CONTRACT DURATION

The initial contract term is for one-year with the option of two (2) one-year extensions.

ADDITIONAL INSTRUCTIONS

The snow depth measurement will be taken on the pavement in a location that is not impacted by wind or vehicular traffic. The measurement in the field will be used to justify any adjustment to the accumulation ranges that are measured throughout the contractor's assigned sections. The depth of snow will be communicated via email when plowing operations begin.

Payment shall be made for plowing:

2"-4"

4"-6"

6"-8"

8"-10"

10"-12"

For larger storms, payment can be made for multiple plowing of each section at the measured snow depth each time and/or in blizzard conditions, the hourly rate can be used. Where the Contractor is given notice to proceed before the end of the accumulating snow, payment will be made for the quantity of snow that fell before plowing started and for the quantity that fell after plowing started.

Example. The Contractor is instructed to begin plowing at 6:00 am. At that time, 4.5 inches of snow have accumulated. When the snowfall ends at noon, another 2.5 inches of snow fell. The contractor plows their assigned section twice, from 6:00 am until 10:00 am and from noon until 4:00 pm. Payment would be made at the unit price for 4.1- 6" and at the unit price for 2.1-4".

Bids shall be for all ranges of snow depth. All Bids submitted just for low range snow events or just high range only will be rejected. Bidders are expected to plow after and during all types of snow events, including severe and blizzard conditions.

The unit price bid for each section and each range of snowfall is complete compensation for plowing in accordance with this document and for all labor, fuel, material, equipment costs, operating expenses, incidentals, overhead and profit.

The hourly rates if used are complete compensation for plowing residential streets for one hour in accordance with this document and for all labor, fuel, material, equipment costs, operating

expenses, incidentals, overhead and profit.

Contractor may be awarded a contract for one or more residential sections per snowfall. Residential sections vary in size and in the quantity of lane-miles of streets contained therein. Contractors should bid each section accordingly.

Throughout the course of this contract, the City may, with the agreement of the Contractor, adjust the number of sections assigned to a particular Contractor.

Multiple contracts may be awarded. Contracts shall be awarded to qualified bidders. Qualified bidders will be determined by past work experience, a complete work plan showing number of employees and equipment available, and work experience. The City shall attempt to accommodate Contractors' requests to work in specific sections. However, the number of residential sections and the typical number of bidders may not allow the City to accommodate all requests. Contractors are encouraged to request the quantity of work sections they wish to undertake per snow event. Contractors must demonstrate that they possess the equipment and personnel to complete plowing in assigned sections within the time permitted. The minimum number of sections that will be assigned is two (2) per large snow event when requested. The City of Ann Arbor has sole discretion to assign a quantity of residential sections to a Contractor based on the best interests of the City. The City may award more or fewer work sections than requested.

ADDITIONAL INFORMATION REQUIRED

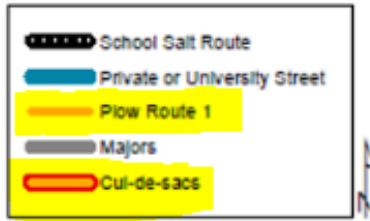
1. List of Equipment including rented equipment, they will use under this contract. This list shall include year, make, model, color, and license plate number of each piece of equipment.
2. Work plan listing the personnel, including a list of subcontractors if used, who will operate equipment and how soon they can report to Ann Arbor after snow stops falling.
3. References.

BID FORM – PRICING

VENDOR NAME: _____

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

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



Plow Route	2" – 4"	4" – 6"	6" – 8" "	8" – 10"	10" - 12"
Local 1	\$	\$	\$	\$	\$
Local 2	\$	\$	\$	\$	\$
Local 3	\$	\$	\$	\$	\$
Local 4	\$	\$	\$	\$	\$
Local 5A	\$	\$	\$	\$	\$
Local 5B	\$	\$	\$	\$	\$
Local 6	\$	\$	\$	\$	\$
Local 7	\$	\$	\$	\$	\$
Local 8	\$	\$	\$	\$	\$
Local 9	\$	\$	\$	\$	\$
Local 10	\$	\$	\$	\$	\$
Local 11	\$	\$	\$	\$	\$
Local 12	\$	\$	\$	\$	\$
Local 13	\$	\$	\$	\$	\$
Local 14	\$	\$	\$	\$	\$
Local 15	\$	\$	\$	\$	\$
Local 16	\$	\$	\$	\$	\$
Local 17	\$	\$	\$	\$	\$
Local 18	\$	\$	\$	\$	\$
Local 19	\$	\$	\$	\$	\$
Local 20	\$	\$	\$	\$	\$
Local 21	\$	\$	\$	\$	\$
Local 22	\$	\$	\$	\$	\$
Total for 4"-6" Complete Plow		\$			

Plow Truck and Operator	Hourly Rate
Pickups - Less than 1 ton	\$
Pickups - 1 ton and larger	\$
Trucks - 16,000-20,000 GVW	\$
Trucks - 20,000-35,000 GVW	\$
Trucks - Over 35,000 GVW	\$
Vehicle and Operator Not Listed	Hourly Rate

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

Signature of Authorized Representative of Bidder _____.

BID FORM – REFERENCES

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

1. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

2. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

3. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

GENERAL CONDITIONS

ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

CONTRACT TERM

The pricing provided for this ITB shall be firm for one (1) year. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for two (2) additional one (1) year periods not to exceed three (3) years in total. If the contract is extended, a cost escalator of no greater than 3% may be added to the submitted rates at time of each renewal period. A written request from the Contractor at the end of the original contract period will be required to consider any rate adjustments.

APPENDIX A: SAMPLE PURCHASE AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

GENERAL SERVICES AGREEMENT BETWEEN _____ AND THE CITY OF ANN ARBOR FOR _____

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and _____ ("Contractor"), a(n) _____, with its address at _____ (State where organized) _____ (Partnership, Sole Proprietorship, or Corporation). City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services/Public Works.

Contract Administrator means Paul Matthews, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means **Supplemental Residential Street Plowing Services**.

II. DURATION

Contractor shall commence performance on _____, 20__ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XII. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide Supplemental Residential Snow Plowing Services ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents ("Contract Documents"), including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

This Agreement and Exhibits

Invitation to Bid No. _____ and all Addendum thereto (if any)

Bid Proposal of Contractor, dated _____, and restated and attached as Exhibit A.

The Contract Documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the Contract Documents, the requirement(s) of the document listed first above shall prevail over any conflicting requirement(s) of a document listed later.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the 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. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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 will be 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.

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.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B The total fee to be paid the Contractor for the Services shall not exceed

_____ (\$_____). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The 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 set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. 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 subcontractor(s) (if any).
- B. Any insurance provider 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-admitted 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, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in 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 or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. WAGE REQUIREMENTS

Under this Agreement, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; 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 the Agreement and the Ann Arbor City Code of Ordinance 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.

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

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this Agreement.

VIII. NON-DISCRIMINATION

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will

not employ or engage any person with a personal or financial interest in this Agreement.

- E. The Contractor certifies 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. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has 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.

X. OBLIGATIONS OF THE CITY

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

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of 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, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, 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 thirty (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 for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

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

XIV. 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 the CONTRACTOR, it shall be addressed and sent to:

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

City of Ann Arbor

(insert name of Administering Service Area Administrator)
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, 3rd Floor
Ann Arbor, Michigan 48104

XV. 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.

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the 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 the 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.

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

This Agreement, together Exhibits A, B, and C, and the other Contract Documents, constitutes the entire understanding between the City and the 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, of any kind or nature, 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 form. 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 the 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.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By _____
Type Name

Its _____

This ___ day of _____, 20___

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ___ day of _____, 20___

Approved as to substance

By _____
Milton Dohoney Jr., City Administrator

Sue McCormick,
Interim Public Service Area Administrator

Approved as to form and content

Atleen Kaur, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

EXHIBIT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance and required endorsements shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance 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 which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$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
\$2,000,000 Completed Operations Aggregate, which, notwithstanding anything to the contrary herein, shall be maintained for three years from the date the Project is completed.

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. Further, 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.

B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.

- C. 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, the 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.



Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <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.

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:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

CITY OF ANN ARBOR 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. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

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

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

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$16.43/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$18.32/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

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

Rev. 3/1/24

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2024 - ENDING APRIL 29, 2025

\$16.43 per hour

If the employer provides health care benefits*

\$18.32 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**

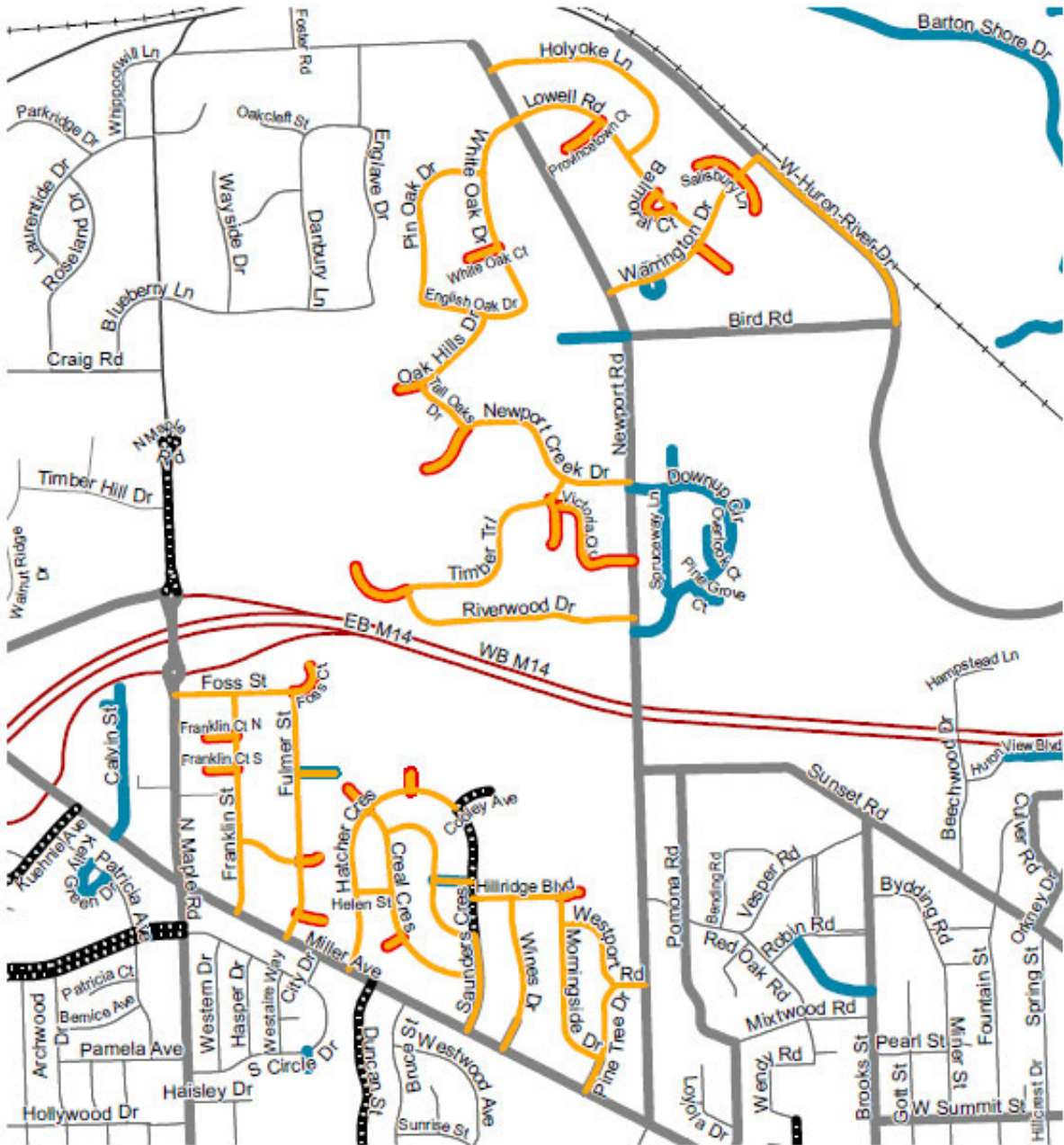
ROUTE MAPS

LOCAL-2

Trouble Spots

- | | | |
|-----------------|-----------------|----------------|
| Salisbury Ln | Hatcher St | Foss Ct |
| Provincetown Ct | Garden Homes Dr | Cooley Av |
| Balmoral Ct | Fulmer Ct | Hellridge Blvd |
| Warrington Dr | Creal Ct | Pin Oak Dr |
| Lincolnshire Ln | N Franklin Ct | White Oak Dr |
| | S Franklin Ct | |






