# REQUEST FOR QUOTATION OR PROPOSAL (RFQ/RFP) INVITATION FOR BID THIS IS NOT AN ORDER

#### SEND BIDS TO:

THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR Balas Administration Building 2555 South State Street Ann Arbor, MI 48104

Page 1 of 32

TO:

BID NUMBER: 13-001-610
Show this number in left hand lower corner of bid envelope and mark
"DO NOT OPEN IN MAIL ROOM"
We will NOT be responsible for lost or misplaced envelopes that are not properly marked

DATE OF ISSUE: Wednesday, August 8, 2012

DATE/TIME OF BID OPENING: Wednesday, August 22, 2012 10:00 am

PLACE:

Balas Administration Bldg 2555 South State Street Ann Arbor, MI 48104

NOTE: FOR BID RESULTS AND AWARDS, CONTACT

NAME: Robert Allen PHONE: 734-994-2250

#### NOTICE: LATE BIDS WILL NOT BE CONSIDERED FOR AWARD

Please quote itemized prices and delivery dates. F.O.B. DESTINATION, Ann Arbor, MI. Original copy must be returned to us properly completed, duplicate to be retained for your file. The right is reserved by the Board of Education to reject any or all quotations. Unless otherwise stated, we assume you will accept an order for any item quoted. Prices must be firm for ninety (90) days from the presentation of the bid. If you are unable to perform as specified and are authorized to offer a substitute, brands must be clearly stated (please provide pictorial description of substituted items). This bid form is the ONE and ONLY form that will be accepted as valid unless otherwise indicated. ADDITIONAL TERMS AND CONDITIONS ARE PRINTED ON THE FOLLOWING PAGES, ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT, AND SHALL APPLY TO ALL AGREEMENTS WITH THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR. THIS RFQ, THE ATTACHED ADDITIONAL TERMS AND CONDITIONS, THE PURCHASE ORDER, THE BID SPECIFICATIONS ISSUED BY THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BID DOCUMENTS FROM THE BIDDER WHOSE SIGNATURE APPEARS BELOW SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BIDDER WHOSE SIGNATURE APPEARS BELOW SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BIDDER WHOSE SIGNATURE APPEARS BELOW SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BIDDER WHOSE SIGNATURE APPEARS BELOW SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BIDDER WHOSE SIGNATURE APPEARS BELOW SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BIDDER WHOSE SIGNATURE APPEARS BELOW SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BIDDER WHOSE SIGNATURE APPEARS BELOW SHALL CONSTITUTE THE ENTIRE CONTRACT BETWEEN THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR AND THE BIDDER WHOSE SIGNATURE APPEARS

( ) Bid Bond Required. See Additional Terms & Conditions, #13 in the following documents.

PUBLIC &CHOOLS OF THE CITY OF ANN ARBOR

Bv:

Its: Robert Allen, Deputy Superintendent for Operations

Brief Description of Bid Item/s and Specifications:

Noon Hour Supervision for Ann Arbor Public Schools

**************************************	JSE ONLY************************************	********
NOTICE: Bidders are requested to answer the RFQ with either a BID or a "NO BID".	Signature	
TERMS: PROMPT PAYMENT DISCOUNTS ARE ENCOURAGED. % discount if payment is made within days after delivery and receipt of correct invoicing.	Name (print or type)	Title
() Yes () No If your company is awarded all or part of this bid, will you extend these bid prices on the same terms and conditions to other units of government within Washtenaw County?	Company or Corporation	
	Telephone Number	Date

#### **Noon Hour Supervision For Ann Arbor Public Schools**

#### **QUOTATION FORM**

The bidder hereby agrees and certifies to comply with all requirements within this specification and further agrees to accept in payment a dollar amount calculated from the quotation prices listed below for all work regarding this bid.

The undersigned hereby authorizes any person, firm or corporation listed to furnish any information requested by the Owner in verification of the information submitted in this bid proposal package.

Company:			
Name			
Address	City/State/Zip	Phone/Fax	e-mail
Authorized I	Зу:		
Name			Title
Signature			Date
	oor Public Schools reserves the e selected bidder cannot meet I	e right to award contracts to other bide District schedules.	ders in succession on the bid list in
Total Bid A	Amount:		



# REQUEST FOR PROPOSALS FOR Noon Hour Supervision For Ann Arbor Public Schools

August 8, 2012

Bid Manager: Mr. Robert Allen Deputy Superintendent for Operations (734) 994-2200 (734) 994-2414 FAX

E-mail: allenr@aaps.k12.mi.us

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- A. Current Job Description for Noon hour Supervisors
- B. Current Personnel Cost Information

#### 1. OVERVIEW

#### 1.1 INTENT

Ann Arbor Public Schools is seeking proposals from qualified organizations to provide noon hour positions for the district. The subsequent Proposal will detail the Contractor's experience and expertise in providing the requested personnel to districts of similar size and scope and proposed pricing.

The final Contract document will be subject to negotiation and the Board will approve execution of a Contract. While the cost aspect of the Contractor Proposal is a significant concern, the Board is equally concerned with the proven ability of the Contractor to satisfactorily perform the Contract so that the services will be provided in accordance with the proposed Contract.

