

CITY OF ANN ARBOR
INVITATION TO BID



RENTAL OF REFUSE TRUCKS

ITB # 4401

Due Date: Friday, August 28, 2015 On or Before 10:00 A.M.
(Local Time)

Fleet and Facility Services Unit, Public Services Area
Administering Service Unit

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48108

TABLE OF CONTENTS

<u>Section</u>		<u>Pages</u>
Table of Contents.....	TC-1.....	1
Advertisement.....	AD-1.....	2
Instructions to Bidders.....	IB-1 to 5.....	3
Invitation to Bid.....	P-1 to 3.....	7
Bid Forms.....	BF-1.....	10
Scope of Work.....	SW-1.....	11
Contract.....	C-1 to 4.....	12
General Conditions.....	GC-1 to 7.....	17
Attachment A – Non-Discrimination Forms.....	AFF-1 to 2.....	24
Attachment B – Living Wage Forms.....	AFF-3 to 4.....	26
Attachment C – Conflict of Interest Form.....	AFF-5.....	28

**ADVERTISEMENT TO BID
CITY OF ANN ARBOR**

ITB # 4401

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 E. Huron Street, c/o of Customer Service, First (1st) Floor, Guy Larcom City Hall, on or before Friday, August 28, 2015 at 10:00 AM (local time) for Rental of Refuse Trucks. Bids will be publicly opened and read aloud at this time.

The City of Ann Arbor is seeking the services of a contractor to provide rental services for refuse trucks. The City requires a maximum of eight rear loading, 25 yard refuse truck from mid-October to mid-December for its fall compost collection. In addition the City needs to rent refuse truck to cover for breakdowns and in high need periods.

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.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. (ii) compliance with applicable prevailing wage and living wage requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of one hundred and twenty (120) days.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

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is described in the Statement of Work and bids must be submitted in accordance with the specifications in the document.

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

Preparation of Bids

Bids must be submitted in the bid format and requirements included in this document. The information included therein should be as concise as possible. Bids must be submitted on the "Bid Forms" found on Page Number BF-1 with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

All bids become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

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.

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. The City accepts no financial responsibility for costs incurred by any Bidder in responding to this ITB.

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, August 21, 2015 at 9:00 AM and should be addressed as follows:

- a) Specification/Scope of Work questions emailed to Tom Gibbons at tgibbons@a2gov.org
- b) Bid Process and HR Compliance questions emailed to Colin Spencer at cspencer@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.

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 **Friday, August 28, 2015 by 10:00 AM (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB 4401 – Rental of Refuse Trucks**.

Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit
c/o Customer Service, 1st 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 following the close of the due date and time. 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 Submitter selected to conduct business with the City of Ann Arbor will be required to execute the standard Agreement with the City (a specimen copy is included with this bid on pages C-1 to C-4). The City will not entertain requests to revise, amend, or change the language of the standard Agreement except where necessary to incorporate the scope of services and compensation for same as awarded. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the City's standard Agreement.

The City intends to award a contract(s) to the lowest responsible Bidder(s) or in any manner deemed to be in the best interest of the City of Ann Arbor. On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible

Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City.

The City reserves the right to not consider any bid that it determines to be unresponsive and deficient in any of the information requested for evaluation. The City may contact references to verify material submitted by the Bidder. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this ITB, a portion of the scope, or a revised scope.

The City reserves the right to reject the low cost bid, if evaluation determines that to be in its best interest. Bids whose costs do not accurately represent a reasonable cost for the services being purchased may be automatically disqualified and rejected.

Previous performance will be a factor in the award of this bid. Bidders with a poor performance history or poor references, in quantity or quality, may be disqualified and rejected

Official Documents

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

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 120 days specified in the Advertisement.

Contract Period

Contract will be effective upon signing of the Contract agreement on or about October 5, 2015 through June 30, 2018. The City shall have the right to renew the contract for up to three additional one-year periods provided that forty-five days prior to the date of termination for the respective term of the contract, the City notifies the contractor of its intent to renew the contract. Renewal on an annual basis shall be on the same terms and conditions as the original contract subject to pricing adjustments as submitted in the PRICING OPTIONS section of the Bid Form. The City also reserves the right to extend the contract on a month-to-month basis for a period not to exceed six-months from the date of the initial term termination date. Any such extension shall be on the same terms and conditions as the original contract and not subject to pricing adjustments. Please note that the City of Ann Arbor will not utilize this clause for a lengthy renewal. This clause will only be used to allow for revising specifications, bidding, and awarding new contracts.

