

# INVITATION TO BID

ITB No. 4290

## WATER TREATMENT PLANT CHEMICAL BID ANHYDROUS AMMONIA (NH<sub>3</sub>)



Due Date: Tuesday June 11, 2013 at 2:00 p.m.

Issued By:

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

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ADVERTISEMENT  
FOR THE  
WATER TREATMENT CHEMICAL BID  
ANHYDROUS AMMONIA (NH<sub>3</sub>)  
ITB NO. 4290

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, Fifth Floor, Larcom City Hall, on or before Tuesday June 11, 2013 by 2:00 PM for the chemical Anhydrous Ammonia (NH<sub>3</sub>) for use by the City's Water Treatment System. Bids will be publically opened and read aloud at this time.

Anhydrous Ammonia must be supplied to the City Water Treatment Plant, FOB destination, freight prepaid. The selected bidder will be responsible for transferring the product from the transport vehicle to the City storage vessel.

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

Each bidder shall provide the City of Ann Arbor with a complete copy of the U. S. Department of Occupational Safety & Health Administration, Material Safety Data Sheets, (form OSHA-20) for each product bid.

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 entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents.

After the time of opening, no Bid may be withdrawn for a period of 60 days.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 on bid documents may be obtained from the Procurement Office, (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

## **Section 1 INSTRUCTIONS TO BIDDERS**

### **General**

The City is soliciting bids for Anhydrous Ammonia (NH<sub>3</sub>). Chemical specifications are included in Section 2

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

### **Site Inspection**

Prior to Thursday June 6, 2013, a bidder may inspect the City's site and equipment. Inspections are by appointment only during business hours (8:00 am to 3:00 pm). Appointments can be scheduled by email to Larry Sanford, Assistant Manager, Water Treatment Unit at [LSanford@a2gov.org](mailto:LSanford@a2gov.org). No appointments will be scheduled after June 6, 2013.

### **Preparation of Bids**

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

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

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

### **Questions or Clarification 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 submitted by June 7, 2013 by 2:00 pm and should be addressed as follows:

Specification/Scope of Work questions emailed to Larry Sanford, Asst. Mgr, Water Treatment Services Unit at [LSanford@a2gov.org](mailto:LSanford@a2gov.org)

Bid Process and HR Compliance questions emailed to Karen Lancaster, Finance Director at [KLancaster@a2gov.org](mailto: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](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://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 Tuesday, June 11, 2013 by 2:00 PM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) additional Bid copies in a sealed envelope clearly marked: **ITB No. 4290 – Water Treatment Chemical – Anhydrous Ammonia**

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

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

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

Hand delivered Bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

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

## **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder. 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 intends to issue a purchase order to the selected Bidder. The City Purchase Order terms and conditions have been included with the Bid as an appendix. The contract term to start approximately July 1, 2013 and continue through June 30, 2014 (twelve-month period). The City reserves the right to renew the contract with the selected Bidder for up to three (3) one-year periods provided that by sixty (60) days prior to the end of the original contract term or renewal term (as applicable) written notice of the City's exercise of its extension rights is provided to the Vendor. Extension to be under the same terms and conditions.

## **Official Documents**

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://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 60 days specified in the Advertisement. Bid Pricing must be firm through August 30, 2013

## **Human Rights Information**

To establish compliance with City Ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms or an acceptable equivalent. In the event Human Rights forms are not submitted with bid, the Bidder will have 24 hours to provide once requested by the City.

## **Disclosures**

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

also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

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

## Section 2 STANDARD SPECIFICATIONS FOR ANHYDROUS AMMONIA

*This standard pertains to anhydrous ammonia for use in the treatment of municipal water supplies.*

The Anhydrous Ammonia (“Product”) delivered by the selected Vendor will meet or exceed these specifications. The City of Ann Arbor may reject any Product that does not meet the specifications and no charge shall be made for Product so rejected.

Vendors that deliver hazardous chemicals must assure that their employees are trained on performing the job safely, including but not limited to the characteristics of the supplied chemical, safe operating and maintenance practices, emergency response, routine operational observations or maintenance tasks, and technical guidance to assure that the workforce is adequately acquainted with all aspects of handling and using the supplied chemical. Upon request, the selected vendor must present information on their applicable safety practices and training.