#### 1.2 SUBMISSION DEADLINE AND REQUIREMENTS

The date and time for receipt of Proposals is: August 22, 10:00 a.m. EST

1.2.1 Proposal Envelope: A sealed envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED ANN ARBOR PUBLIC SCHOOL DISTRICT [Proposer's Name] [Proposer's Address] [Proposer's Telephone Number]

The envelope must also be addressed and delivered as follows:

ANN ARBOR PUBLIC SCHOOL DISTRICT Attention: Mr. Robert Allen, Deputy Superintendent of Operations, Balas Administration Building, 2555 S. State Street, Ann Arbor, Mi. 48104

- 1.2.2 Late Proposals: Each Proposer is responsible for submission of its Proposal. Proposals or Proposal revisions received after the date and time specified above will not be accepted or considered. The School District is not liable for any delivery or postal delays.
- 1.2.3 Returned Proposals: All Proposals received after the date and time specified above will be returned to the Proposer unopened.
- 1.2.4 Signed Original Proposal: Each Proposal must be an original and hard copy signed by an authorized member of the Proposer's firm. This member should be the highest-ranking officer at the local level. NO FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 1.2.5 Copies of Proposal: The Proposer shall also submit with the signed original of its Proposal six (6) complete copies of the signed original of the Proposal.
- 1.2.6 Opening of Proposals: At the specified location, date and time stated in Section 1.2, all submitted Proposals shall be publicly opened and dated. Any interested parties may attend. No immediate decision will be rendered.

1.2.7 Additional Requests For Clarification: Prospective Proposers may request that the School District clarify information contained in this RFP. All such requests must be made in writing. The School District will provide a written response to all written requests for clarification within five (5) business days after the receipt of such request.

Requests for clarification and inquiries may be made via e-mail, facsimile or electronic mail. All requests for clarification or inquiries must be directed as follows:

Mr. Robert Allen
Deputy Superintendent for Operations
(734) 994-2200
(734) 994-2414 FAX
E-mail: allenr@aaps.k12.mi.us

- 1.2.8 Restrictions On Communication: From the issue date of the RFP until a Contractor is selected and selection announced, a prospective Proposer shall not communicate about the subject of the RFP or a Proposer's Proposal with the School District, its Board of Education, or any individual member, administrator, faculty, staff, students, or employees, except for additional Requests for Clarification in accordance with Paragraph 1.2.7 above.
- 1.2.9 Finality of Decision: Any decision made by School District, including the Contractor selection, shall be final. Acceptance of a bid, or short-listing a vendor, does not constitute a contract. No contract will be assigned without the express written consent of the Ann Arbor School Board but in no case shall such written consent relieve the Proposer from their obligation or change the terms of the contract.
- 1.2.10 Reservation of Rights: The School District reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with the Proposers concerning their Proposals.
- 1.2.11 Release of Claims: Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.
- 1.2.12 Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the date and time for receipt of Proposals set forth above. All bids are deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation on the part of the Proposer.

#### 1.3 SCHOOL DISTRICT PROFILE AND OVERVIEW

The Ann Arbor Public School District is located in the City of Ann Arbor and in the County of Washtenaw. Please refer to the accompanying information and attachments for demographic profiles of the School District and requisite operational information.

#### OVERVIEW OF THE Ann Arbor PUBLIC SCHOOLS (AAPS):

AAPS serves the City of Ann Arbor and parts of eight surrounding townships covering 125 square miles. AAPS has:

- 20 elementary schools,
- 1 K-8 open school, 5 middle schools,
- 3 comprehensive high schools
- 3 alternative high schools,
- 1 preschool
- 1 adult education program

The Ann Arbor Public Schools is the 8th largest school district among 555 districts in Michigan with a student population of approximately 16,500.

#### 1.4 OBJECTIVE OF RFP

The objective of this RFP is to offer experienced personnel management companies the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the School District. The Proposal will detail the Proposer's experience and expertise in assisting school districts of similar size and scope as the Ann Arbor School District.

The Ann Arbor Public Schools is requesting a bid to provide Noon Hour positions for our District. The District is interested in working with an experienced educational contracting company that can provide an electronic solution for our noon hour positions. The Ann Arbor Schools will provide a current job description as well as relevant personnel information as it relates to current cost (see appendix).

The School District will select the Proposal, if any, that it deems most qualified to serve the best interests of the Ann Arbor School District, in its sole discretion.

#### 1.5 PURPOSE

The purpose of this RFP is to establish a contractual relationship with an experienced and qualified personnel management company to provide personnel services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. The School District may select one experienced and qualified personnel management company to proceed with the negotiation process from those submitting Proposals.

The process will include the review and evaluation of methods and procedures used to provide personnel within the scope of this RFP. Past experience will also be judged by the references of each Proposer.

A major portion of the negotiations will include the financial terms of the Contract. Proposers should be prepared to make a presentation to a committee of the School District, not to be more than one hour in length (time for questions and answers will be addressed within that one hour time period) if deemed necessary by the School District

#### 1.6 TERM OF CONTRACT

The term of the Contract shall be for 3 Years beginning September 17, 2012, with the School District having the option to renew the Contract, in its sole and absolute discretion, on a yearly basis, for up to two (2) additional years.

