

INVITATION TO BID
ITB # 4296

PREMIUM LASER COMPATIBLE INK AND TONER CARTRIDGES (NOT
REFURBISHED OR REFILLED) OEM CARTRIDGES AND MISCELLANEOUS
PRINTER PARTS



Due Date: Friday, August 9, 2013

By 11:00 AM

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
PREMIUM LASER COMPATIBLE INK AND TONER CARTRIDGES (NOT
REFURBISHED OR REFILLED) OEM CARTRIDGES AND MISCELLANEOUS
PRINTER PARTS
ITB # 4296

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before Friday, August 9, 2013 by 11:00 AM for PREMIUM LASER COMPATIBLE INK AND TONER CARTRIDGES (NOT REFURBISHED OR REFILLED) OEM CARTRIDGES AND MISCELLANEOUS PRINTER PARTS. 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 or City of Ann Arbor web site 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 provisions of Chapter 112 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After the time of opening, no Bid may be withdrawn for a period of 120 days.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, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and 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 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 shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, 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 at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

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)

SECTION I 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 Friday, July 26, 2013 by 3:00pm and should be addressed as follows:

Specification/Scope of Work questions emailed to DHeusel@a2gov.org

Bid Process and HR Compliance questions emailed to KLancaster@a2gov.org

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.

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 Friday, August 9, 2013 by 11:00 am. 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 #4296- PREMIUM LASER COMPATIBLE INK AND TONER CARTRIDGES (NOT REFURBISHED OR REFILLED) OEM CARTRIDGES AND MISCELLANEOUS PRINTER PARTS.**

Bids must be addressed and delivered to:

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

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 3:00 p.m. Monday through Friday, excluding holidays. The City will not be liable to any Bidder for any wrongfully labeled bid, unforeseen circumstances, delivery, or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

Award

The City intends to award a contract to the lowest responsible Bidder. The City may utilize alternative offered in the Bid Forms, if any, to determine the lowest responsible Bidder, For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the Bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid

than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

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 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 120 days specified in the Advertisement.

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.

SECTION II

SCOPE OF WORK

The City of Ann Arbor is soliciting quotations for the purchase of premium compatible ink and toner cartridges and supplies for a two (2) year period, with an option to renew for two (2) additional 1-year periods. The City of Ann Arbor has numerous locations throughout the City that will be serviced under the contract awarded. The Vendor will be required to deliver its products to each of these locations on an as-needed basis. Cost includes delivery to various City-owned buildings located in Ann Arbor and to various units located at the Ann Arbor Municipal Building.

The City reserves the right to split or abstract any or all quotations and award multiple contracts for the same quotation, based on price, availability and service when, in its judgment, best serves the City of Ann Arbor; therefore, it is not necessary that you provide pricing for every item.

Vendor shall provide all new materials in original packaging where applicable.

****THE CITY WILL NOT ACCEPT BIDS FOR REFURBISHED OR REFILLED CARTRIDGES****

Vendor shall indicate on the Bid Form a minimum order amount, if any, and service charge for any order below the minimum, if applicable.

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amounts of the quotation, or other mathematical error, the unit price quotation will govern.

It is recommended, but not required, that the Vendor be able to provide the City with a number of computer-generated reports by service area unit, individual location and by the City as a total as applicable.

It is recommended, but not required, that the Vendor designate an individual to support the supply system and provide a primary interface between the City and the Vendor.

All vendors shall include with their bid, a list of at least three (3) current references to whom comparable items have been sold. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of your bid as non-responsive.

Warranty/Guarantee

All warranties by manufacturer shall apply. Proposer shall, as part of its bid, **furnish its warranty/guarantee** for all goods to be furnished hereunder. Proposer shall be

obligated to replace all defects in material, which are discovered or exist during the warranty period; all transportation shall be at Proposer's expense.

Subcontractors and Assignment of Agreement and other Contractors

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts or omissions. The Vendor shall not assign the Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Vendor shall coordinate his/her work with theirs. If any part of the Vendor's work depends on the proper execution of any other contractor, the Vendor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other Vendor's work.

SPECIFICATIONS

Manufacturer Warranty information:

Describe your return/warranty policy:

Acknowledge and agree that the City will **not** be assessed restocking or any other form of return charges for items. _____(initial here). Comments (if any):

Describe your policy in the event that a defective cartridge causes needed repairs or cleaning of a printer:

Do you require a minimum order dollar amount? Yes_____or No_____

If yes, what is the minimum order dollar amount: \$ _____

Do you require an "Additional Charge" for orders less than minimum?
Yes_____or No_____

If yes, what is the dollar amount of the "Additional Charge?"
\$ _____

Do you publish your own full-line catalog? Yes_____or No_____

If not, what catalog do you use? _____

What is the catalog discount to the City? _____%

Please include one (1) copy of the catalog you are using with your bid – additional copies may be requested at a later date. Yes_____ or No_____

Additional products may be added to or deleted from the list during the contract term at the discretion of the City. For items not specified, provide a percentage (%) discount off manufacturer's list: _____% off list or provide comments:

List the various methods for ordering products (i.e., telephone, fax, e-mail, on-line):

Do you offer on-line ordering? Yes_____ or No_____

If yes, provide information on your Internet capability, including availability of on-line pricing.

