

# INVITATION TO BID

ITB # 4387

**Compliance Work – Snow and Ice Removal, Grass Cutting & Trash  
and Debris Removal**



**Bids Due: Wednesday, May 20, 2015 10:00 AM (Local Time)**

Ann Arbor Police Department

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

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**CITY OF ANN ARBOR**  
**ITB # 4387**

Sealed Bids will be received by the City of Ann Arbor Customer Service Desk, First (1st) Floor, Guy Larcom City Hall, **on or before 10:00am on May 20, 2015** for Compliance Work for snow removal, grass cutting and debris/trash removal. Bids will be publicly opened and read aloud at this time.

The work includes snow/ice removal, grass cutting and trash/debris removal as deemed necessary by Community Standards officers. Bidders may choose to bid on one, two or all Lots of the work outlined in the Scope of Work and Bid Form herein. The contract is for a one (1) year period, renewable for up to two (2) additional years, not to exceed three (3) years in total.

Bid documents, 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 the 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.

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 (Nondiscrimination by City Contractors). The successful Bidder may also be required to comply with applicable prevailing wage requirements and/or Chapter 23 of Title I of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents. All bidders are required to complete and submit the City of Ann Arbor Conflict of Interest Disclosure Form with the bid.

After the time of opening, no Bid may be withdrawn for a period of sixty (60) days.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. The decision of the City of Ann Arbor shall be final as to what constitutes acceptable deviations from the specifications.

Questions regarding this project may be submitted in writing via email to [cspencer@a2gov.org](mailto:cspencer@a2gov.org). Questions by telephone call are prohibited. **The deadline for questions shall be 5pm on May 11, 2015.** Questions will not be accepted after this date.

## **INSTRUCTIONS TO BIDDERS**

### **General**

Work to be done under this Contract is generally described through the scope of work and must be completed fully in accordance with the contract documents. All work must be approved in writing from the Administering Services Area prior to execution.

### **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 and submitted in the manner specified in the Bid Specifications it may disqualify the bid.

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

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

All questions regarding this ITB shall be submitted via email. Emailed questions and inquiries 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 Monday, May 11, 2015 by 5pm and should be addressed as follows:

Specification/Scope of Work questions emailed to Kim Buselmeier, [kbuselmeier@a2gov.org](mailto:kbuselmeier@a2gov.org).  
Bid Process and Compliance questions emailed to Colin Spencer, [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

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

### **Addenda**

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

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 as prescribed below **on or before Wednesday, May 20, 2015 by 10:00am**. 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# 4387**.

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

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 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 after the deadline has passed. 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.

**Experience Requirements**

Bidder shall have at least five (5) years of experience in performing the services covered under this ITB. As part of the bid submission, bidders should submit documentation of their experience including names of customers, type of work performed, date of work performed, and contract value.

**Increased or Decreased Quantities**

The City reserves the right to increase or decrease the quantities of items of tangible personal property, services or construction to be provided within the terms of the agreement and at the same prices, with the consent of the bidder.

**Award**

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 award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents. 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 acceptability of major subcontractors will be considered in determining if a Bidder is responsible. All key staff and subcontractors are subject to the approval by the City. Bids exceeding \$25,000 as a projected annual cost will require City Council approval. Award will be made after the above approvals are received.

### **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 sixty (60) days.

### **Contract Term**

The cost of services provided under this contract shall be firm for one (1) years from the date of starting the contract.

The contract term may be renewed for up to two (2) one (1) year periods not to exceed five (3) years in total, provided that no later than seventy-five (75) days prior to the end of the contract both parties agree in writing to an extension under the same terms and conditions as exist in the current contract. No further renewals shall be made.

Time is of the essence in the performance of the work under this Contract.

### **Liquidated Damages**

A liquidated damages clause, herein provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

### **Human Rights Information**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in the General Conditions section herein shall be a material breach of the contract. Contractors are 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.

**Wage Requirements**

The City of Ann Arbor requires 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 be 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 attached.

**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 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.

**Cost Liability**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

**Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid proposed in whole or in part, to reject any or all 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.

# GENERAL CONDITIONS

## Section 1 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23 of Title I of the Code of the City of Ann Arbor, as amended, which in part states:

### **1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/bidder or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/bidder or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/bidder or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/bidder or grantee.