#### 1.7 SELECTION TIMELINE

The School District's anticipated timeline for its selection process is:

Issuance of this RFP Week of August 6<sup>th</sup>, 2012
Deadline for Proposals 10:00 a.m. local time, August

20<sup>th</sup>, 2012

Presentation to the AAPS Board of Education September 5<sup>th</sup>, 2012 Contract Approval by the AAPS Board of Education September 12<sup>th</sup>, 2012 Implementation of Contract September 17<sup>th</sup>, 2012

PLEASE NOTE: The School District reserves the right, in its sole discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

#### 1.8 PROPOSAL REQUIREMENTS

- 1.8.1 Proposer will provide an overview of its corporate history and its history of doing business in Michigan by listing all existing and previous Michigan School Contracts. Previous Michigan experience is not an absolute requirement.
- 1.8.2 Proposer will provide an organization chart of its operational chain of command with direct line phone numbers from the AAPS manager position to the Corporate Director of Operations.
- 1.8.3 Each Proposer shall submit its Proposal for a three year term beginning September 17, 2012. Each Proposal shall include a transition plan/implementation schedule.
- 1.8.4 The Proposer shall provide a certificate of insurance from an A M best rating insurance company naming Ann Arbor Public Schools as additional insured for the policies General Liability insurance. The certificate(s) of insurance shall be provided annually on or before expiration of the previous policy with insurance coverage as follows:
  - General Liability \$1,000,0000 per Occurrence/\$2,000,000 Aggregate Occurrence Form
  - Employment Practice Liability to include 3rd party \$1,000,000 Occurrence limit/\$3,000,000
     Aggregate
  - Workers Compensation Employers Liability Limits \$1,000,000 Each Accident/ \$1,000,000
     Disease-Policy Limit/ \$1,000,000 Disease-Each Employee and an Alternate Employer
     Liability
     Endorsement.
  - Umbrella Liability Minimum \$5,000,000 Each Occurrence/Aggregate
- 1.8.5 Proposers must include a schedule indicating the wages and benefits to be offered to the employees of Contractor that are assigned to Ann Arbor Public Schools.

- 1.8.6 Proposers must provide a detailed action plan to transition from the Ann Arbor Public Schools operated to the contractor operated service beginning September 17, 2012.
- 1.8.7 Proposers must offer current qualified AAPS staff employment on a "right of 1<sup>st</sup> refusal basis". Background check issues, physical and drug and alcohol testing results shall be the 2 criteria for disqualifying an existing AAPS employee from future employment. The Proposer will also provide a staff continuity plan showing expected turnover rates for staff and how the Contractor will address the need to prevent excessive turnover of staff. The Contractor will also show how it will address absences in the event an employee is not available.

#### 1.10 PROOF OF QUALIFICATIONS

The School District will ensure compliance with the above by checking references listed in the Proposals, as well as other sources.

#### 1.11 HOLD HARMLESS/INDEMNIFICATION

The Proposer shall indemnify and hold harmless the AAPS, or any employee, director, or agent of the AAPS, from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the Proposer's acts, or omissions, willful misconduct, or breach of the AAPS's obligations under the agreement.

#### 1.12 COMPANY'S RESPONSIBILITY

All experienced and qualified Proposers are requested to submit a Proposal based on its experience and capabilities. The School District will select the Proposer(s), if any, deemed to serve the best interests of the School District to proceed with the negotiation process. The School District, in its sole discretion, reserves the right to request post-Proposal interviews from all, some or none of the Proposers.

#### 1.13 ORAL INTERVIEW

The School District may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the School District may have regarding the RFP and Proposer's Proposal. In that case, the School District will notify the Proposer's contact name as listed in its Proposal.

#### 1.14 EVALUATION OF PROPOSALS

The School District will evaluate the Proposals, based on the below criteria as well as other methods that include evaluation of references and review of publicly available information.

- Management Capability as shown by detailed evidence of Proposer's expertise, experiences, and references.
- Business Stability checked through various sources as well as the Proposal. Routing Management Capability as shown by detailed evidence provided by the Proposer and checked through various other sources.

- Human Resources Management and labor relations track record as determined by references, and by checking other sources.
- Cost as indicated in the Proposal and through the negotiation process.

The School District will select the Proposer that it deems most qualified to serve the interests of the School District to continue to the negotiation process.

#### 2.0 COMPLAINTS

2.1 Contractor agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by guardians, family members, District staff, or other parties representing the interests of any Students and shall promptly notify District authorities. Contractor shall maintain a log of all complaints and submit a summary of all complaints and concerns brought to its attention by guardians, family members, District staff, or other parties representing the interests of any Students, along with a summary of the resolution of such complaint or concern, on a monthly basis to the District.

#### **3 PRICING QUOTES**

Compensation for the services described in this RFP must be fixed for the Initial Term (3 Years) of the Contract beginning September 17, 2012. Moreover, the Contractor, by submitting its Proposal, agrees to convene semi-annually with representatives of the School District, for the purpose of evaluating the efficiency of the performance of the Contract, so that further efficiencies may be uncovered and implemented into the Contract. As part of this process, and by submitting their Proposal, the Contractor agrees to pass along any savings to the School District.