	Flow Route 2
	School Salt Route
	Private or University Street
	Cul-de-sacs, Local 2
	Majors

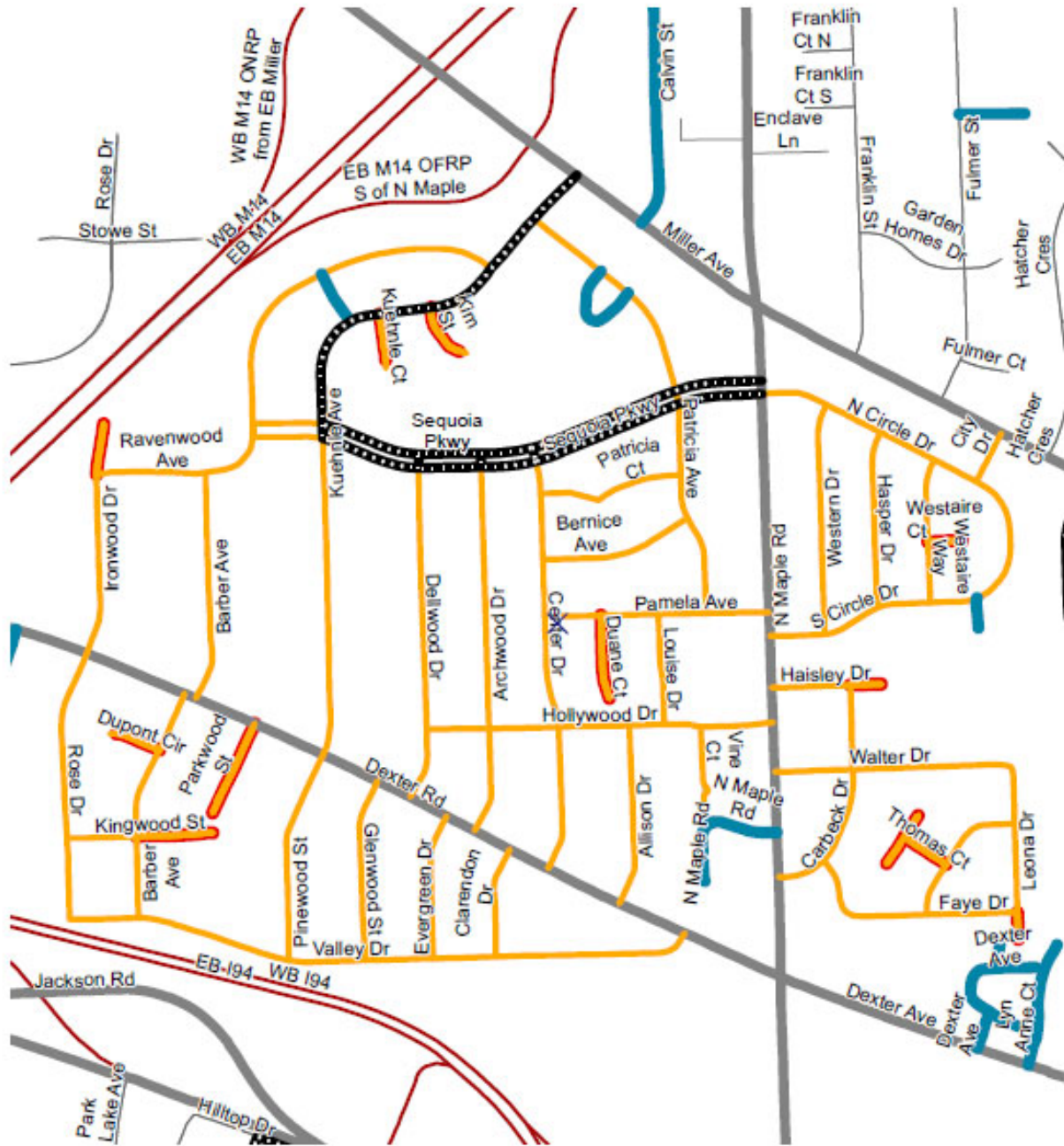


LOCAL-3

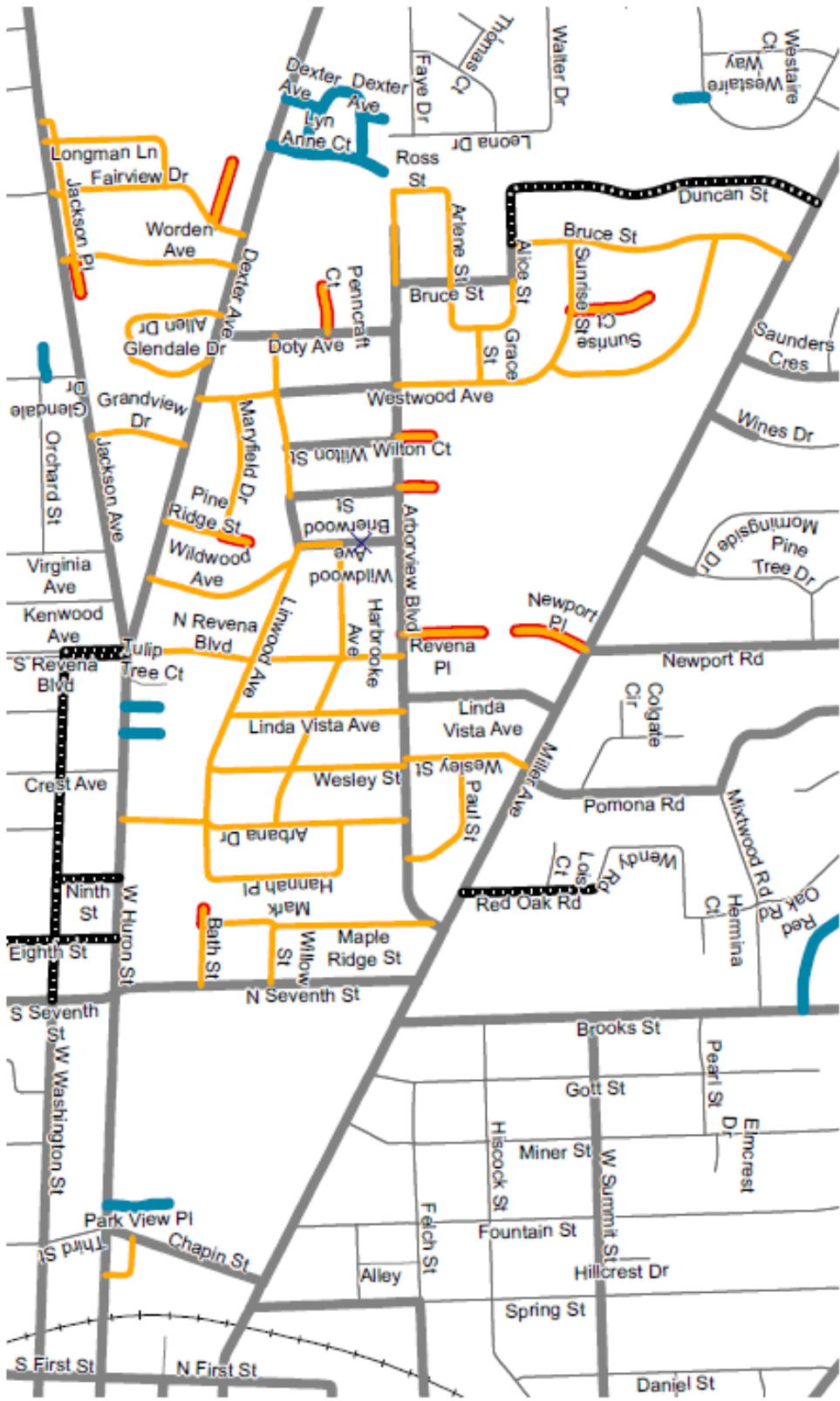
Trouble Spots

Duane Ct	Westaire Ct
Kim St	Thomas Ct
Kuehne Ct	Leona Dr
Patricia Ct	Walter Dr

	School Salt Route
	Private or University Street
	Flow Route 3
	Majors
	Cul-de-sacs



