

ADDENDUM No. 2

ITB No. 4412

Janitorial Services-WWTP

Due: Tuesday, December 1, 2015 at 2:00 P.M.

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Janitorial Services-WWTP, ITB No. 4412, on which proposals will be received on/or before Tuesday, December 1, 2015 by 2:00 P.M.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 4 pages.**

Bidder is to acknowledge receipt of this Addendum No. 2, including all attachments (if any) in its Bid by so indicating on Page 12 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum will be considered nonconforming.

The following forms provided within the ITB Document must be included in submitted bids:

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

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

I. QUESTIONS AND ANSWERS

The following questions have been received by the City. Responses are being provided in accordance with the terms of the ITB. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: I didn't see anything about insurance requirements I know they are some I would like to know what are they?

Answer 1: Insurance requirements have been added starting on Page 3 herein.

Question 2: What are the terms of payment?

Answer 2: The City's standard payment terms of Net 30 are provided within the City of Ann Arbor: General Terms and Conditions provided on Page 27 of the ITB Document.

Question 3: What is the name of the current contractor?

Answer 3: Janitorial services are currently being provided by Du-All Cleaning.

Question 4: What is the amount of the current award?

Answer 4: Current monthly charges are \$1,850.00 per month.

Question 5: I may have a subcontractor doing the carpet cleaning; would that be considered a major contractor?

Answer 5: Section 2 – Subcontractors form provided on Page 25 of the ITB Document is optional and will not be required at bid opening. However, bidders are encouraged to disclose any potential subcontractors that may be used for the work contained within the ITB Document. The City reserves the right to request clarification or further details from bidders on any potential subcontractors including those not explicitly disclosed upon bid opening.

Question 6: Could you please clarify the window cleaning requirements and frequencies for interior and exterior glass?

Answer 6: Where “Spot clean all door glass” is listed in the ITB Document it is expected that this be performed at least once weekly or as needed. Where “Wash/clean glass on windows, doors, and equipment” is listed in the ITB Document it is expected that this be performed monthly. Exterior glass on the Second Floor or higher of the Administration Building and the Solids Handling Building is excluded from the scope of this ITB.

Question 7: Are you able to divulge your budget for Janitorial Services?

Answer 7: See Answer 4 above. The City intends to keep costs at or near this value for these services.

Question 8: How many sq ft of floor scrubbing going to be done on annually bases?

Answer 8: The pre-bid meeting and facility walk through provided an opportunity for interested vendors to see the areas expected to be serviced and measure if further information was needed. The only mention of “floor scrubbing” in the ITB Document is found in those parts of the scope that mention “Scrub shower room floors and walls”. The only annual service requested in the ITB Document is to “Steam clean carpets annually”.

Respondents are responsible for any conclusions that they may draw from the information contained in the Addendum.

Insurance Requirements

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
 - Bodily Injury by Accident - \$500,000 each accident
 - Bodily Injury by Disease - \$500,000 each employee
 - Bodily Injury by Disease - \$500,000 each policy limit
 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:
 - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
 - \$2,000,000 Per Job General Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 Products and Completed Operations Aggregate
 3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must

provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

- D. Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.