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#### Openings as of 8/7/2012

#### Noon Hour Supervisor

JobID: 345

Position Type:

Hourly

Closing Date:

open until filled

Date Posted:

2/10/2011

Location:

Multiple Locations Available

POSITION TITLE:

**Noon Hour Supervisor** 

FTE:

Hourly \$8.60 - \$10.15

**POSITION LOCATION:** 

Various Elementary Schools

REPORTING RELATIONSHIP: On site Noon Hour

Coordinator/Building Principal

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION and/or EXPERIENCE:**

High School diploma or GED.

#### JOB RESPONSIBILITIES:

Supervise students at playtime and lunchtime and maintain a harmonious atmosphere

by encouraging peaceful resolution of conflicts.

Organize group games and activities.

Assume responsibility for play equipment.

Direct movement of groups to and from playground, lunchroom and classrooms in a safe

and organized manner.

Assist students in lunch room clean-up.

Other duties may be assigned.

#### SUPERVISORY RESPONSIBILITIES:

The employee supervises students during the lunch program and is directly responsible for their safety and well-being.

#### LANGUAGE SKILLS:

Ability to read and comprehend simple instructions, short correspondence, and memos.

Ability to write simple correspondence. Ability to effectively present information in one-on one and small group situations to staff.

#### **MATHEMATICAL SKILLS:**

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's.

Ability to perform these operations using units of American money and weight

measurement, volume and distance.

#### **REASONING ABILITY:**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand, talk, hear, walk, sit and run. Frequently the employee will bend or twist more than the average person While performing the duties of this job, the employee will be required to work out-of-doors during all months of the school year. The employee is directly responsible for the safety, well-being, or work output of other people. Specific vision abilities required by this job include near and far vision and the ability to adjust focus. The position requires the individual to meet multiple demands from several people and interact with students and other staff.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is occasionally moderate to loud. The employee is

# Appendix A Page 3 of 3

frequently required to interact with the public and other staff. The employee is directly responsible for the safety, well-being of students.

Application Procedure: Must apply online at www.aaps.k12.mi.us, "Employment"
FMLA regulations require all employers to post the <u>updated FMLA</u> notice.
Powered by AppliTrack, a product of Aspex Solutions.

F	1 222							Avg Hrs
Emp#	Loc		Amount	Rate		MED	RET	per day
115655	302	01.219.1664.302.4		10.15	28.33	6.63	111.76	
114004	302	01.219.1664.302.		11.67	186.18	43.54	734.52	
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114620	302	01.219.1664.302.	2018-01-20-20-20-20-20-20-20-20-20-20-20-20-20-	10.92	125.28	29.30		1.022099
111020	502	01.215.1004.502.	14,649.91	96.01	908.29	212.42		1.022033
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115421	309	01.219.1664.309.	3,346.99	10.15	207.51	48.53	818.67	1.821823
109421	309	01.219.1664.309.4		10.15	207.20	48.46		1.819061
110732	309	01.219.1664.309.4		11.67	252.88	59.14		1.930939
115541	309	01.219.1664.309.	1,283.98	10.15	79.61	18.62	314.06	
108490	309	01.219.1664.309.	3,994.08	11.67	247.63	57.91	976.95	1.890884
102651	309	01.219.1664.309.4	4,849.80	14.16	300.69	70.32	1,186.26	1.892265
114544	309	01.219.1664.309.	449.29	11.67	27.86	6.51	109.90	0.212707
107999	309	01.219.1664.309.4	3,991.16	11.67	247.45	57.87	976.24	1.889503
111992	309	01.219.1664.309.4	3,979.49	11.67	246.73	57.70	973.38	1.883978
			29,315.39	102.96	1,817.55	425.07	7,170.54	
113369	311	01.219.1664.311.		11.67		57.32		1.871547
107830	311	01.219.1664.311.	MIN. DOLLAR ST. CO. S. C. C.			56.22		
105144	311	01.219.1664.311.		10.15		19.80		
114641	311	01.219.1664.311.	,	10.92		18.41		
115420	311	01.219.1664.311.				43.38		
111491	311	01.219.1664.311.				16.37		
115032 104504	311 311	01.219.1664.311.4 01.219.1664.311.4				17.73 27.23		
113524	311	01.219.1664.311.4				52.50		
105843	311	01.219.1664.311.4				93.63		
1030-3	311	01.215.1004.511.	27,764.67			402.59		
			27,70 1107	112.00	2,7,22.12	102.00	0,75212	
110521	315	01.219.1664.315.0	23.34	11.67	1.45	0.34	5.71	0.01105
113401	315	01.219.1664.315.4	3,139.26	11.67	194.63	45.52	767.86	1.486188
110521	315	01.219.1664.315.	3,075.07	11.67	190.65	44.59	752.16	1.455801
115199	315	01.219.1664.315.	3,443.49	9.37	213.50	49.93	842.28	2.030387
104891	315	01.219.1664.315.	3,428.27			49.71	838.55	
105837	315	01.219.1664.315.	The Organization			34.90		
113700	315	01.219.1664.315.	948.20	11.67	58.79	13.75	231.93	0.448895
113700	315	01.219.1664.315.				50.53		
115178	315	01.219.1664.315.				53.31		2.001381
107574	315	01.219.1664.315.				28.17		
111491	315	01.219.1664.315.				39.89		1.302486
111567	315	01.219.1664.315.				61.85		2.019337
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110606	317	01.219.1664.317.	3,235.88	11.67	200.62	46.92	791.50	1.531768
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110595	317	01.219.1664.317.				36.72		
100633	317	01.219.1664.317.4				51.79		1.690608
114916	317	01.219.1664.317.			159.44	37.29	629.03	1.301105
103918	317	01.219.1664.317.	5,904.72	14.16	366.09	85.62		2.303867
114238	317	01.219.1664.317.	2,345.00	10.15	145.39	34.00	573.59	1.276243
107188	317	01.219.1664.317.	The Control of the Co			45.69		
108032	317	01.219.1664.317.				46.88		
101666	317	01.219.1664.317.				44.30		
108630	317	01.219.1664.317.	.5					
115171	317	01.219.1664.317.	2,684.98	10.15	166.47	38.93	656.75	1.461326