LOCAL-4



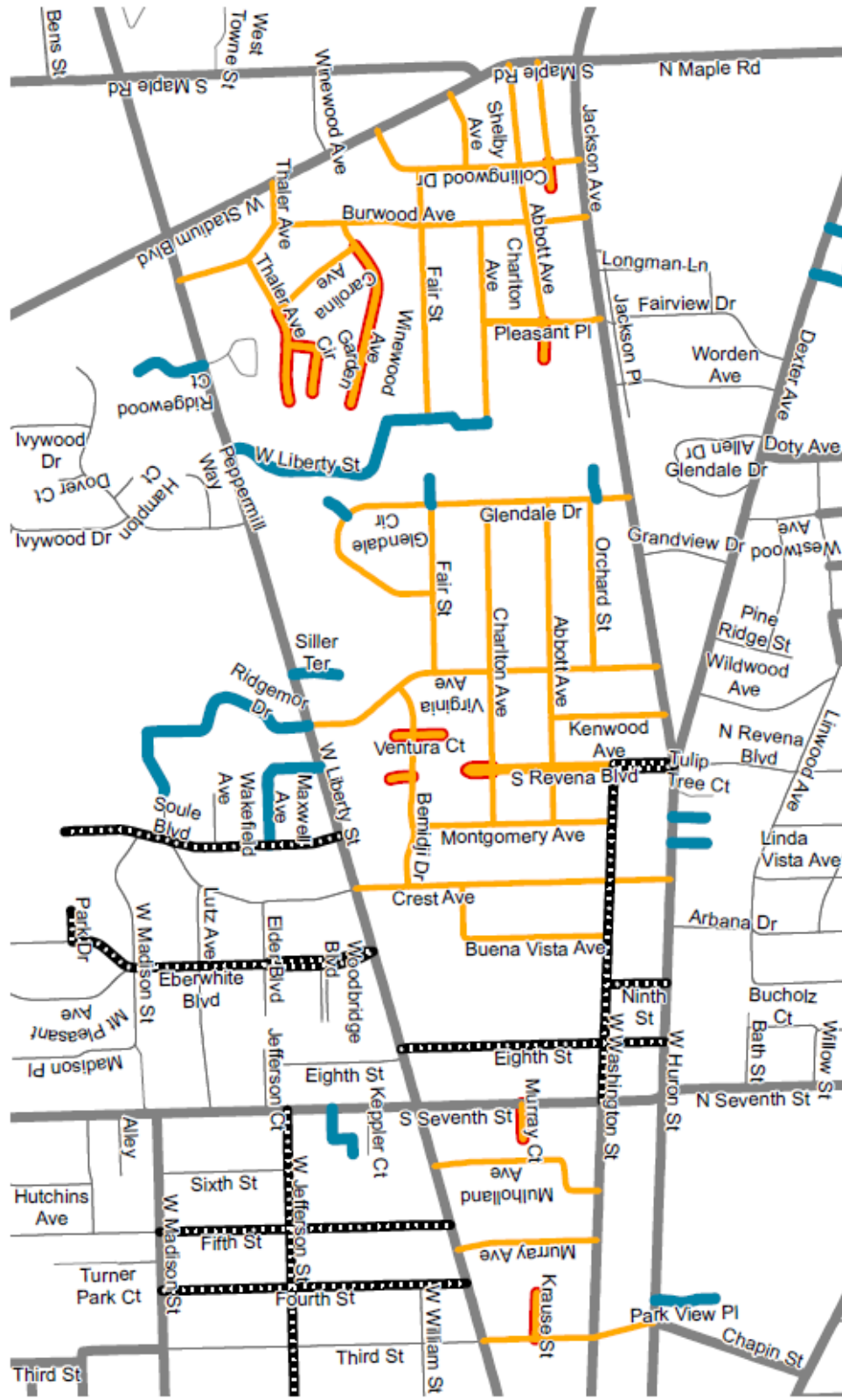
- Trouble Spots
- Brierwood St
 - Wilton St
 - Newport Pl
 - Revena Pl
 - Bath St
 - Prakview Pl
 - Edmund Pl
 - Tulip Tree Ct
 - Jackson Rd
 - Sunrise Ct

Legend:

- School Salt Route
- Private or University Street
- Plow Route 4
- Maps
- Cur-de-sacs

LOCAL-5A

- Trouble Spots
- Pleasant Pl
- Winewood Av
- Garden Cir
- Thaler Av
- Krause St
- Murray Ct








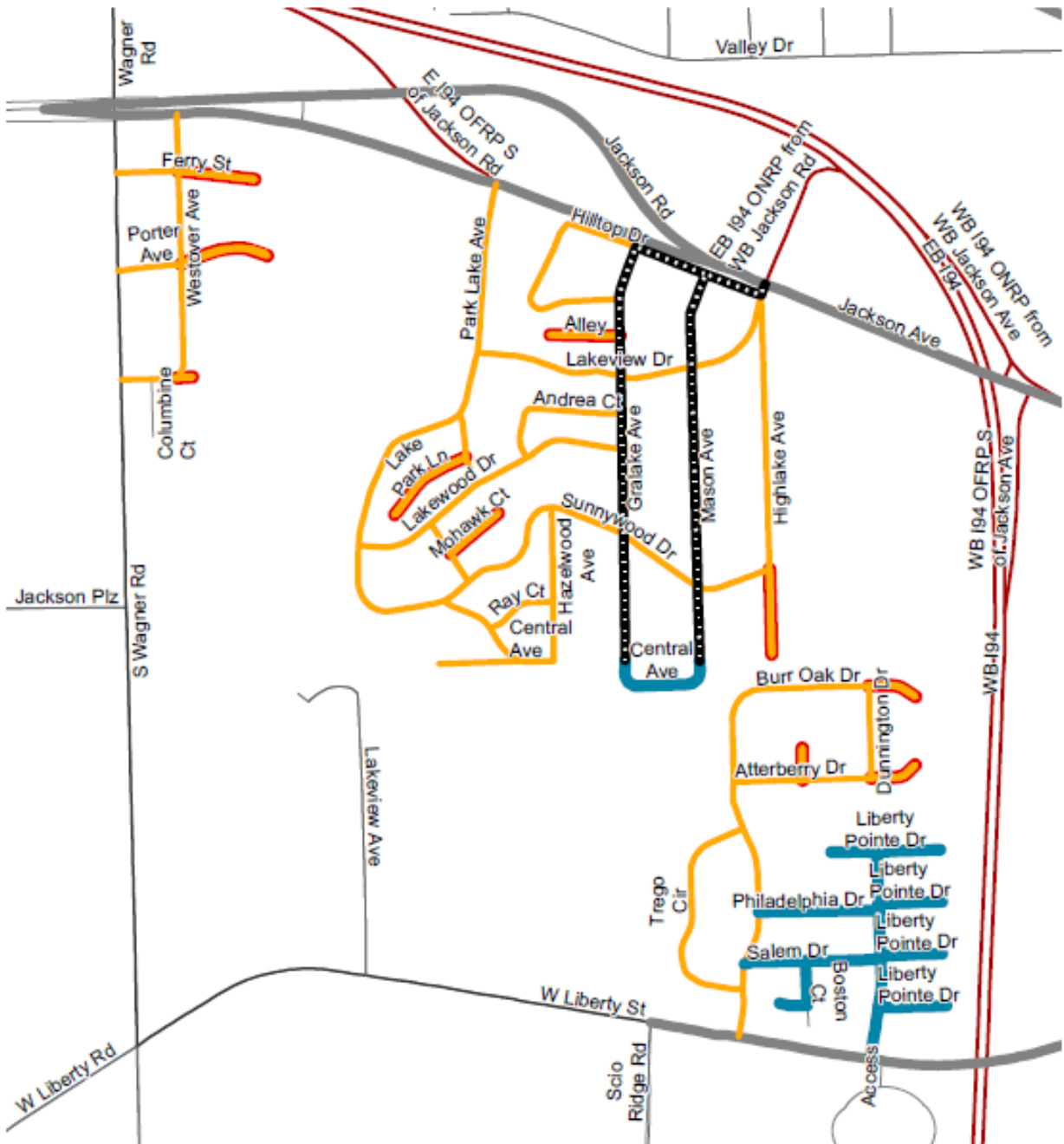
	School Sait Route
	Private or University Street
	Plow Route 5A
	Majors
	Curf-de-sacs

LOCAL-5B

Trouble Spots

Burr Oak Dr
 Mohawk Ct
 Lake Park Ln
 Dunnington Dr
 Atterberry Dr

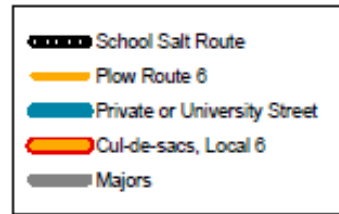
	School Salt Route
	Private or University Street
	Flow Route 5B
	Majors
	Cul-de-sacs