### **1:815. Living Wages Required.**

- (1) Every contractor/bidder or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$12.81 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$14.30 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said



health care coverage and payment therefore to the City Administrator or his/her designee.

- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

### **Section 3 - Non-Discrimination by City Contractors**

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 further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and in particular the following excerpts:

#### **9:158. - Nondiscrimination by city contractors.**

- (1) 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.
- (2) 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.
- (3) Upon request, each prospective contractor shall submit to the city data showing current total employment by occupational category, sex and minority group and shall respond to information requests documenting its equal employment opportunity policies and procedures.

- (4) If the contract which is being awarded includes federal requirements for affirmative action, 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 City Administrator's designee 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 City Administrator's designee as having fulfilled affirmative action requirements for the period of the contract at which time the City Administrator's designee shall conduct another review. If the data demonstrates an under-representation the contractor shall develop an affirmative action program for review by the City Administrator's designee. 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 City Administrator's designee shall use for employment verification the labor recruitment area of the Ann Arbor metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the City Administrator's designee as having fulfilled affirmative action requirements for a period of 1 year at which time the City Administrator's designee shall conduct another review.
- (5) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (6) All contracts shall include provisions through which the contractor agrees to follow all applicable federal and state laws.
- (7) The City Administrator's designee shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The City Administrator's designee, together with the Human Rights Commission, 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.
- (8) The City Administrator's designee will provide the City's Human Rights Commission with an annual summary report of contracts awarded; affirmative action requirements reviewed, where applicable; any complaints received alleging violation of the contractor's non-discrimination requirements, and actions taken. The Human Rights Commission will be provided, at its request, with additional information related to the report. The Human Rights Commission and the City Administrator's designee will report annually to the City Council on compliance of city contractors with this chapter.
- (9) 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) 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) 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 protected class members had the discrimination provisions not been breached;
  - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$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.

## 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, City Nondiscrimination and Wage requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms (if any), General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

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

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

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 declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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.

(This Space Intentionally Left Blank)

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

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

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

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

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

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

\_\_\_\_\_  
Email Address for Award Notice

# BID FORM

## Section 1 – Schedule of Prices

Base Bid: The Bidder must provide a complete base bid, comprised of the services specified herein. A quantity of one should be used for each of the pricing lines below.

### Lot 1 - Sidewalk Snow and Ice Removal

1A. Properties up to 75 linear feet \_\_\_\_\_ (lump sum)

1B. Properties 75-150 linear feet \_\_\_\_\_ (lump sum)

1C. Properties over 150 linear feet (per linear foot) \_\_\_\_\_ (lump sum)

Total of 1A+1B+1C for Lot 1.....\_\_\_\_\_

### Lot 2 - Grass Cutting

2A, Properties < 6,000 square feet \_\_\_\_\_ (per lot)

2B. Properties >6,000 sq. feet but < 12,000 sq. feet \_\_\_\_\_ (per lot)

2C. Properties > 12,000 square feet \_\_\_\_\_ (per lot)

Total of 2A+2B+2C for Lot 2.....\_\_\_\_\_

### Lot 3 - Debris/Trash Removal

3A. Debris/Trash Clean up \_\_\_\_\_ (per hour)

3B. Debris/Trash Disposal \_\_\_\_\_ (per yard)

Total of 3A+3B for Lot 3.....\_\_\_\_\_

**Section 2 – Subcontractors**

For purposes of this contract, a subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any individual who furnishes merely the individual’s own personal labor or services.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified.

<u>Subcontractor (Name and Address)</u>	<u>Work Amount</u>
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If the Bidder does not expect to engage any major subcontractors, the Bidder MUST complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the contract.

Signature of Authorized Representative of Bidder

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## SCOPE OF WORK

The City of Ann Arbor's Procurement Service Unit is soliciting bids for compliance work of snow removal, grass cutting and trash/debris removal.

### Lot 1 – Snow and Ice Removal

- A. The work will consist of furnishing all labor, material and equipment to perform all work required for snow and ice removal from sidewalks within the City of Ann Arbor when a property owner fails to comply with the City of Ann Arbor Sidewalk Ordinance. Work shall be completed as follows:
- a. Snow and ice shall be removed from whole the sidewalk.
  - b. Handicap ramps shall be shoveled on corner lots.
  - c. Snow/ice shall be removed down to the concrete.
  - d. De-icing compounds shall be applied as necessary.
- B. Contractor must take at least one unique and distinct time and date stamped "before" photo for each property prior to commencing work, which clearly shows the house number (or vacant property) and the sidewalk in need of clearing. Additional photos may be needed to document both the sidewalk and the house number. Corner lots will require at least two "before" photos, one for the sidewalk on each side of the property.