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Emp# 112844	317	Account 01.219.1664.317.	Amount 1,476.98	<b>Rate</b> 10.15		MED 21.42	RET 261.27	per day
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			39,372.71	174.74	2,441.11	570.90	9,630.56	
114113	319	01.219.1664.319.	2,544.78	11.67	157.78	36.90	622.45	1.20442
114916	319	01.219.1664.319.	382.20	10.92	23.70	5.54	93.49	0.19337
102350	319	01.219.1664.319.	2,462.46	10.92	152.67	35.71	602.32	1.245856
108867	319	01.219.1664.319.	2,007.24	11.67	124.45	29.10	490.97	0.950276
102382	319	01.219.1664.319.	210.90	9.37	13.08	3.06	51.59	0.124309
114087	319	01.219.1664.319.	1,157.48	10.15	71.76	16.78	283.12	0.629834
106479	319	01.219.1664.319.	1,578.81	11.67	97.89	22.89	386.18	0.747238
113575	319	01.219.1664.319.	4,321.23	12.58	267.92	62.66	1,056.97	1.89779
103314	319	01.219.1664.319.	2,658.58	11.67	164.83	38.55	650.29	1.258287
			17,323.68	100.64	1,074.07	251.19	4,237.37	
111981	328	01.219.1664.328.	3,833.62	11.67	237.68	55.59	937.70	1.814917
115145	328	01.219.1664.328.	,	9.37		47.79		
114312	328	01.219.1664.328.		10.92		26.44	446.06	
114151	328	01.219.1664.328.		10.98		3.30		
114151	328	01.219.1664.328.		10.92		52.93		
102572	328	01.219.1664.328.		14.16		69.76		
103472	328	01.219.1664.328.		11.67		9.10		
103331	328	01.219.1664.328.		11.67		2.54		
107871	328	01.219.1664.328.		11.67		60.45		
			22,613.31	103.03		327.89	17.04.11.11.11.11.11.11.11.11.11.11.11.11.11	
115472	332	01.219.1664.332.	2,098.52	10.15	130.11	30.43	513.30	1.142265
114340	332	01.219.1664.332.		10.15		49.60		
102287	332	01.219.1664.332.		10.92		41.25		
108871	332	01.219.1664.332.		14.16		1.54		
108871	332	01.219.1664.332.		11.67		56.94		
104841	332	01.219.1664.332.		13.37		53.61		
104841	332	01.219.1664.332.	,	14.16		31.31		
107431	332	01.219.1664.332.		11.67		10.36		
102382	332	01.219.1664.332.		9.37		0.82		
107177	332	01.219.1664.332.		11.67		59.27		
112691	332	01.219.1664.332.		11.67		58.51	986.94	1.910221
114334	332	01.219.1664.332.		11.67		53.47		
114566	332	01.219.1664.332.	3,813.18	11.67	236.42	55.29	932.70	1.805249
109212	332	01.219.1664.332.	3,807.34	11.67	236.06	55.21	931.28	1.802486
			38,454.22	163.97	2,384.16	557.59	9,405.90	
115592	335	01.219.1664.335.	1,408.32	10.15	87.32	20.42	344.48	0.766575
102617	335	01.219.1664.335.				2.05		
102617	335	01.219.1664.335.				24.83		
100389	335	01.219.1664.335.						
110649	335	01.219.1664.335.	The contract of the contract o			82.90		2.230663
115050	335	01.219.1664.335.						
102084	335	01.219.1664.335.	•			24.24		
111879	335	01.219.1664.335.	4,090.38	11.67	253.60	59.31	1,000.51	1.936464
113691	335	01.219.1664.335.			63.98	14.96	252.43	0.662983
114093	335	01.219.1664.335.				61.09		
115599	335	01.219.1664.335.						
			27,900.72					
115045	336	01.219.1664.336.	1,657.11	10.92	102.74	24.03	405.33	0.838398
115045	336	01.219.1664.336.						
113587	336	01.219.1664.336.						
102854	336	01.219.1664.336.						
115451	336	01.219.1664.336.						
			•					