LOCAL-6

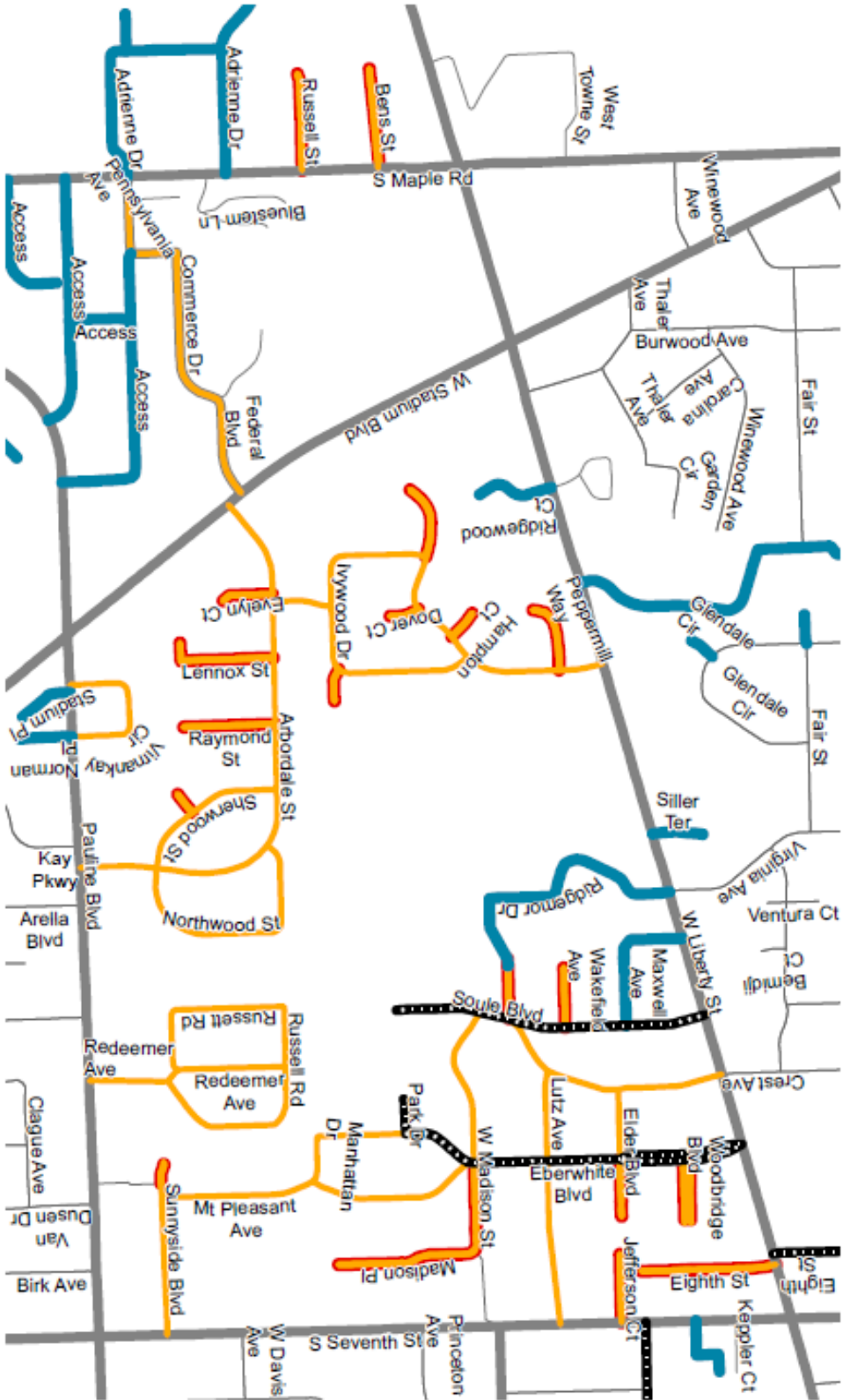
Trouble Spots

E Mosley St
 Turner Park Ct
 Edgewood Pl
 Know Hill-Public to
 Parking Lot

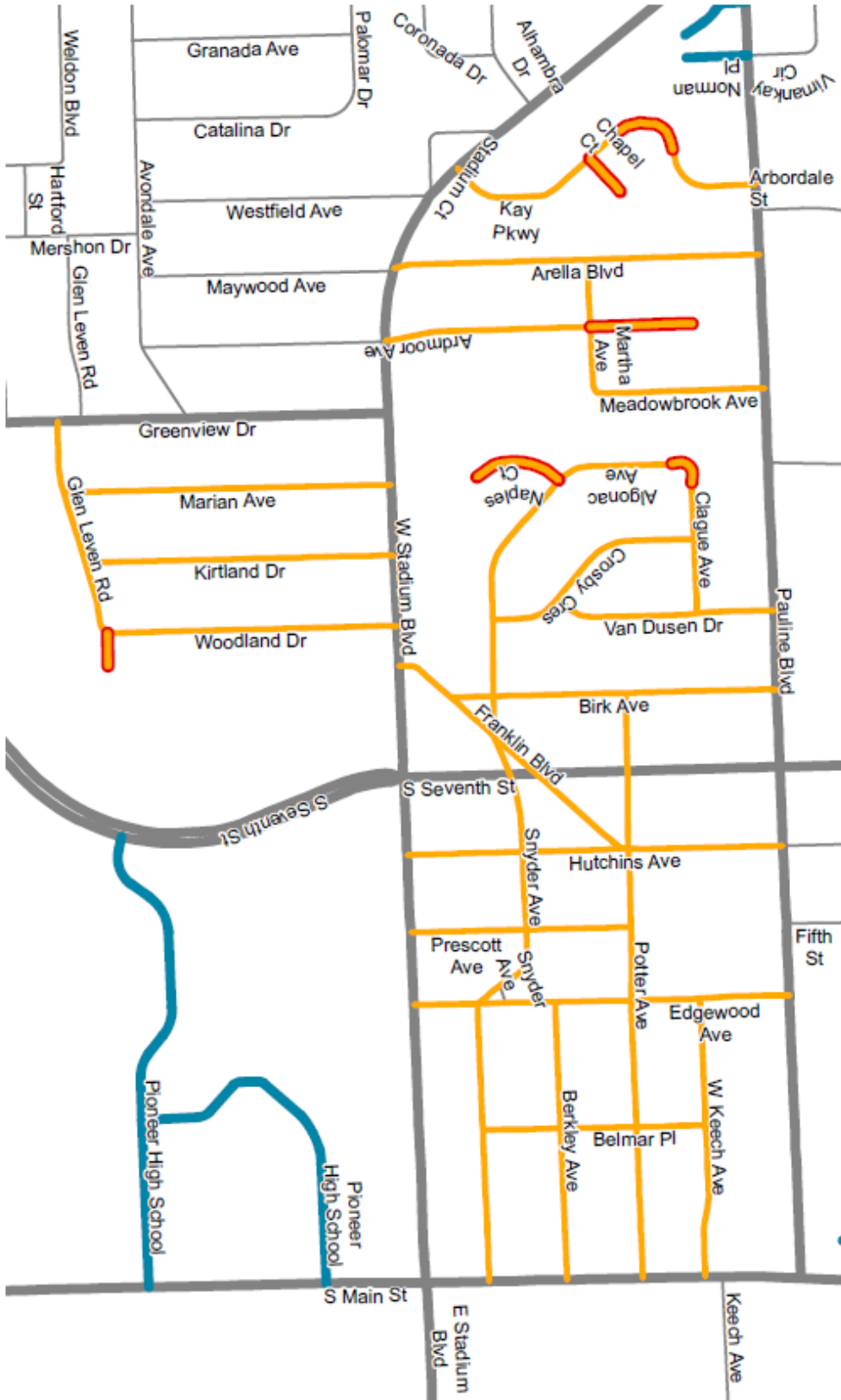


LOCAL-7

- Trouble Spots**
- Jefferson Ct
 - Woodbridge Blvd
 - Elder Blvd
 - Wakefield Av
 - W Madison St
 - Soule Blvd
 - Park Dr
 - MI Vernon Av
 - Manhattan Dr
 - Madison Pl
 - Sunnyside Blvd
 - Peppermill Way
 - Sherwood Cir
 - Raymond St
 - Lennox St
 - Evelyn Ct
 - Ivywood Ct
 - Dover Ct
 - Dartmouth Rd
 - Hampton Ct



LOCAL-8








- Trouble Spots
- Stanton Ct
 - Barclay Ct
 - Penderton Ct
 - Burns Ct
 - Ridgeline Ct
 - Waldenwood Dr
 - Parlay Ct
 - Ridgeline Dr
 - Tremont Ln
 - Wellington Cross St
 - Tremont Pl
 - Penderton Dr
 - Watershed Dr
 - Cherryside Ct

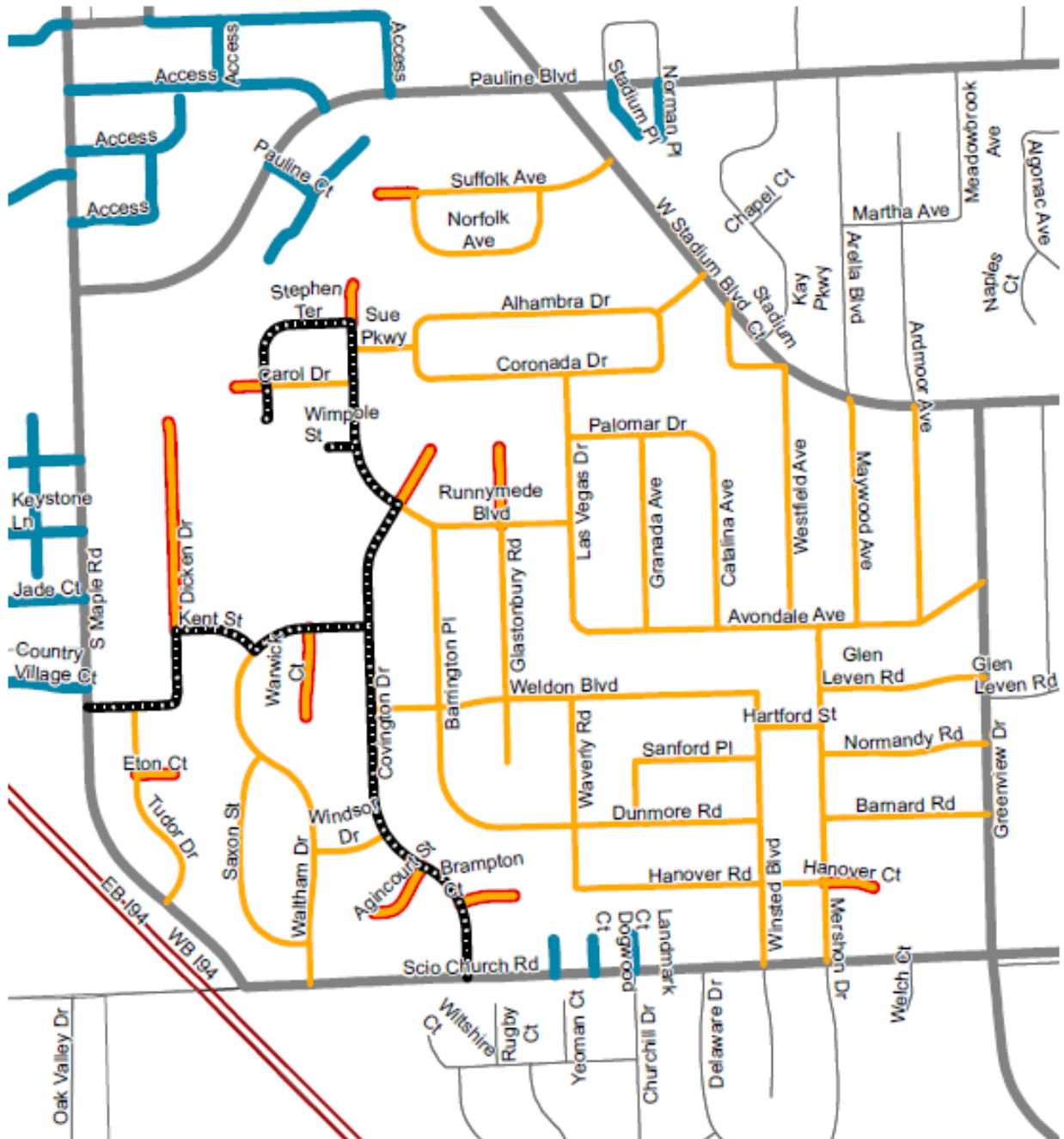
	School Sait Route
	Private
	Plow Route 1
	Majors
	Cul-de-sacs

LOCAL-9

Trouble Spots

- | | | |
|----------------|--------------|----------------|
| Norfolk Av | Eton Ct | Palomar Dr |
| Carol Dr | Handover Ct | Runnymede Blvd |
| Glastonbury Rd | Agincourt St | Coronada Dr |
| Covington Dr | Landmark Ct | Brampton Ct |
| Warwick Ct | Stadium Ct | |






	School Salt Route
	Private or University Street
	Flow Route 9
	Majors
	Cul-de-sacs