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

Human Rights Information

Section 13, beginning at page GC-4, outlines the requirements for fair employment practices under City of Ann Arbor Contracts. To establish compliance with this Ordinance, the Bidder must complete and return with its bid completed copies of the Declaration of Compliance Forms (Attachments A).

Wage Requirements

Section 13, beginning at page GC-4, outlines the requirements for payment of prevailing wages or of a “living wage” to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

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 found in Attachment C.

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 bidder's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) know as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

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

Reservation of Rights

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

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

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, Vendor Conflict of Interest Disclosure Form, 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 _____, 2015.

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

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 on behalf of Bidder.*

*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 bid, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this bid.

BID FORM

Company: _____

PRICING OPTIONS: If you do not check one of the following your bid will be considered FIRM for the entire contract including renewals. (See item B)

- A. () Pricing is not subject to increase, but will be subject to reduction. (This will be considered only in case of identical prices offered.)
- B. () The price is firm for entire contract period (including renewals).
- C. () The price is firm until June 30, 2016 and is then subject to adjustment with maximum allowable increase of _____% each year of the contract including the three (3) one year renewal periods.
- D. () The price is firm until June 30, 2018 and is then subject to adjustment with maximum allowable increase of _____% for each of the three (3) one year renewal periods.

NOTE: Percentage figure must be shown to obtain consideration under Paragraph C or D above.

A) Rental of 25 yard or larger, rear loading refuse trucks.

Weekly cost \$_____

The City requires a minimum of 8 trucks from mid-October to mid-December yearly (minimum of 8 weeks)

Can you meet this requirement yearly? _____ Yes _____ No

B) Rental of 28 yard or larger front loading refuse truck

Weekly cost \$_____

C) Rental of 25 yard or larger side loading refuse truck with automated arm

Weekly cost \$_____

D) Delivery and pick up of rental trucks

Deliver and pick up cost \$_____ per trucks

All trucks being rented shall be delivered to and pick up from the Wheeler Service Center at 4251 Stone School Rd. Ann Arbor, MI 48108

Signature of Authorized Representative of Bidder

SCOPE OF WORK

Comprehensive Services

The Bidder will be expected to meet or exceed all specification listed in this Section. Any alternative to the City specifications for service delivery proposed by the Bidder must be listed in detail and documented in the same manner as the called for in the City specification.

Bidders acknowledge and warrant in submission of their bid that it is made in conformity with the Invitation to Bid and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the ITB, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract evidenced by the issuance of a purchase order by the City, shall be binding after the signing of the contract unless incorporated in the contract. Return of the acknowledgment copy of a City purchase order or any other statement or writing of the Bidder shall not alter, add to, or otherwise affect these terms and conditions.

Standard Specifications:

Contractor shall furnish refuse trucks that that at a maximum two model years old. When multiple trucks are rented at the same time the packer bodies shall all be of the same manufacture.

Every October during the contract period the contractor MUST provide a minimum of eight (8) rear loading refuse trucks for a minimum of 8 weeks of rental. The stated date of the rental will be in mid-October but the actual start date will for the rental will fluctuate from year to year. The start date will be emailed to the contractor a minimum of 30 days before the rental is to begin.

Periodically during the life of the contract the City may rent refuse trucks on a week to week basis as needed. The contractor will have 48 hour to deliver a truck once they are notified of the City's need. The City will specify the type of truck needed, rear loading, side loading or front loading and the time period for which the rental is needed. If the requested type of refuse truck is not available the contract shall offer an alternative type. The acceptance of the alternative type truck will be at the City's sole discretion.

SAMPLE CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2015, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”) and _____ (“Contractor”)

(An individual/partnership/corporation, include state of incorporation)

(Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

- A. The Contractor agrees to provide services as described in “RENTAL OF REFUSE TRUCKS ITB No. 4401”, which is incorporated here by reference.
- B. The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement
- C. The Contractor’s standard of service under this agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator
- D. The contractor shall perform its Services for the Project in compliance with all applicable laws, ordinances, and regulations. In accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-Discrimination Forms

Living Wage Declaration of

Compliance Forms

(if applicable)

Vendor Conflict of Interest Disclosure

Form

Bid Forms

Contract and Exhibits

General Conditions

Standard Specifications

Detailed Specifications

Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services Area/Fleet & Facilities Services Unit

Supervising Professional means Fleet & Facilities Unit Manager or other persons acting under the authorization of the Administrator/Manager of the Administering Service Area/Unit.