After the snow and ice removal has been completed, a time and date stamped "after" photo(s) must be taken from the same location(s) and direction(s) as the "before" photo(s), which clearly shows the snow and ice has been completely removed down to the concrete for the entire length of sidewalk.

Total time spent removing the snow and ice at each location much be recorded. Travel time to and from properties is not to be included.

- C. The contractor, upon notification from the Community Standards Unit of the Ann Arbor Police Department, shall complete job assignment(s) within 24 hours of notification, or within time frame agreed upon between the contractor and Community Standards. If the sidewalk is cleared by the property owner prior to the contractor's arrival, the contractor shall not be compensated for that job.
- D. The contractor shall be responsible for operating all equipment and machinery in a safe and prudent manner to prevent injury or damages to persons or property. The contractor guarantees the reimbursement, repair or replacement and restoration of any area damaged by careless or accidental use of equipment or machinery. The contractor agrees to repair or replace any turf area, landscaping, fences, signs, poles, sidewalks, mailboxes, sprinkler systems and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of this contract.
- E. Invoices for snow and ice removal shall be submitted on a bi-weekly basis to Community Standards. Invoices are to include the address of each property cleared, date and time work was performed, "before" and "after" photos as described above for each location and the total time spent at each location. Photos must be submitted on an electronic device such as a CD, DVD or USB drive. Invoices are to also include addresses for each property that did not need clearing upon arrival. Payment for a property will not be made if clear "before" and "after" photos are not provided.



## Lot 2 – Grass Cutting

- A. The work will consist of furnishing all labor, material and equipment to perform all work required for grass cutting within the City of Ann Arbor when a property owner fails to comply with the City of Ann Arbor Trees and Vegetation Ordinance. Work shall be completed as follows:
- a. Grass shall be mowed to three inches in height.
  - b. Sweeping and/or blowing of grass cuttings from paved areas.
  - c. Removal of up to one (1) 13 gallon trash bag of trash/debris prior to cutting (as deemed necessary by contractor).

- B. Contractor must take at least two unique and distinct time and date stamped “before” photos for each property prior to commencing work, one of which clearly shows the house number (or vacant property) and the yard in need of grass cutting. Additional photos may be needed for large lots.

After the grass cutting has been completed, a time and date stamped “after” photo(s) must be taken from the same location(s) and direction(s) as the “before” photo(s), which clearly shows the grass has been mowed to three inches in height across the entire property.

Total time spent mowing the grass at each location must be recorded. Travel time to and from properties is not to be included.

- C. The contractor, upon notification from the Community Standards Unit of the Ann Arbor Police Department, shall complete job assignment(s) within 24 hours of notification, or within time frame agreed upon between the contractor and Community Standards. If the grass is mowed by the property owner prior to the contractor’s arrival, the contractor shall not be compensated for that job.
- D. The contractor shall be responsible for operating all equipment and machinery in a safe and prudent manner to prevent injury or damages to persons or property. The contractor guarantees the reimbursement, repair or replacement and restoration of any area damaged by careless or accidental use of equipment or machinery. The contractor agrees to repair or replace any turf area, landscaping, fences, signs, poles, sidewalks, mailboxes, sprinkler systems and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of this contract.
- E. Invoices for grass cutting shall be submitted on a bi-weekly basis to Community Standards. Invoices are to include the address of each property cleared, date and time work was performed, “before” and “after” photos as described above for each location and the total time spent at each location. Photos must be submitted on an electronic device such as a CD, DVD or USB drive. Invoices are to also include addresses for each property that did not need grass cutting upon arrival. Payment for a property will not be made if clear “before” and “after” photos are not provided.

### Lot 3 – Trash/Debris Removal

- A. The work will consist of furnishing all labor, material and equipment to perform all work required for removing solid waste/trash within the City of Ann Arbor when a property owner fails to comply with the City of Ann Arbor Nuisance Ordinance. Work shall be completed as follows:
- a. Property shall be cleared of all trash and debris that has accumulated on the property.
  - b. All items having an apparent value of less than \$20 shall be immediately and properly disposed of by the contractor.
  - c. All items having an apparent value of greater than \$20 each shall be stored for 5 days prior to disposal or sale by the Ann Arbor Police Department.
    - a. If the contractor finds items greater than \$20 in value on the property, they shall notify the Community Standards Unit. The Community Standards Unit shall instruct the contractor as to a place and time to drop off the items for storage by the Ann Arbor Police Department.

