

CITY OF ANN ARBOR  
INVITATION TO BID



Police Department Holster Supply

**ITB No. 4312**

Due Date: Tuesday, November 12, 2013  
On or Before 10:00 AM (Local Time)

Ann Arbor Police Department  
Administering Service Unit

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

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ADVERTISEMENT TO BID  
CITY OF ANN ARBOR  
POLICE DEPARTMENT HOLSTER INVENTORY  
ITB # 4312

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5<sup>th</sup>) Floor, Guy Larcom City Hall, on or before Tuesday, November 12, 2013 by 10:00 AM (Local Time) for specified holsters. Bids will be publicly opened and read aloud at this time.

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

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

Precondition for doing business with the City of Ann Arbor would be complying with applicable living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Bid documents.

After the time of opening, no Bid may be withdrawn for a period of one hundred twenty (120) days.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

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

CITY OF ANN ARBOR PROCUREMENT UNIT

## INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Instructions to Bidders, Bid, Bid Forms, Specifications, all Addenda, and Purchase Order Terms and Conditions and understands them. The Bidder declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

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.

The undersigned proposes to perform all work described in the bid documents, including any addenda issued, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and **Addenda numbered \_\_\_\_\_**, the undersigned, as Bidder, proposes to perform all the work included herein for the amounts set forth in the Bid Forms.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

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

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

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 \_\_\_\_\_, 2013

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
(Print Name of Signer Above)

## **INSTRUCTIONS TO BIDDERS**

### **General**

Work to be done under this Contract is generally described through the scope of work and must be completed fully in accordance with the bid documents. All work to be done under this Contract is located in or near the City of Ann Arbor. Any Bid which does not conform fully to these instructions may be rejected.

### **Preparation of Bids**

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

Bids must be submitted on "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

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

### **Questions or Clarification on ITB Specifications**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB. All questions shall be due on or before November 4, 2013 by 3:00pm and should be addressed as follows:

Specification/Scope of Work questions emailed to [edreslinski@a2gov.org](mailto:edreslinski@a2gov.org)  
Bid Process and HR Compliance questions emailed to [KLancaster@a2gov.org](mailto:KLancaster@a2gov.org)

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

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Lt. Ed Dreslinski at [edreslinski@a2gov.org](mailto:edreslinski@a2gov.org) at after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

## **Addenda**

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

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

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

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Tuesday, November 12, 2013 by 10:00am (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 three (3) Bid copies in a sealed envelope clearly marked: **ITB #4312-Ann Arbor Police Department Holster Supply**

### **Bids must be addressed and delivered to:**

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

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

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, excepting Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

## **Award**

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

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

## **Official Documents**

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

## **Bid Security**

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

## **Withdrawal of Bids**

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

## **Human Rights Information**

The City's Purchase Order standard terms and conditions, attached as Appendix A, outline the requirements for fair employment practices under City of Ann Arbor contracts. It is the responsibility of the selected Bidder to comply, when applicable, with all State, Federal and Local non-discrimination laws, including MCL 37.2209 and City Ordinance Chapter 112, Section 9:161.



To establish compliance with this requirement, a Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms attached as Attachment A. In the event Human Rights forms are not submitted with the bid, a bidder will have 24 hours to provide once requested by the City.

### **Debarment**

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

### **Disclosures**

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

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The 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.

### **Sales Taxes**

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt.

### **Reservation of Rights**

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

## BID SPECIFICATIONS

### General Conditions

1. Guaranteed delivery within sixty (60) days or less from the date of order.
2. All bids are F.O.B DESTINATION, freight prepaid, addressed to:

CITY OF ANN ARBOR  
POLICE DEPARTMENT-FIREARMS UNIT  
JUSTICE CENTER  
301 E. HURON ST.  
ANN ARBOR, M 48104

3. All bid prices must remain in effect for at least one hundred twenty (120) days from the date of the bid opening to allow for the award of the bid; and that if chosen the successful bidder, the prices bid will remain firm from the date of the award through the time period indicated in the bid documents.

### Holsters; Description

Holster Supply items for both uniform and plain clothes Officers/Detectives:

Duty Belt holsters must be:

- able to accommodate either a Sig Sauer (Sig) P229R or P226R Pistol
- able to be worn on either on the right or left side.
- Constructed to allow for the option of attachment of a lighting source to the Sig, either Surefire X300 or Streamlight TLR1
- black hi-gloss (either leather or plastic) for uniformed use

Plain clothes holsters must be:

- flat black (either leather or plastic) for plain clothes use
  - must have both options for belt loop or paddle back use

Design and construction of the holster must be comparable to Safariland Level 3 security ALS technology in the 6360 and 6378 holsters as well as in the 6006 accessory. If Safariland products are not bid, please include materials specification sheet for the holsters being bid.

Estimated order quantities are listed on the Bid Form for the various styles of holsters.

BID FORM

The undersigned acknowledges that it has carefully examined the instructions and specifications of Bid No. 4312 and it agrees that it will furnish the gun holsters for the prices stated in this bid. It is understood and agreed that the instructions, specifications, compliance questions, answers and additional responses (if any) are an integral part of the bid submission from the undersigned.

The undersigned bidder further understands and agrees that the City of Ann Arbor is reserving the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the City.

<u>Description</u>	<u>Quantity</u>	<u>Item</u>	<u>Unit Price</u>
	135*	Safariland 6360** ALS Level 3 Security in Hi-gloss finish Sig <u>P226R</u> (right or left handed <u>with</u> attachment option)	\$ _____
		Sig <u>P229R</u> (right or left handed <u>with</u> attachment option)	\$ _____
		Sig <u>P226R</u> (right or left handed <u>without</u> attachment option)	\$ _____
		Sig <u>P229R</u> (right or left handed <u>without</u> attachment option)	\$ _____
	30*	Safariland 6378** ALS Concealable belt loop and paddle back in flat black: Sig Sauer P226R (right or left handed)	\$ _____
		Sig Sauer P229R (right or left handed)	\$ _____
	30*	Safariland 6006** ALS guard for adaption to 6378 For Sig Sauer P226R (right or left handed)	\$ _____
		For Sig Sauer P229R (right or left handed)	\$ _____

\*The quantities shown are for estimating purposes only. No guarantee of minimum quantities is offered in this solicitation.

\*\*Safariland or comparable alternate product brand

COMPANY \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT A**

**LEGAL STATUS OF BIDDER**

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

Bidder declares that it is:

\* A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom, \_\_\_\_\_, bearing the office title of, \_\_\_\_\_, whose signature is affixed to this bid, is authorized to execute contracts.

\*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

\* A limited liability company doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the title/office of \_\_\_\_\_, whose signature is affixed to this bid, is authorized to execute contracts on behalf of the LLC.

\* A partnership organized under the laws of the state of \_\_\_\_\_, and filed with the county of \_\_\_\_\_, whose member are listed below (list all members and the street and mailing address of each):

\* An individual, whose signature with address, is affixed to this proposal:  
(initial here) \_\_\_\_\_

**ATTACHMENT B**  
**City of Ann Arbor Procurement Office**  
**INSTRUCTIONS FOR CONTRACTORS**  
**For Completing Contract Compliance Form**

**City Policy**

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

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

**To complete the form:**

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

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

**For assistance in completing the form, contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

## Attachment C-Human Resources Compliance Form

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

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

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

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

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

**CITY OF ANN ARBOR PROCUREMENT OFFICE**  
**HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

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

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

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



## City of Ann Arbor: General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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