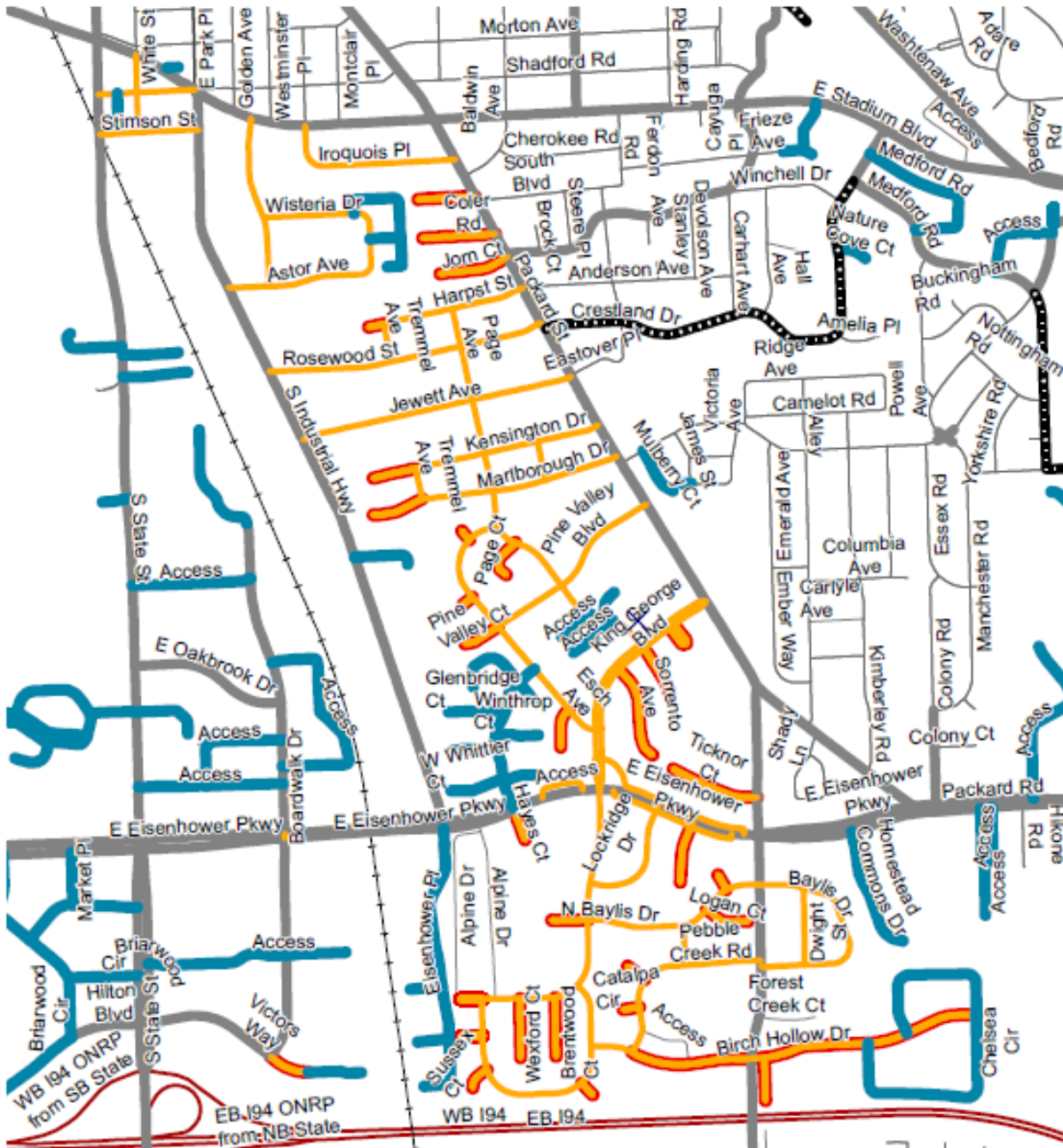


Trouble Spots

- | | | |
|---------------|------------------|----------------|
| South Blvd | Quail Hollow Ct | Tarnbrook Ct |
| Coler Rd | Tacoma Cir | Wexford Ct |
| John Ct | Ticknor Ct | Brentwood Ct |
| Harpst St | Ward Ct | N Bayliss Dr |
| Kensington Dr | Boardwalk Dr | Sussex Ct |
| Page Ct | King George Blvd | King George Ct |
| Esch Ct | | Hayes Ct |
| Catapa Ct | Lockridge Dr | |

LOCAL-11






	School Salt Route
	Private or University Street
	Plow Route 11
	Majors
	Cul-de-sacs



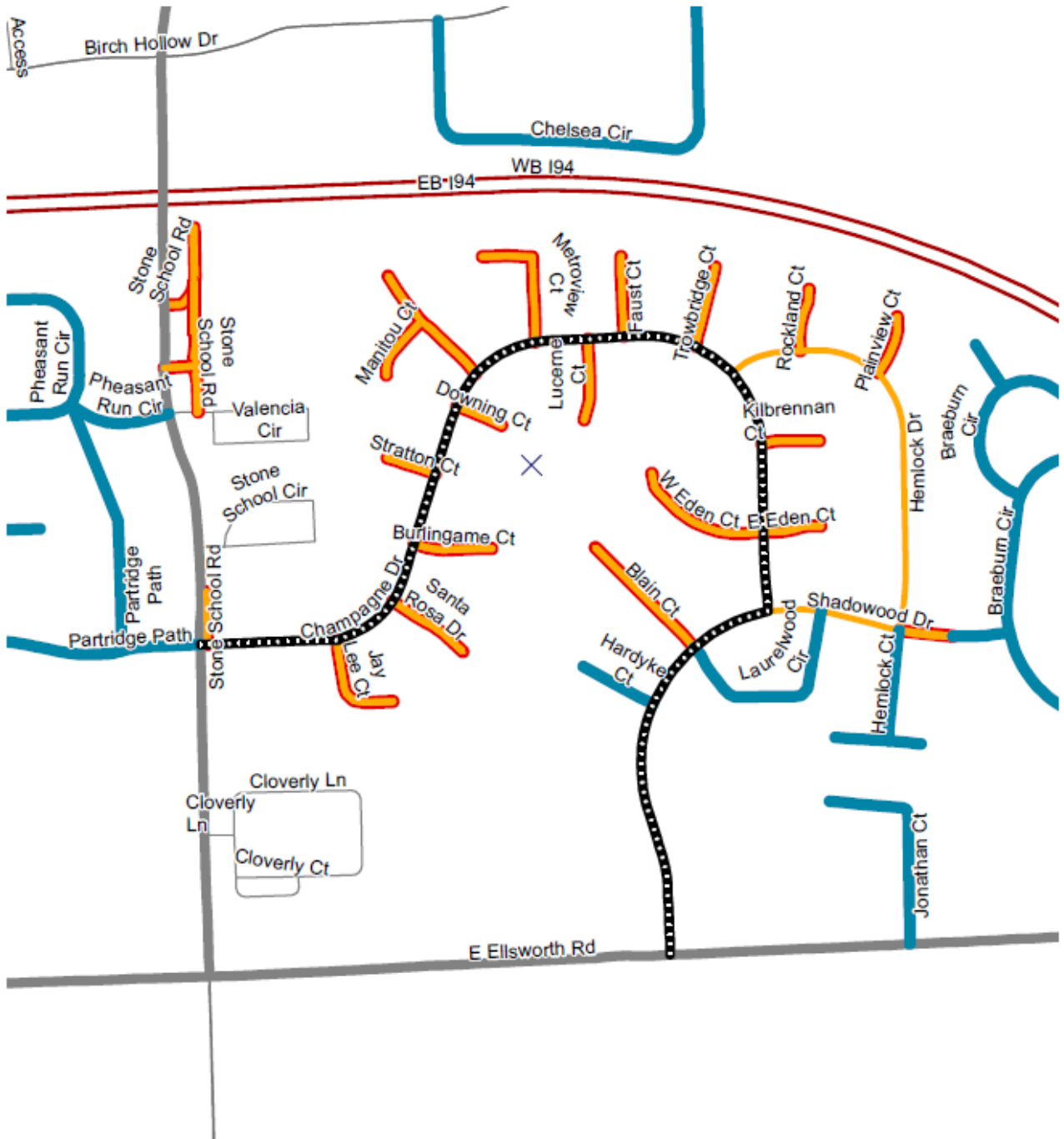
LOCAL-12

Trouble Spots

Englewood Ct	Rockland Ct	Manitou Ct
Stratton Ct	E Eden Ct	Blain Ct
Downing Ct	Plainview Ct	Hardyke Ct
Burlingame Ct	Kilbrennan Ct	Santa Rosa Dr
Lucerne Ct	Trowbridge Ct	Jay Lee Ct
Faust Ct	W Eden Ct	

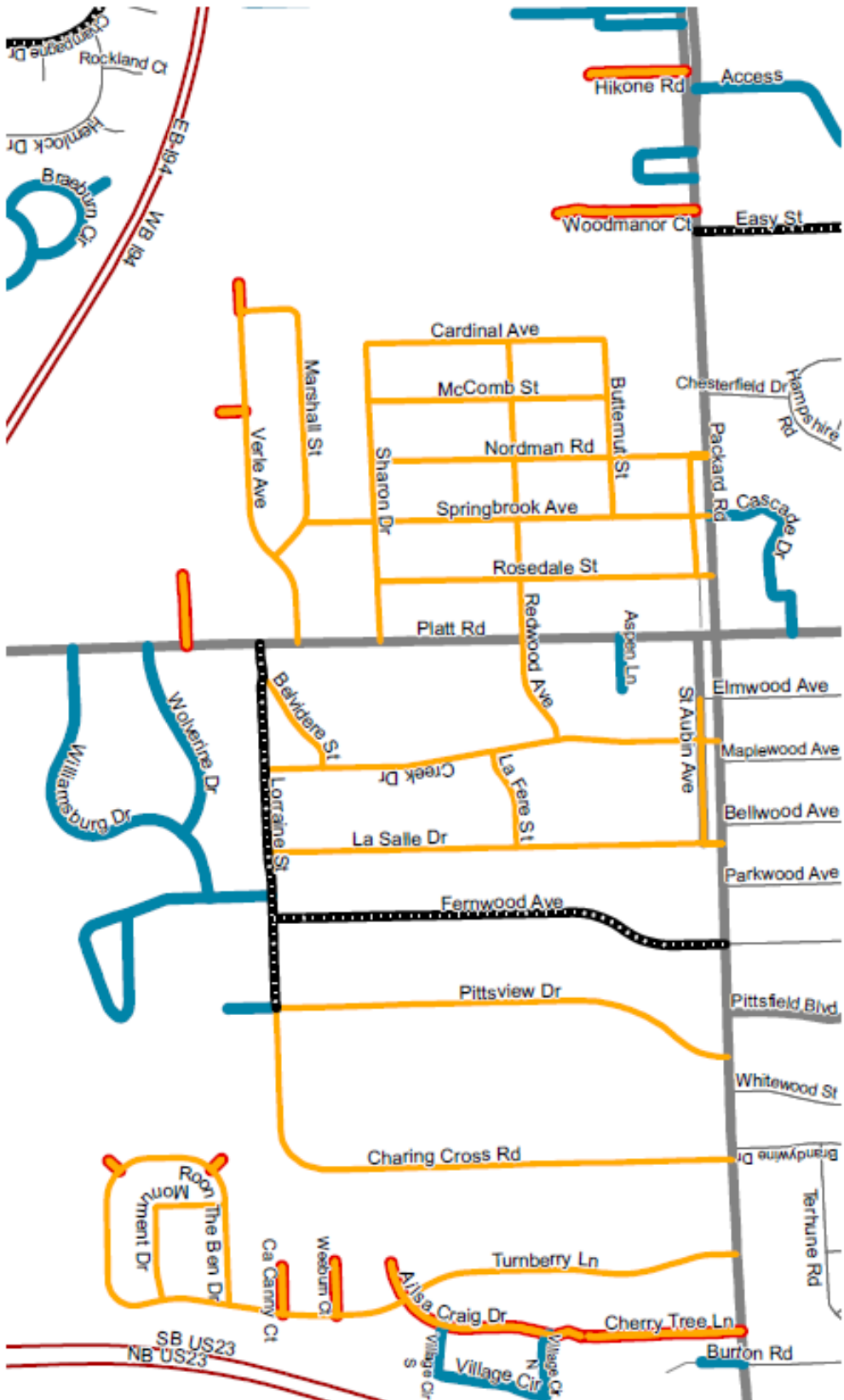
	School Salt Route
	Private or University Street
	Flow Route 12
	Majors
	Cul-de-sacs