								Avg Hrs
Emp#	Loc	Account	Amount	Rate	FICA	MED	RET	per day
115136	336	01.219.1664.336.	3,202.62	10.15	198.56	46.44	783.36	1.74337
113204	336	01.219.1664.336.	2,852.90	9.37	176.88	41.37	697.82	1.682044
115175	336	01.219.1664.336.	2,997.54	10.92	185.85	43.46	733.20	1.516575
112727	336	01.219.1664.336.	2,564.35	11.67	158.99	37.18	627.24	1.214088
108846	336	01.219.1664.336.4	3,106.96	11.67	192.63	45.05	759.96	1.470994
115359	336	01.219.1664.336.	2,786.04	10.15	172.73	40.40	681.47	1.516575
112309	336	01.219.1664.336.	4,600.62	11.67	285.24	66.71	1,125.31	2.178177
100340	336	01.219.1664.336.	1,283.88	10.15	79.60	18.62	314.04	0.698895
102341	336	01.219.1664.336.	2,573.58	14.16	159.56	37.32	629.50	1.004144
			31,786.18	156.17	1,970.74	460.90	7,774.90	
115417	341	01.219.1664.341.			130.89	30.61		
103318	341	01.219.1664.341.			211.81	49.54		
103167	341	01.219.1664.341.			1.54	0.36		
103167	341	01.219.1664.341.			210.55	49.24		
113411	341	01.219.1664.341.			176.36	41.25		1.346685
114268	341	01.219.1664.341.			204.97	47.94		1.672652
114295	341	01.219.1664.341.	3,267.81	10.92	202.60	47.38	799.31	1.653315
115527	341	01.219.1664.341.	1,621.48	9.37	100.53	23.51	396.61	0.956077
110654	341	01.219.1664.341.	5,632.14		349.19	81.67	1,377.62	2.197514
115077	341	01.219.1664.341.	1,659.62	11.77	102.90	24.06	405.94	0.779006
115077	341	01.219.1664.341.	1,528.80	10.92	94.79	22.17	373.94	0.773481
115081	341	01.219.1664.341.	3,004.35	10.15	186.27	43.56	734.86	1.635359
104547	341	01.219.1664.341.	714.78	11.67	44.32	10.36	174.84	0.338398
101935	341	01.219.1664.341.	2,281.51	11.67	141.45	33.08	558.06	1.08011
			34,809.27		2,158.17	504.73		
113415	342	01.219.1664.342.	1,569.62	11.67	97.32	22.76	383.93	0.743094
115117	342	01.219.1664.342.			155.28	36.32		
114242	342	01.219.1664.342.				58.76		
105961	342	01.219.1664.342.			354.90	83.00		
115484	342	01.219.1664.342.			144.27	33.74		
114908	342	01.219.1664.342.				33.41		
112766	342	01.219.1664.342.	CONTROL ACCOUNT			49.88		
115496	342	01.219.1664.342.	No. of the control of			35.63		
115422	342	01.219.1664.342.				45.24		
113945	342	01.219.1664.342.	-			21.97		
1200.0	3,2	0212231200110121	29,014.18			420.71		
			* Control Code (Code)		****		• • • • • • • • • • • • • • • • • • • •	
103170	343	01.219.1664.343.	5,055.12			73.30		1.972376
110621	343	01.219.1664.343.	3,658.55	11.67	226.83	53.05		
114165	343	01.219.1664.343.	2,625.78	11.67	162.80	38.07	642.27	1.243094
114062	343	01.219.1664.343.	3,810.29	11.67	236.24	55.25	932.00	1.803867
105868	343	01.219.1664.343.	5,055.12	14.16	313.42	73.30	1,236.48	1.972376
114059	343	01.219.1664.343.	3,238.43	11.67	200.78	46.96	792.12	1.533149
104022	343	01.219.1664.343.	3,985.31	11.67	247.09	57.79	974.81	1.88674
105942	343	01.219.1664.343.	3,267.60	11.67	202.59	47.38	799.25	1.546961
114440	343	01.219.1664.343.	3,226.86	10.92	200.07	46.79	789.29	1.632597
			33,923.06	109.26	2,103.23	491.88	8,297.58	
								0.000000
115516	346	01.219.1664.346.						0.968232
113501	346	01.219.1664.346.						1.348066
113582	346	01.219.1664.346.	•					1.477901
104542	346	01.219.1664.346.						
112106	346	01.219.1664.346.						1.773481
114543	346	01.219.1664.346.	327.60					0.165746
115429	346	01.219.1664.346.	2,298.68	10.15				
114036	346	01.219.1664.346.	644.28	10.92	39.95	9.34	157.59	0.325967
			18,341.80	90.55	1,137.19	265.96	4,486.40	)
					2.52.00			0.00005
108813	347	01.219.1664.347.	5,954.28	14.16	369.17	86.34	1,456.42	2.323204