Project means Rental of Refuse Trucks, Bid No. ITB 4401

ARTICLE III - Duration

The term of this agreement shall be 2 years and 9 month commencing on October 5, 2015, and terminating on June 30, 2018, unless terminated breach or as provided for in this agreement.

The parties agree that this contract may be renewed, at the sole option of the City, for up to three additional one-year periods under the same terms and conditions for the amount specified in Article IV, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide notice of its intent to renew in the following manner: 1) no less than sixty (60) days prior to the termination date of the original term of the Agreement, for the first one-year renewal period and 2) no less than sixty (60) days prior to the termination date of the first renewal term of the Agreement, for the second one-year renewal period.

ARTICLE IV - Compensation

- A. Payment shall be made monthly following receipt of invoices submitted by Contractor and approved by the Contract Administrator.
- B. Contractor's compensation shall be based on Bid Proposal Forms included in the bid "Rental of Refuse Trucks" ITB No 4401 which are attached as Exhibit A. It is understood and agreed between the parties that the compensation stated in Exhibit A is inclusive of any and all remuneration to which the Contractor may be entitled.
- C. Contractor shall keep complete records of rental service provided under this contract so that the Administering Service Area/Unit may verify invoices submitted by the Contractor. Records shall be made available to the City upon request.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted without the written consent of the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. 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 or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the Contractor may specify in writing...

ARTICLE IX - Indemnification

To the extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and expense, including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Lessee as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, defect in or failure of the Vehicles, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission by or on behalf of Lessor, its officers, agents, and employees or any other person including but not limited to any claims of strict liability in tort, breach of warranty and/or negligence. Further, Lessee shall to the extent permitted by law defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and equipment, including reasonable attorneys' fees by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee as a result of any pollution liability claims or environmental impairment claim made as a result of Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances, or materials commonly described as hazardous substances. This paragraph is not intended, and shall not be construed, to waive or limit any immunity defense which Lessee may have including but not limited to governmental immunity.

ARTICLE X - Entire Agreement

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

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____

Christopher Taylor, Mayor

By _____

Jacqueline Beaudry, City Clerk

Approved as to substance

By _____

Steven D. Powers, City Administrator

By _____

Craig Hupy, Public Service Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

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 work. Materials or work described in words which 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 listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 – Transfer of Risk

The time and point of transfer of risk for the Vehicles from Lessor to Lessee shall be when the Vehicles have been delivered by Lessor to Lessee's Site and Lessor and Lessee have completed the Inventory Checklist. The time and point of transfer of risk for the Vehicles back to Lessor from Lessee shall be when the Vehicles have been delivered back to Lessor at Lessee's Site.

Section 3 – Condition and Return of Rented Trucks

All Vehicles shall be model year 2010 or newer. All Vehicles shall be of the same chassis manufacture with the same brand of packer units. The Vehicles are the property of Lessor and is represented by Lessor as being in good repair and mechanical condition. Lessor and Lessee agree to complete an "Inventory Checklist" at the time the Vehicles are delivered to Lessee at Lessee's Site by Lessor. Except as otherwise provided in the Inventory Checklist or herein, Lessee shall return the Vehicles in the same condition as received, ordinary wear and tear excepted, to Lessor at Lessee's Site on the date specified or sooner if demanded by Lessor. The Vehicles shall be returned in a clean condition, meaning that it will be cleaned of leaves from the leaf pick up. Vehicles that have normal dust, dirt and similar substances, other than leaves, from being driven and used for leaf pick up are not considered dirty. If Vehicles are returned in a dirty condition, there will be a minimum charge of One Hundred Fifty Dollars (\$150.00) for each dirty Vehicle. Lessee will return the Vehicles with fuel at the same level as when the Vehicles were delivered to Lessee at Lessee's Site. Lessee will return the Vehicles without any tax-exempt fuel in the tanks.

Section 4 – Use of the Vehicles

The Vehicles shall be used solely in Lessee's business and kept only at its Site (except that the Vehicles may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving the Vehicles from its Site, of the location and project to which the Vehicles are relocated and the date(s) each Vehicle is removed or placed on any job site other than Lessee's Site. Lessee shall promptly