47

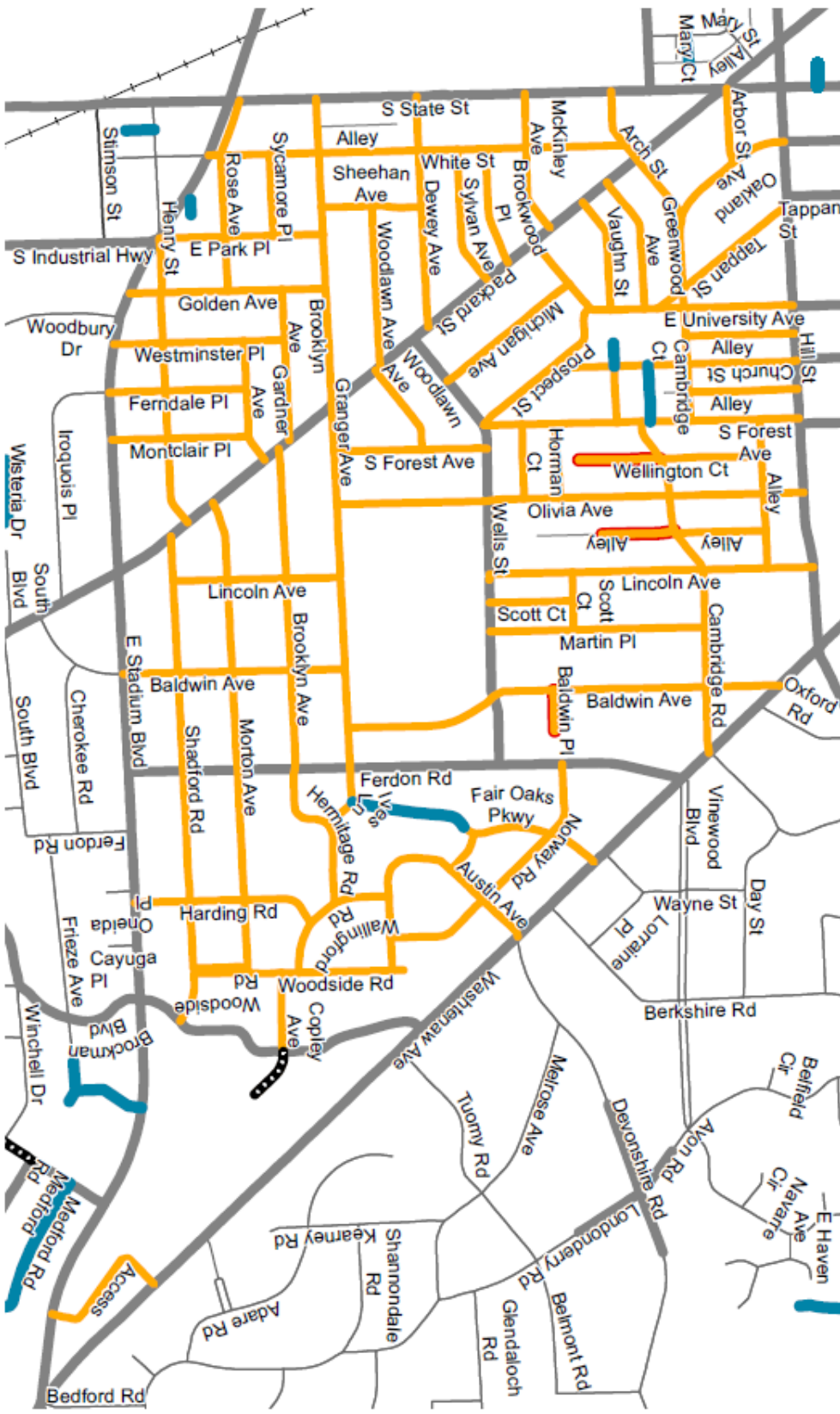


LOCAL-13

Trouble Spots
 Woodmanor Ct
 Eddy St
 Marshall St
 Wolverine Dr
 Verle Ave
 Packard Rd Service
 West Section



LOCAL-14



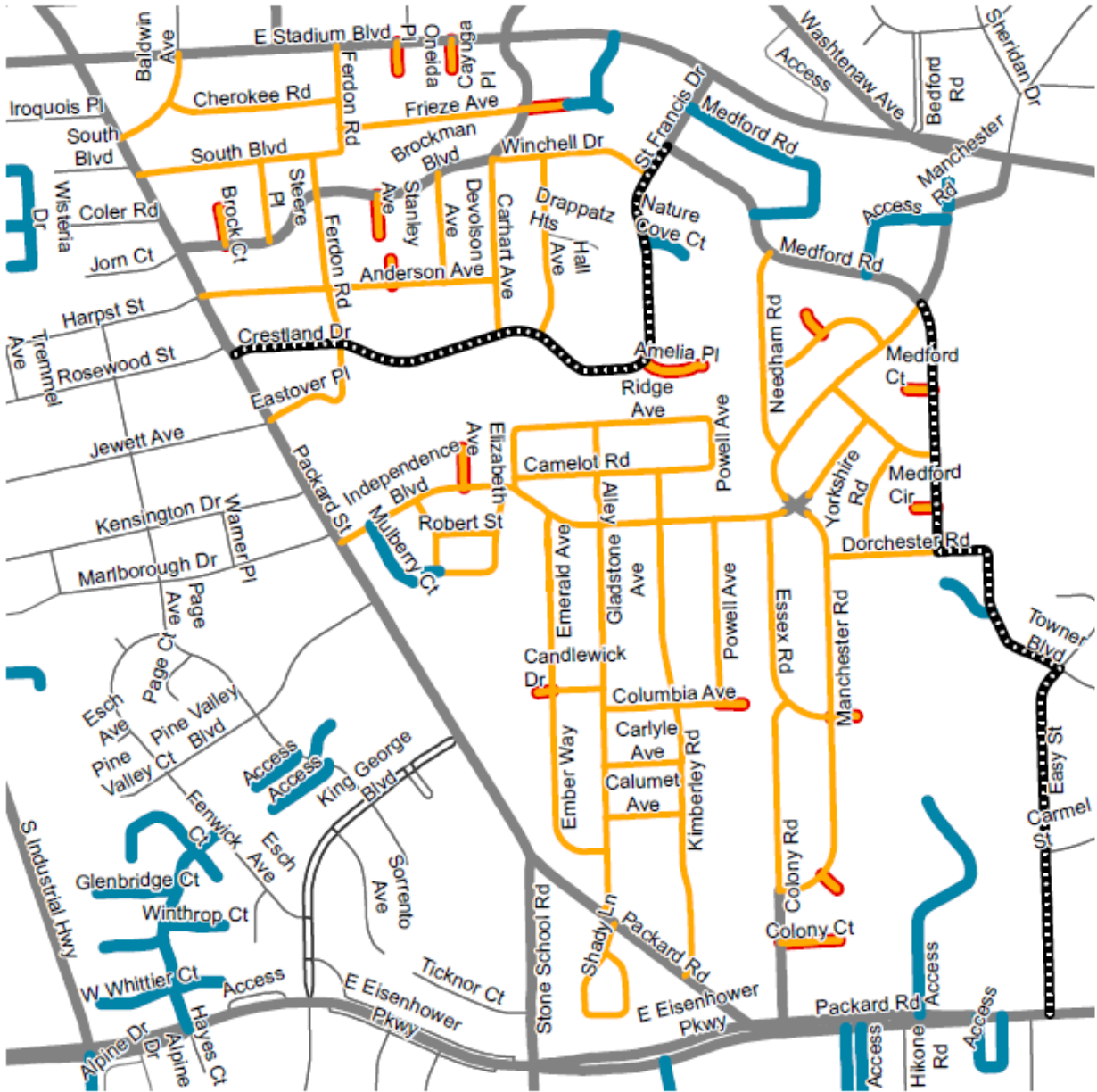
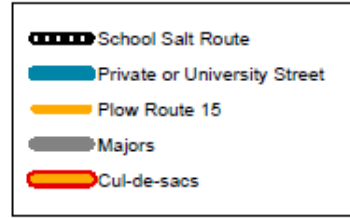
- Trouble Spots
- Wellington Ct
 - Woodside Rd
 - Baldwin Pl
 - Copely Av

	School Salt Route
	Private or University Street
	Plow Route 14
	Majors
	Cut-de-sacs

LOCAL-15

Trouble Spots

Colony Ct	Elizabeth Av
Stanely Av	Frieze Av
Columbia Av	Candlewick Dr
Manchester Ct	Medford Cir
Essex Rd	Brock Ct
Amelia Pl	



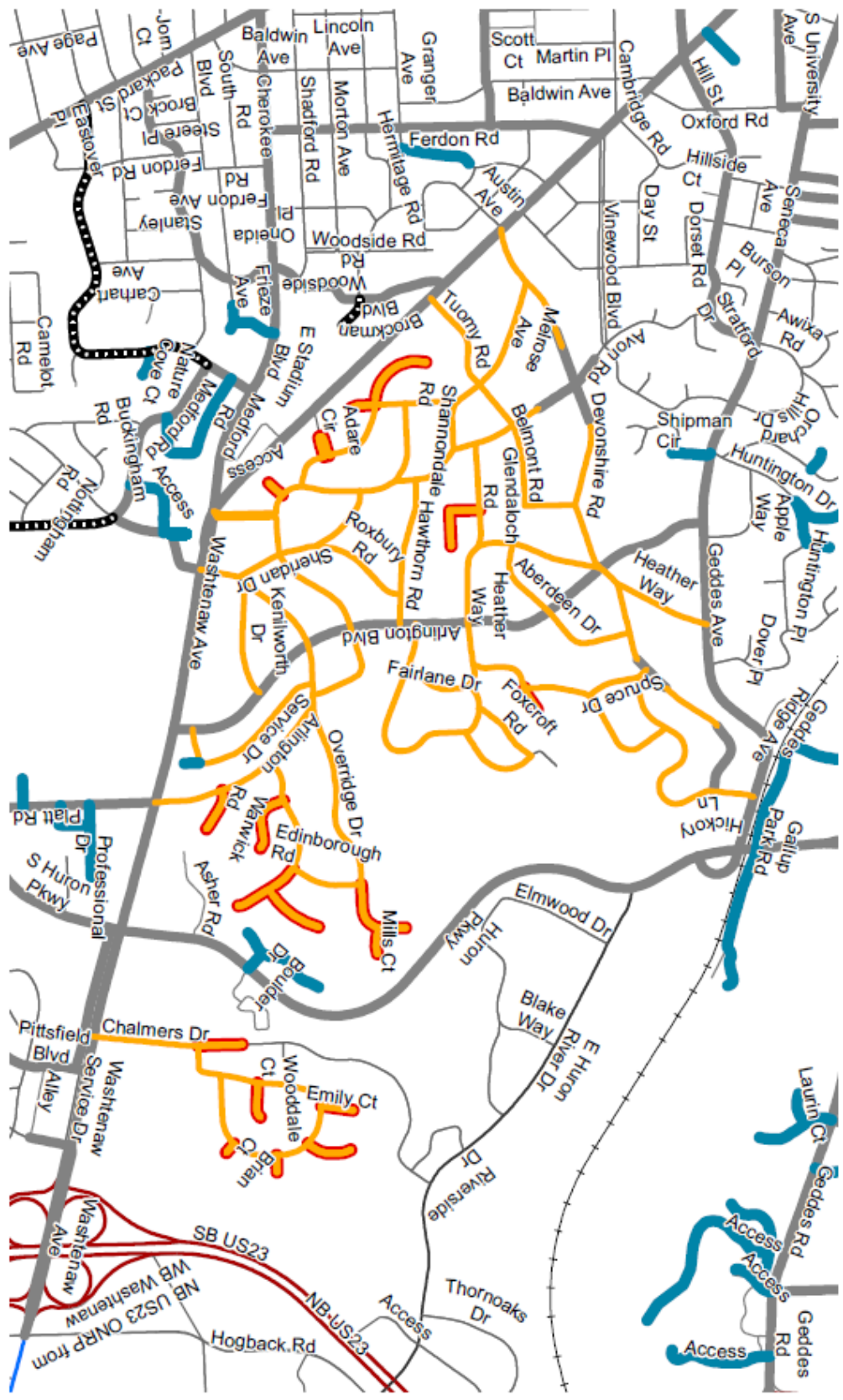
LOCAL-16

- Trouble Spots
- Carmel St
 - Revere Ct
 - Old Boston Ct
 - Professional Dr
 - Burton Rd
 - Salern Ct
 - Galilway Ct
 - Donegal Ct