Vendor must submit a manufacturer’s Materials Safety Data Sheet (MSDS) for the chemical bid with the Bid Form. The selected Vendor will be required to submit a new MSDS to the City if any revision or change occurs during the contract

The selected Vendor shall be required to submit an affidavit from the manufacturer or supplier that the anhydrous ammonia furnished under this contract conforms to NSF/ANSI Standard 60/61 and meets or exceeds this standard.

### SECTION 1: General Information

#### Sec. 1.1 Definitions

The following definitions shall apply in this standard:

**Manufacturer:** *Any party that produces anhydrous ammonia as covered by this standard.*

**Purchaser:** *Any party that enters into a contract, either written or verbal, to purchase anhydrous ammonia in accordance with the provisions of this standard.*

**Vendor:** *Any party that enters into a contract, either written or verbal, to supply anhydrous ammonia for purchase in accordance with this standard.*

#### Sec. 1.2 Affidavit of Compliance

The purchaser requires an affidavit from the manufacturer or vendor that the ammonia furnished under the purchaser's orders meets or exceeds, ANSI/AWWA Standard B305-06, NSF Standard 60 and the specifications of this standard.

#### Sec. 1.3 Rejection

**Notice of Nonconformance.** If the ammonia does not meet the requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the vendor within 10 working days of receipt of the shipment at its point of destination. The results of the purchaser's test shall prevail unless the vendor notifies the purchaser within five working days of receipt of the notice of nonconformance that a retest is desired.

If the material delivered is found to not meet the requirements of this standard, the responsibility of removal from the point of



destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

## **SECTION 2: Specifications**

### **Sec. 2.1 Physical Requirements**

Anhydrous ammonia (NH<sub>3</sub>) supplied under this standard shall be a pungent, colorless, liquefied compressed gas. The material shall contain no solid in suspension that could interfere with the proper operation of ammonia feed equipment. Anhydrous ammonia has a molecular weight of 17.031 and a boiling point of -33.43°C (-28.17°F) at 1 atm. Under the same conditions the density is 42.57 pounds per cubic foot. Ammonia vapor is 0.597 times as heavy as air.

### **Sec. 2.2 Chemical Requirements**

The anhydrous ammonia of this standard shall be refrigeration grade or better and shall have a minimum assay of 99.98% ammonia or more by weight. Ammonia is classified as nonflammable by the Department of Transportation. It is highly associated and stable.

### **Sec 2.3 Impurities**

2.3.1 *General impurities.* The anhydrous ammonia supplied in accordance with this standard shall contain no soluble material or organic substances in quantities capable of producing deleterious effects to the health of those consuming water that has been properly treated with anhydrous ammonia. These quantities shall not be capable of causing water so treated to exceed USEPA safe drinking water standards.

2.3.2 *Water.* The water content shall not exceed 150 ppm by weight.

2.3.3 *Oil.* The oil content shall not exceed 3 ppm by weight.

2.3.4 *Product certification.* Anhydrous ammonia is a direct additive used in the treatment of potable water. This product must conform to NSF Standard 60.

## **SECTION 3: Marking and Shipping**

### **Sec. 3.1 Marking**

Each container shall carry a clear identification of the material it contains and shall carry the proper current labeling and precautionary information as required by federal, state and local requirements.

### **Section 3.2 Bulk shipments**

Anhydrous ammonia in bulk shipment delivered by truck shall comply with all federal requirements.

#### **Section 4.1 Affidavit of Compliance**

The City of Ann Arbor requires an affidavit from the manufacturer or supplier attesting that the anhydrous ammonia complies with all the applicable requirements of this standard.

## SECTION 4: INSURANCE

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s).

A. The certificates of insurance shall meet the following minimum requirements.

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, or Pollution. Limited Pollution endorsement is allowed if Broadened Pollution Liability Coverage is included in the Motor Vehicle Liability Insurance. 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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be 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. Pollution Liability – Broadened Coverage Required
4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under .A.2 and .A.3 above 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. 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.

## SECTION 5: PRICING

Supplier may revise the price **semi-annually** using the formula below, using the Producers Price Index (PPI) published by the U.S. Bureau of Labor Statistics (“BLS”). The choice of specific BLS Producers Price index or indices and the weighting given to a choice of multiple indices will be mutually agreed upon by the City and the Provider. Seasonally unadjusted indices will be used. The adjusted price will be in effect for six months only, at which time it will be adjusted again or revert to the bid price (base selling price).