								Avg Hrs
Emp#	Loc	Account	Amount	Rate	FICA	MED	RET	per day
100890	347	01.219.1664.347.	1,975.17	11.67	122.46	28.64	483.13	0.935083
113386	347	01.219.1664.347.4	3,976.56	11.67	246.55	57.66	972.67	1.882597
113381	347	01.219.1664.347.	4,023.24	11.67	249.44	58.34	984.08	1.904696
115091	347	01.219.1664.347.	3,442.53	10.92	213.44	49.92	842.04	1.741713
110605	347	01.219.1664.347.	3,836.52	11.67	237.86	55.63	938.41	1.816298
115566	347	01.219.1664.347.	989.71	10.15	61.36	14.35	242.08	0.538674
			24,198.01	81.91	1,500.28	350.87	5,918.83	
115103	353	01.219.1664.353.	2,953.94	9.37	183.14	42.83	722.53	1.741713
115568	353	01.219.1664.353.4	18.74	9.37	1.16	0.27		
109428	353	01.219.1664.353.			303.32	70.94	•	1.90884
109412	353	01.219.1664.353.			221.56	51.82		
108789	353	01.219.1664.353.			283.99	66.42		
108789	353	01.219.1664.353.			96.13	22.48		
114913	353	01.219.1664.353.			30.36	7.10		
115577	353	01.219.1664.353.	Hart - Commencer - Commencer		88.26	20.64		
108362	353	01.219.1664.353.			339.34	79.36		
115475	353	01.219.1664.353.			141.61	33.12		
102382	353	01.219.1664.353.			6.25	1.46		
103487	353	01.219.1664.353.	THE PLANT WEST CONTINUES		233.53	54.62		
114319	353	01.219.1664.353.			50.03	11.70		
111952	353	01.219.1664.353.	-,		109.62	25.64		
114265	353	01.219.1664.353.	11.		181.71	42.50		
			36,613.32	164.00	2,270.03	530.89	8,955.62	
115446	359	01.219.1664.359.	•		197.29	46.14		
113483	359	01.219.1664.359.			131.32	30.71		
113483	359	01.219.1664.359.			88.66	20.74		
113037	359	01.219.1664.359.			33.93	7.94		
113037	359	01.219.1664.359.			174.02	40.70		
113545	359	01.219.1664.359.			28.28	6.61		
113545	359	01.219.1664.359.			210.37	49.20		
104780 104780	359 359	01.219.1664.359.			26.34 34.73	6.16 8.12		
115032	359	01.219.1664.359. 01.219.1664.359.				22.96		
114034	359	01.219.1664.359.	,		234.07	54.74		
109261	359	01.219.1664.359.			118.74	27.77		
115581	359	01.219.1664.359.			10.07	2.35		
115446	359	02.125.1894.359.			6.29	1.47		
113483	359	02.125.1894.359.				1.69		
113037	359	02.125.1894.359.				1.69		
113545	359	02.125.1894.359.				1.35		0.044199
114034	359	02.125.1894.359.				1.69	28.54	0.055249
109261	359	02.125.1894.359.			9.22	2.16	36.37	0.058011
			23,048.51	222.64		334.20	5,637.67	
115103	360	01.219.1664.360.	260.02	9.37	16.12	3.77	63.60	0.153315
105399	360	01.219.1664.360.	2,497.47	11.67	154.84	36.21	610.88	1.18232
110576	360	01.219.1664.360.	2,030.58	11.67	125.90	29.44	496.68	0.961326
115571	360	01.219.1664.360.	1,567.14	9.37	97.16	22.72	383.32	0.924033
101070	360	01.219.1664.360.	4,453.27	11.67	276.10	64.57	1,089.27	2.108287
101070	360	01.219.1664.360.	723.35	12.58				
115495	360	01.219.1664.360.			39.02			0.342541
107652	360	01.219.1664.360.						0.294199
102361	360	01.219.1664.360.				9.48		
115086	360	01.219.1664.360.						
101666	360	01.219.1664.360.						0.066298
115432	360	01.219.1664.360.						
115435	360	01.219.1664.360.	(5)					0.701657
115512	360	01.219.1664.360.						
106479	360	01.219.1664.360.	177.97	16.18	11.03	2.58	3 43.53	0.060773