How are Material Safety Data Sheets (MSDS) provided to the City?

What types of computer-generated reports are available to the City and how will they be provided (i.e., via Internet, mailed to City, etc.)? If none, indicate "none."

What is the time from placing order to on-site delivery?

All products under this Bid are to be delivered no more than three (3) days after receipt of order. Deliveries will be made between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday.

Describe your method of delivery and guaranteed delivery (example: your truck, common carrier, etc.,)

Note: If delivery is by your truck, the City requires insurance, naming the City of Ann Arbor as Additional Insured.

Cost **includes delivery** to various City-owned buildings located in Ann Arbor and Service Units located at the Ann Arbor Municipal Building. Acknowledge that the above pricing includes delivery _____ (initial here).

Do you offer "desk-top" delivery to various departments located at City of Ann Arbor Building? Yes_____ or No_____ Comments: _____

Does your company accept Purchasing Card transactions?

Yes _____ or No _____

Does your company offer a rebate of any type to the City of Ann Arbor for sales volume, on-line ordering or additional contracts to your company under the Extended Contract clause? Yes _____ or No _____

If Yes, please describe in detail the rebate program:

Does your company offer a credit for returned cartridges? Yes _____ or No _____

If Yes, please describe the credit program:

Describe the method for returning used cartridges:

Indicate the name and phone number of the account representative that will serve as the primary interface between the City and the Vendor. If none, indicate "none."

(Name and local office address)

Office Tel: _____ Cellular Tel: _____

Fax: _____

Can the vendor periodically visit the City on-site to provide information concerning products and/or services upon request? Yes _____ or No _____

Provide at least three (3) references (including name and phone number):

Can you meet the City's Insurance requirements? Yes _____ No _____

State any exceptions, substitutions or deviations from the City specifications along with reason for same below:

Additional value-added offers/programs not addressed above:

The Vendor should submit with the bid the latest printed literature and detailed specifications on items the Vendor offers to furnish. This literature is for informational purposes only.

Has literature been provided? Yes _____ No _____

Vendor Information

It is understood that all bid prices shall remain in effect for at least ninety (90) days from the date of the quote opening or the award, whichever comes first, except for the successful proposer whose prices are to remain firm through contract.

The proposer affirms that he/she is duly authorized to execute bid, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other proposer and that the contents of this bid as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as a result of, or on basis of the quotation.

The submission of a bid hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

EMAIL: _____ **WEBSITE:** _____

AUTHORIZED REPRESENTATIVE'S NAME:

SIGNATURE: _____

TITLE: _____ **DATE:** _____

The City reserves the right to split or abstract any or all quotations and award multiple contracts for the same quotation, based on price, availability and service when, in its judgment, best serves the City of Ann Arbor; therefore, it is necessary that you provide pricing for every item.

Bid Sheet

Please Bid Price Per Cartridge

Printer Type Cartridge	Printer Name	Low/Standard Yield Cartridge	High Yield
LaserJet		1 022N	\$
\$ LaserJet		1300N	\$
\$ LaserJet		1 320N	\$
\$ LaserJet		1505N	\$
\$ LaserJet		P1 606	\$
\$ LaserJet		P2015	\$
\$ LaserJet		P2035	\$
\$ LaserJet		P2050	\$
\$ LaserJet		P2055	\$
\$			
LaserJet	▼ 2300	\$	\$
LaserJet	▼ CM2320	\$	\$
LaserJet	▼ 2430	\$	\$
LaserJet	▼ M2727	\$	\$
LaserJet	▼ 2840	\$	\$
LaserJet	▼ CP3505	\$	\$
LaserJet	▼ 3800	\$	\$
LaserJet	▼ 4000	\$	\$
LaserJet	▼ 4005	\$	\$
LaserJet	▼ 4050	\$	\$
LaserJet	▼ 41 00	\$	\$
LaserJet	▼ 4200	\$	\$
LaserJet	▼ 4250	\$	\$
LaserJet	▼ 4300	\$	\$
LaserJet	▼ 4350	\$	\$
LaserJet	▼ 4500	\$	\$
LaserJet	▼ 4600	\$	\$
LaserJet	▼ 4700	\$	\$
LaserJet	▼ 8000	\$	\$
LaserJet	M401	\$	\$
LaserJet	M451	\$	\$
LaserJet	M601	\$	\$

APPENDIX A
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

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

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic Latino	or 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													

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

Form #2

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

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												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													
TOTAL													
PREVIOUS YEAR TOTAL													

APPENDIX B
City of Ann Arbor Purchase Order Terms and Conditions

City of Ann Arbor: General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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