- The Supplier should include in their bid an appropriate index or indices and the weighting to be applied to each. The Supplier should include the Series ID number with their bid and include their proposed revision formula.
- The Supplier will adjust the price semiannually, on January 20 and July 20 (if the renewal extensions are exercised or the contract is multiyear). The bid price (base selling price) must be in effect for at least 6 months before the first price adjustment.
- The Base Selling Price will be the amount bid by the Supplier.
- The Base Period Factor, denoted with a subscripted zero (in the example:  $E_0$  and  $D_0$ ), shall consist of an average of the most recent finalized indices for a period of one year, immediately preceding the date of the approved City Council resolution for the product being purchased, for that particular representative index. For monthly published indices this will be the arithmetic average of the twelve most recently published finalized indices. For quarterly published indices this will be the arithmetic average of the four most recently published finalized indices.
- The Adjustment Factor, denoted with no subscript (in the example: E and D), shall be based upon an average of the **six** most recently published monthly indices, (or three most recently published quarterly indices) at the time of the revision, for that particular index. For timeliness, if any monthly or quarterly index is still preliminary (designated with a P in the published numbers) at the time of the revision, it will be used in its preliminary state.
- Should the index referenced cease to be published or is published in an alternate form (different Series Number, Base Date, or Period), a mutually agreed upon and similar index will be used for future adjustments.
- When Base Dates are revised by the BLS, rebasing shall be done as needed based upon the old and new reference base period.
- The US Bureau of Labor Statistics Producers Price indices can be found at [www.bls.gov/ppi](http://www.bls.gov/ppi)
- The Revision Formula is:  $P = P_0[r/100(X/X_0) + s/100(Y/Y_0) + t/100(Z/Z_0) + \dots]$  Where
- $P_0$  = Base Selling Price or original bid price as per the Bid Documents.
- P = Revised product price for the new future six month period.
- $X_0$  = Base Period Factor for a selected index.
- X = Adjustment Factor for the same index.
- $r + s + t + \dots = 100$  = weighted proportion of selected index in revision formula

Following is an example of a revision formula. The parameters are defined below.

$$P = P_0 \times [0.70 (E/E_0) + 0.30 (D/D_0)]$$

### Product Price

$P_0$  = Base Selling Price or original bid price as per the Bid Documents

P = Revised product price for the new future six month period.

### Electric Power

$E_0$  = Base Period Factor for Electric Power Distribution – East North Central

E = Adjustment Factor for Electric Power Distribution – East North Central PPI Monthly Index - Series ID: PCU221122221122433, Not Seasonally Adjusted, Base Date: 9012

### Diesel

$D_0$  = Base Period Factor for #2 Diesel Fuel

D = Adjustment Factor for #2 Diesel Fuel PPI Monthly Index - Series ID: WPU057303, Not Seasonally Adjusted, Base Date: 8200

BID FORM

*All Bidders shall submit pricing in the format requested*

ANHYDROUS AMMONIA BULK	\$ _____	TON
FREIGHT	\$ _____	TON
TOTAL DELIVERED COST	\$ _____	TON

INVOICE TERMS: Discount of \_\_\_% or \$\_\_\_\_\_ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

Anhydrous ammonia shall be supplied to the City of Ann Arbor Water Treatment Plant, f.o.b. destination, freight prepaid. Contractor shall be responsible for transferring the product from transport vehicle to the City of Ann Arbor storage vessel. Bidder shall specify minimum shipping amount if any:

\_\_\_\_\_

\_\_\_\_\_.

**NOTE: The Water Plant's storage tank holds 1,000 water gallons. Therefore, the ammonia delivered will be LESS THAN TRUCK LOAD QUANTITIES.**

QUANTITY: These quantities shown are for estimating purposes only, not a guarantee of actual usage. Items will be ordered on an "as needed" basis. All prices are to remain firm.

MONITORING: The successful Provider may provide a telemetry device(s) for tank monitoring that provides data to the Provider on tank level, so that ordering product is unnecessary and resupply is managed by the supplier according to the needs of the Water Treatment Plant. This device (these devices) will be at no cost to the City of Ann Arbor.

**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.

**For assistance in completing the form, contact:**

Procurement Office of the City of Ann Arbor  
734/794-6500

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

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

**Form #1**

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

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

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

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

**EMPLOYMENT DATA**

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

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

Form #2

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

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

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

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

**EMPLOYMENT DATA**

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

## City of Ann Arbor: General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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