- B. Contractor must take at least two unique and distinct time and date stamped “before” photos for each property prior to commencing work, one of which clearly shows the house number (or vacant property) and the yard in need of trash removal. Additional photos may be needed for large lots.

After the trash removal has been completed, a time and date stamped “after” photo(s) must be taken from the same location(s) and direction(s) as the “before” photo(s), which clearly shows the grass all debris and trash has been removed from the entire property.

Total time spent clearing trash and debris at each location much be recorded. Travel time to and from properties is not to be included.

- C. The contractor, upon notification from the Community Standards Unit of the Ann Arbor Police Department, shall complete job assignment(s) within 24 hours of notification, or within time frame agreed upon between the contractor and Community Standards. If the yard has been cleared of trash and debris by the property owner prior to the contractor’s arrival, the contractor shall not be compensated for that job.
- D. The contractor shall be responsible for operating all equipment and machinery in a safe and prudent manner to prevent injury or damages to persons or property. The contractor guarantees the reimbursement, repair or replacement and restoration of any area damaged by careless or accidental use of equipment or machinery. The contractor agrees to repair or replace any turf area, landscaping, fences, signs, poles, sidewalks, mailboxes, sprinkler systems and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of this contract.
- E. Invoices for trash removal shall be submitted on a bi-weekly basis to Community Standards. Invoices are to include the address of each property cleared, date and time work was performed, “before” and “after” photos as described above for each location and the total time spent at each location. Photos must be submitted on an electronic device such as a CD, DVD or USB drive. Invoices are to also include addresses for each property that did not need clearing upon arrival. Payment for a property will not be made if clear “before” and “after” photos are not provided.

REFERENCES: Please list at least three (3) entities for which you have done similar work:

	<u>Organization</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
1.				
2.				
3.				

Note: The City of Ann Arbor reserves the right to reject low bids for poor past performance or inadequate references.

CONTRACT PERIOD: It is anticipated that the initial one (1) year contract is to start approximately July 1, 2015 and go through June 30, 2016. The City reserves the right to split the award of this contract.

RENEWAL: The proposed agreement may be renewed for up to two (2) one (1) year periods not to exceed three (3) years in total, provided that no later than seventy-five (75) days prior to the end of the contract both parties agree in writing to an extension under the same terms and conditions as exist in the current contract. No further renewals shall be made.

TERMINATION OF CONTRACT: The City may terminate this agreement, or any portion thereof, on at least thirty (30) days advance written notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the Contractor shall be compensated for services actually performed under the Agreement before the termination date.

AVAILABILITY OF FUNDS: Contractor acknowledges that, if this agreement extends for several fiscal years, continuation of this agreement is subject to appropriation of funds for these services. 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.

**Except to the extent otherwise provided in this Bid, all services provided are accepted and shall be governed by the terms and conditions of the City's standard service purchase order, a copy of which is attached to and made part of the bid documents.**

**The Bid Specifications, service purchase order terms and conditions incorporated by reference, and Bidder response shall govern the purchase of all services and constitute the entire agreement of the Parties. No modification, amendment, or waiver shall be effective unless contained in a writing signed by both parties.**

**Bidder's submission of a complete and signed bid to provide services without alteration or addition indicates agreement with the above.**

## **City of Ann Arbor: General Terms and Conditions**

The following General Terms and Conditions shall apply.

**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, Severability:** 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. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

**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 Section 9:158 of the City Code.

**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.



# 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 may be 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.

## LEGAL STATUS OF BIDDER

(The Bidder shall fill out the applicable section 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.

**NOTE: 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 proposal, is authorized to execute contract on behalf of the LLC.
- A partnership, organized under the laws of the state of \_\_\_\_\_ and filed in the county of \_\_\_\_\_, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_

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

Authorized Official

\_\_\_\_\_ Date: \_\_\_\_\_, 2015

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Email: \_\_\_\_\_

**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](mailto:mberryman@a2gov.org)**





## 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](http://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](mailto: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.