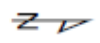


LOCAL-17

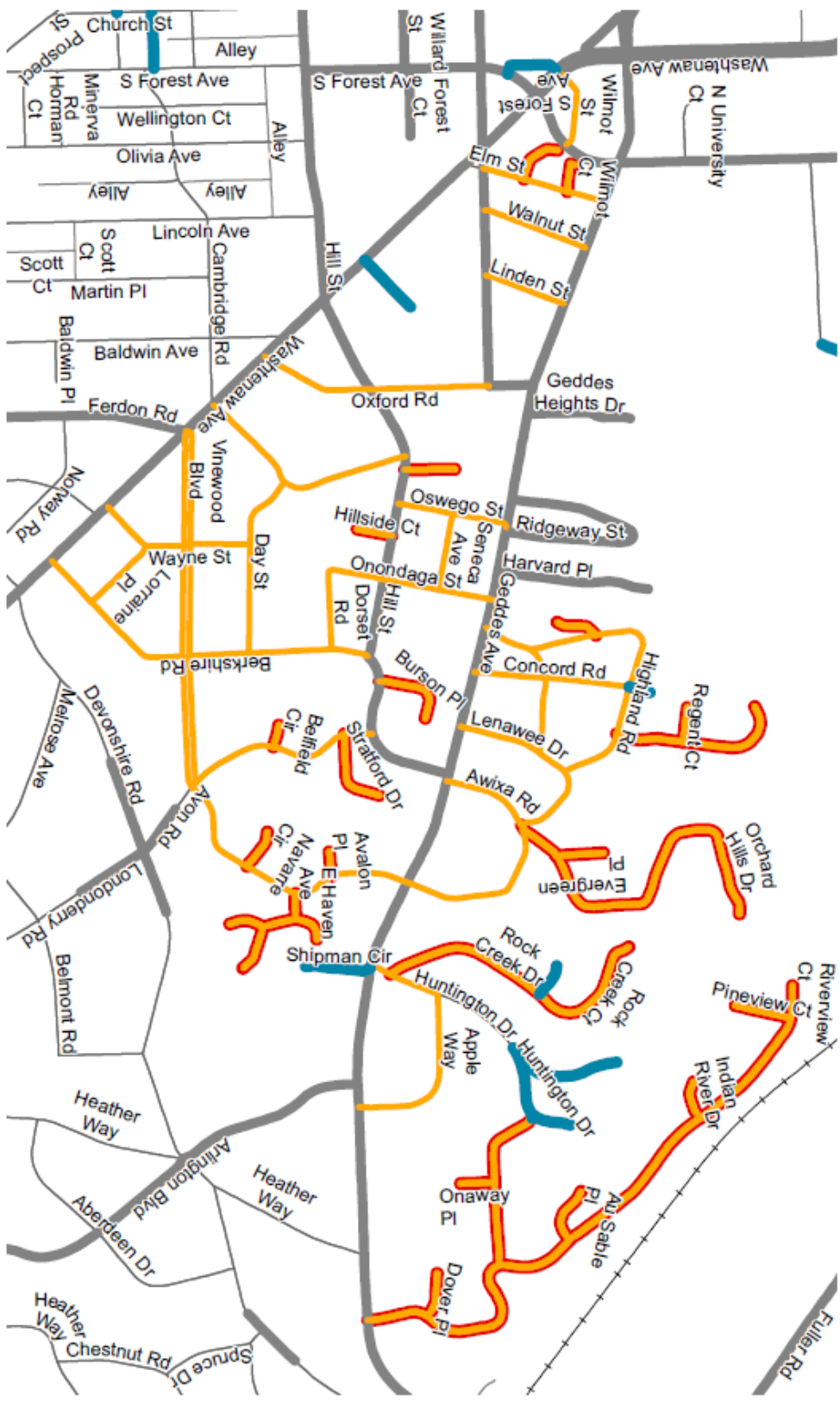
- Trouble Spots
- Adare Rd
 - Glendaloch Cir
 - Heathenways St
 - Hunting Valley Rd
 - New Castle Rd
 - Stonehaven Rd
 - Mills Ct
 - Chalmers Dr
 - Warwick Rd



	School Salt Route
	Private or University Street
	Plow Route 17
	Majors
	Cur-de-sacs



LOCAL-18



- Trouble Spots
- E Heatherbrook Ln
 - E Haven Av
 - Avallon Pl
 - Havarr Cir
 - Stratford Dr
 - Indian River Pl
 - Pineview Ct
 - Riverview Ct
 - Rockcreek Dr
 - Burson Pl
 - Belfield Cir
 - Mack Rd
 - Ruthven Pl
 - Geddes Heights Dr
 - Hillside Ct
 - Au Sable Pl
 - Huntington Pl
 - Onaway Pl
 - Orchard Hills Dr
 - Regent Ct
 - Regent Dr
 - Geddes Heights Dr
 - Hillside Ct
 - Navarre Cir
 - Avallon Pl
 - Heatheridge Av
 - Evergreen Pl

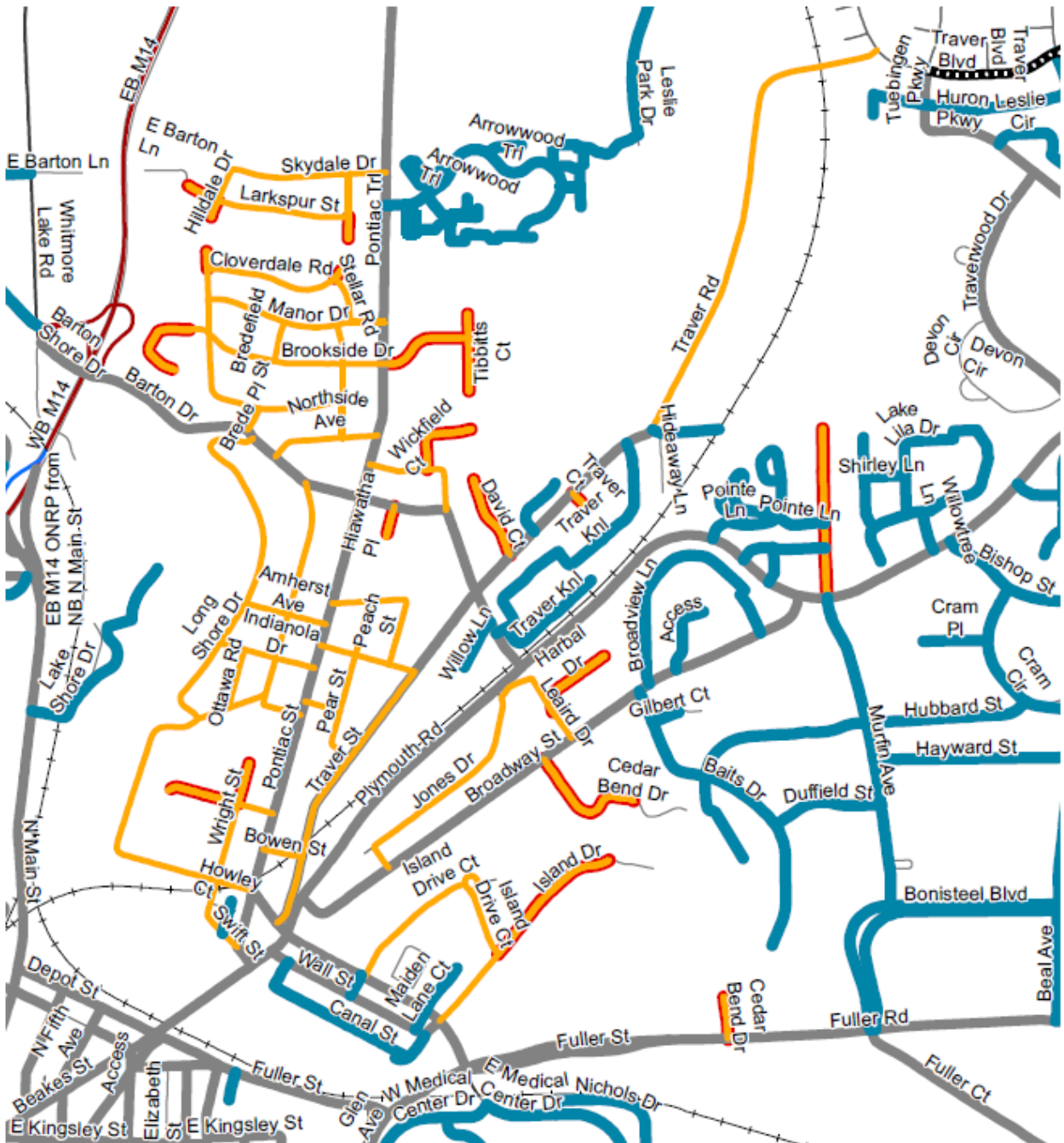
	School Sait Route
	Private or University Street
	Plow Route 18
	Majors
	Cur-de-sacs

LOCAL-19

Trouble Spots

Hillsdale Dr	Cloverdale Rd	Kellogg St
Brookside Dr	Steller Rd	Wright St
Upland Dr	Barton Dr	Upland Dr
Harbal Dr	Brookside Dr	David Ct
Island Dr	Wickfield Ct	Hiawatha Pl
Haiden Ln	Harbal Ct	Cedar Bend Dr

- School Salt Route
- Private or University Street
- Flow Route 19
- Majors
- Cul-de-sacs