respond to all requests by Lessor concerning the location of all Vehicles and any information requested by Lessor concerning the job site (including but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of the premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site. For purposes of this lease, "reasonable times" shall be defined as the hours of operation of the City of Ann Arbor Public Services Area, Field Operation Unit, Street Maintenance Group, being 6:00 a.m. – 4:00 p.m. E.T. Each Vehicle shall be used only with its rated capacity by qualified personnel. For purposes of this lease, "qualified personnel" shall be defined as assigned City employees with CDL Group B or Group A licenses to operate the Vehicles under the laws of the State of Michigan. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving the Vehicles, and promptly furnish Lessor in writing all information required in connection therewith. The Vehicles shall not be used, operated, or driven (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole and exclusive responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any race, test or competitive event; and (F) by any person other than (1) qualified employee of Lessee in the ordinary course of such employee's regular employment, or (2) a qualified licensed driver and provided Lessee's permission be first obtained. If the Vehicles are used in violation of this Paragraph, or are obtained from Lessor by fraud or misrepresentation or is used in furtherance of any illegal purpose, all use of the Vehicles is and shall be deemed used without Lessor's permission

Section 5 – Vehicle Service

Lessee shall perform and pay for all normal, periodic and other basic service, adjustments and lubrication of the Vehicles, including but not limited to checking of the Vehicles, before each shift and supplying fuel, oil and water, and checking cooling system (engines only) and checking tire pressures and battery fluid and charge levels at least weekly. If the Vehicles fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forthwith.

Section 6 – Responsibility for Loss or Damage

Lessee is responsible to Lessor for any loss or damage to the Vehicles beyond the condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of a Vehicle at the time it is lost or damaged, less its salvage value, plus an administrative fee and Lessor's related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event a Vehicle is damaged in a manner for which the Lessee is responsible, such Vehicle may be repaired by Lessor or a repairer of Lessor's at the then prevailing hourly rate for labor posted at the Lessor's branch where the Vehicle is being repaired, or the repairer's hourly rate for labor charged by repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price.

Section 7 – Subrogation

In the event of any loss or damage to the Vehicles, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Section 8 – Vehicle Insurance

Lessee shall, at Lessee's expense, during the term hereof, maintain in force self-insurance or insurance coverage the following: a policy of public liability and property damage insurance with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or person including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Vehicles. Lessee shall, on demand, furnish Lessor a certificate of self-insurance and/or insurance, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee shall at Lessee's expense, during the term hereof, maintain in force a insurance covering any and all physical damage to the Vehicles in the amount stated herein. Further, Lessee shall ensure that any certificate of insurance referenced herein shall name Lessor as an additional named insured on such certificate of insurance. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within 2 business days of Lessee's knowledge of any accident or occurrence involving such Vehicles. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage.

Section 9 – Rental

This Agreement is an agreement of rental only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to the Vehicles and shall defend, indemnify, and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let the Vehicles or assign this Agreement. The use of the Vehicles by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon the Vehicles either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action or expense including reasonable attorney's fees arising out of such loss or damage.

Section 10 – Liability

The liability of Lessor for delay or failure to pick up the Vehicles or for failure of the Vehicles to perform shall not exceed the rental charges herein provided to Lessee shall be responsible for making arrangements for return of the Vehicles. This Agreement does not terminate until the Vehicles are picked up by Lessor at Lessee's Site and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

Section 11 – Disclaimer of Warranties and Limitation of Liability

A Vehicle that is still subject to warranties from the manufacturer thereof is leased subject to such warranties as are made in writing by the manufacturer. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within

such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. **EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO EQUIPMENT STILL UNDER WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR.**

Section 12 – Titles, Headings and Captions

All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

Section 13 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this

data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said

goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

(e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

Section 14 - The City's Right to Terminate Contract

This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.

Either party shall have the privilege, with or without cause, to cancel and annul this agreement at any time on sixty (60) days written notice to the other party in accordance with the notice provisions of Article XII. It is agreed by the parties that the actual date of termination shall be determined by mutual agreement. If services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated only for reasonable time spent prior to date of termination.

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

The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

Section 15 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 16 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 17 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 18 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

Section 19 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 20 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents.

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/departments/city-clerk

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 has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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.

2015 Rev. 0

ATTACHMENT B – LIVING WAGE FORMS

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.81/hour when health care is provided, or no less than \$14.30/hour for those employers that do not provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2015.
b) Please check the boxes below which apply to your workforce:
[] Employees who are assigned to any covered City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
OR
[] Employees who are assigned to any covered City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____
c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
d) To provide the City payroll records or other documentation as requested; and,
e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name Address, City, State, Zip
Signature of Authorized Representative Phone (area code)
Type or Print Name and Title Email address
Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6500

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits*

\$14.30 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
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

ATTACHMENT C – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM



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 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.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

*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 the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
---	------	--

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.