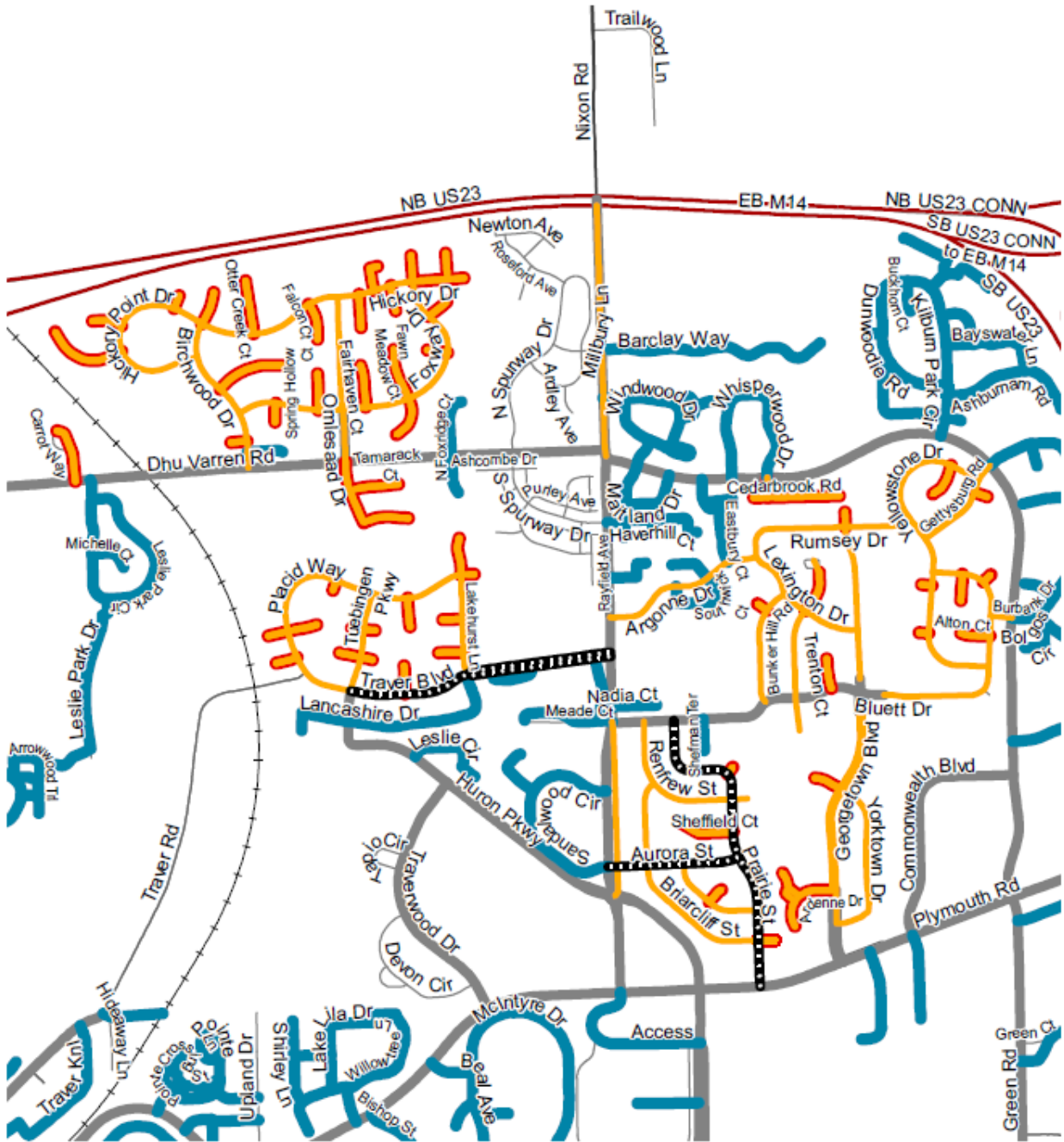


LOCAL-20

Trouble Spots

- | | | |
|-----------------|----------------|--------------|
| Fairhaven Ct | Richmond Ct | Alton Ct |
| Fawn Meadow Ct | Service Drive | Arden E Dr |
| Cedarbrook Ct | Praire St | Refrew St |
| Tamarack Ct | Yellowstone Ct | Antietam Dr |
| Meadowridge Ct | Carl Ct | Sheffield Ct |
| Georgetown Blvd | Harbal Dr | |






- School Salt Route
- Plow Route 20
- Private or University Street
- Cul-de-sacs, Local 20
- Majors

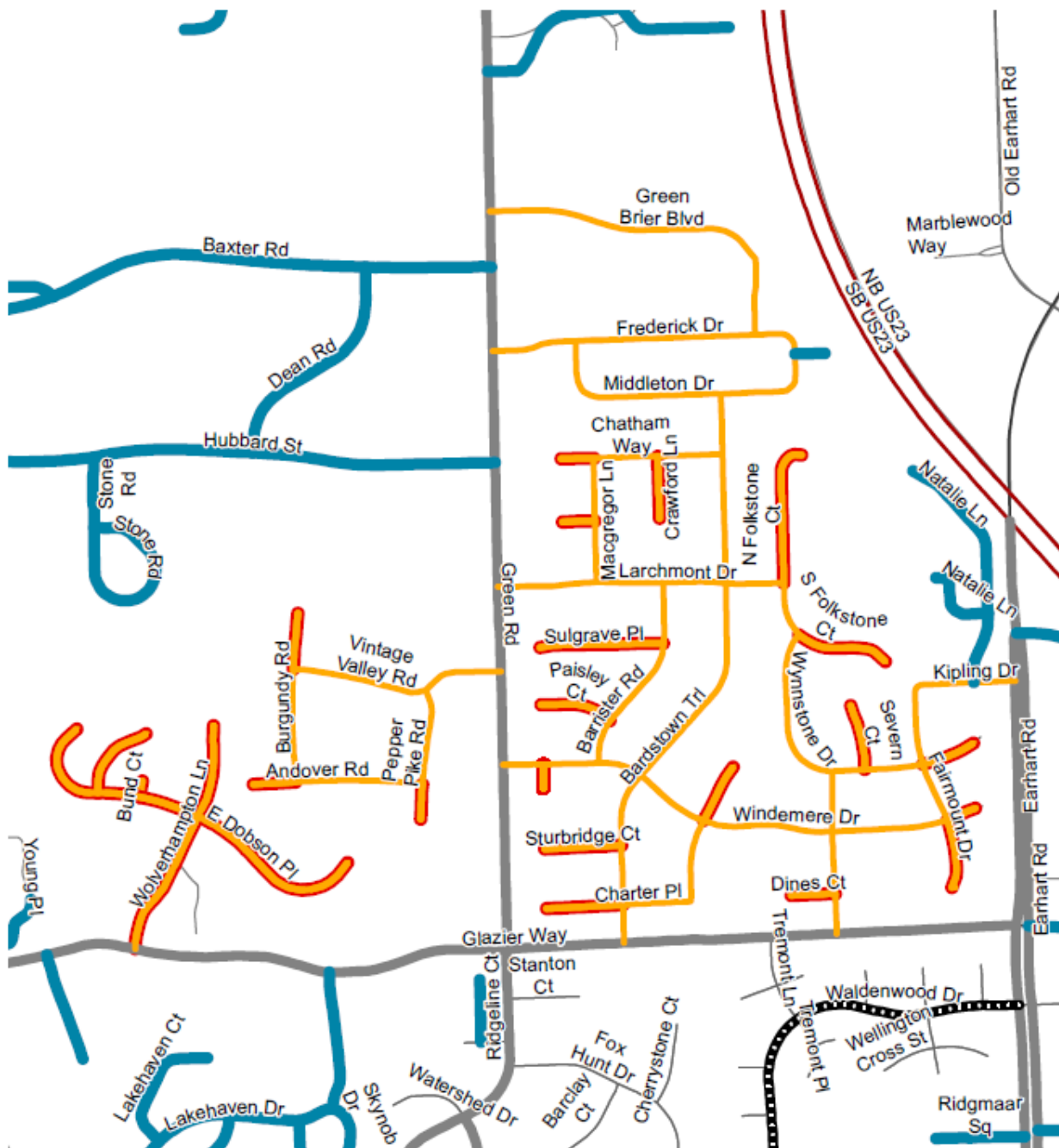


LOCAL-21

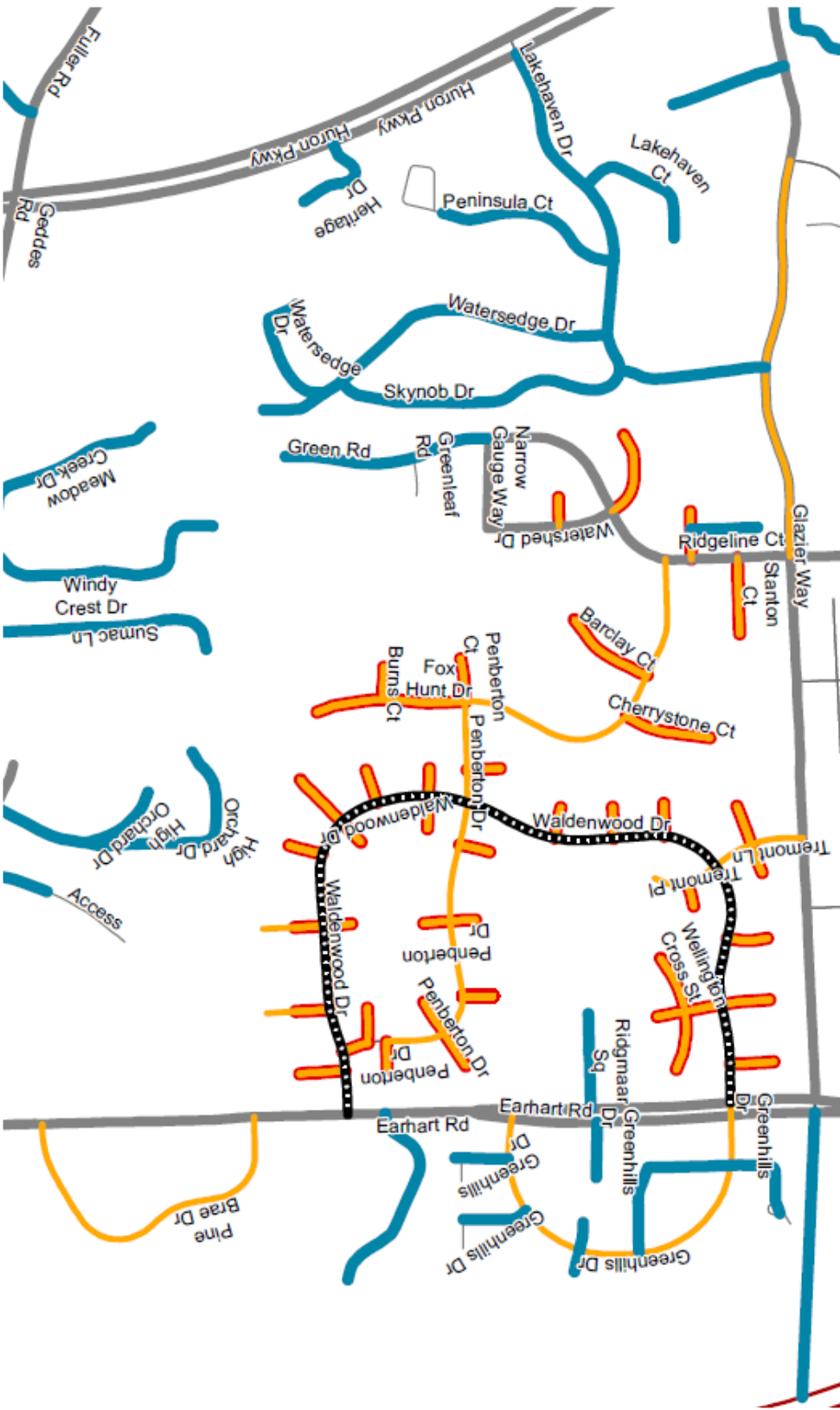
Trouble Spots

- | | | |
|----------------|---------------|----------------|
| Burgundy Rd | Charter Pl | Prestwick Ct |
| Andover Rd | Sturbridge Ct | Windemere Ct |
| Pepper Pike Rd | Dines Ct | Dines Ct |
| Sulgrave Pl | Crawford Ln | Fairmount Dr |
| W Dobson Pl | Macgregor Ln | Severn Ct |
| E Dobson Pl | Paisley Ct | N Folkstone Ct |

	School Salt Route
	Private or University Street
	Flow Route 21
	Majors
	Cul-de-sacs



LOCAL-22



- Trouble Spots**
- | | | |
|--------------|---------------------|----------------|
| Stanton Ct | Waldenwood Dr | Tremont Pl |
| Barclay Ct | Parclay Ct | Penderton Dr |
| Penderton Ct | Ridgeline Dr | Watershed Dr |
| Burns Ct | Tremont Ln | Watershed Ct |
| Ridgeline Ct | Wellington Cross St | Cherry Side Ct |

	School Salt Route
	Private or University Street
	Plow Route 22
	Majors
	Cur-de-sacs