								Avg Hrs
Emp#	Loc	Account	Amount	Rate	FICA	MED	RET	per day
106479	360	01.219.1664.360.		11.67	24.96	5.84	98.48	0.190608
113963	360	01.219.1664.360.		10.15	13.84	3.24	54.62	
113963	360	01.219.1664.360.		10.98	214.82	50.24	847.50	1.743923
102146	360	01.219.1664.360.4		11.67	5.79	1.35	22.84	0.044199
102445	360	01.219.1664.360.4	2,276.65	10.15	141.15	33.01	556.87	1.239227
115509	360	01.219.1664.360.4	2,281.60	9.37	141.46	33.08	558.08	1.345304
101070	360	02.125.1294.360.	834.41	11.67	51.73	12.10	204.10	0.395028
			30,100.03	243.93	1,866.20	436.45	7,362.47	
112058	366	01.219.1664.366.	3,746.65	11.67	232.29	54.33	916.43	1.773757
110632	366	01.219.1664.366.	2,843.09	12.58	176.27	41.22	695.42	1.248619
114040	366	01.219.1664.366.	595.17	11.67	36.90	8.63	145.58	0.281768
115467	366	01.219.1664.366.	2,085.50	8.60	129.30	30.24	510.11	1.339779
114058	366	01.219.1664.366.	650-65-67 FA WINCOM	11.67	247.63	57.91	976.95	1.890884
115460	366	01.219.1664.366.		9.37	138.01	32.28		1.312431
112862	366	01.219.1664.366.			259.03	60.58		
115229	366	01.219.1664.366.		10.15	230.48	53.90		2.023481
115424	366	01.219.1664.366.		10.15	223.40	52.25	881.36	
113530	366	01.219.1664.366.	,	11.67	181.57	42.46	716.34	1.386464
106827	366 366	01.219.1664.366.	-,		215.62 0.78	50.43	850.64	1.646409
110632	300	01.219.1894.366.	12.58 33,407.86		2,071.29	0.18 484.41		0.005525
112404	260	01 210 1664 269	1 000 01	11 67	122.02	20.00	400.01	0.046122
112404 105344	368 368	01.219.1664.368.4 01.219.1664.368.4		11.67 11.67	123.93 115.40	28.98 26.99		
115463	368	01.219.1664.368.	ELIO MELO ELIA ONOMINA	9.37	65.94	15.42		
114985	368	01.219.1664.368.			35.88	8.39		
112071	368	01.219.1664.368.		11.67	167.90	39.27		
113482	368	01.219.1664.368.4	180		49.21	11.51		
100654	368	01.219.1664.368.			307.05	71.81		
111894	368	01.219.1664.368.	the contract of the contract		221.92			
100691	368	01.219.1664.368.			188.72			1.440608
109219	368	01.219.1664.368.4	2,599.19	11.67	161.15	37.69	635.76	1.230663
114547	368	01.219.1664.368.	1,711.71	10.92	106.13	24.82	418.68	0.866022
108563	368	01.219.1664.368.	1,546.47	11.67	95.88	22.42	378.27	0.732044
			26,437.16	138.74	1,639.10	383.34	6,466.53	
101543	398	01.219.1664.398.	-50.000					1.472376
101869	398	01.219.1664.398.						
112230	398	01.219.1664.398.						
113587	398	01.219.1664.398.			3.15	0.74		
115005	398	01.219.1664.398.					1.5	2.138122 2.129834
108221 102934	398 398	01.219.1664.398. 01.219.1664.398.						1.411602
102934	398	01.219.1664.398.						2.248619
112841	398	01.219.1664.398.						2.118785
110664	398	01.219.1664.398.						
112037	398	01.219.1664.398.						
106479	398	01.219.1664.398.						
106479	398	01.219.1664.398.	306.36			4.44	74.94	0.145028
106479	398	01.219.1664.398.	177.98	11.67	11.03	2.58	43.53	0.084254
103239	398	01.219.1664.398.	4,183.94	11.67	259.40	60.67	1,023.39	1.980663
			46,636.41	202.38	2,891.46	676.23	11,407.27	
115650	769	01.219.1664.769.	888.30	10.15	55.07	12.88	217.28	0.483425
108314	769	01.219.1664.769.	3,770.05	11.67			922.15	
115455	769	01.219.1664.769.						
115495	769	01.219.1664.769.						
114153	769	01.219.1664.769.	2207 (2004) - 171 (41)					
115652	769	01.219.1664.769.						0.497238
114046	769	01.219.1664.769.	87.54	11.67	5.43	1.27	21.41	0.041436

								Avg Hrs
Emp#	Loc	Account	Amount	Rate	FICA	MED	RET	per day
111762	769	01.219.1664.769.	1,698.06	10.92	105.28	24.62	415.35	0.859116
			15,310.61	85.79	949.26	222.00	3,744.98	
102343	770	01.112.1894.770.	3,243.70	13.13	201.11	47.03	793.41	1.364641
111774	770	01.112.1894.770.0	24.57	10.92	1.52	0.36	6.01	0.012431
105309	770	01.112.1894.770.0	24.57	10.92	1.52	0.36	6.01	0.012431
101870	770	01.112.1894.770.0	24.57	10.92	1.52	0.36	6.01	0.012431
115558	770	01.112.1894.770.0	524.16	10.92	32.50	7.60	128.21	0.265193
114912	770	01.112.1894.770.0	210.87	9.37	13.07	3.06	51.58	0.124309
102875	770	01.219.1664.770.4	4,412.01	11.67	273.54	63.97	1,079.18	2.088398
102343	770	01.219.1664.770.4	226.59	10.92	14.05	3.29	55.42	0.114641
114913	770	01.219.1664.770.4	3,223.26	10.15	199.84	46.74	788.41	1.754144
107431	770	01.219.1664.770.4	2,538.67	11.67	157.40	36.81	620.96	1.201657
100193	770	01.219.1664.770.4	4,715.48	11.67	292.36	68.37	1,153.41	2.232044
101870	770	01.219.1664.770.4	49.14	10.92	3.05	0.71	12.02	0.024862
114912	770	01.219.1664.770.4	3,491.07	9.37	216.45	50.62	853.92	2.058011
			22,708.66	142.56	1,407.94	329.28	5,554.54	
115469	771	01.219.1664.771.	355.25	10.15	22.03	5.15	86.89	0.19337
115506	771	01.219.1664.771.4	2,649.19	10.15	164.25	38.41	647.99	1.441989
109737	771	01.219.1664.771.4	5,610.04	11.67	347.82	81.35	1,372.22	2.655801
115222	771	01.219.1664.771.4	5,034.61	10.15	312.15	73.00	1,231.47	2.740331
113371	771	01.219.1664.771.	5,736.00	11.67	355.63	83.17	1,403.03	2.71547
109736	771	01.219.1664.771.	5,747.66	11.67	356.35	83.34	1,405.88	2.720994
109736	771	02.125.1244.771.	262.58	11.67	16.28	3.81	64.23	0.124309
			25,395.33	77.13	1,574.51	368.23	6,211.70	
105299	772	01.219.1664.772.	6,337.58	11.67	392.93	91.89	1,550.17	3
113845	772	01.219.1664.772.4	3,945.13	11.67	244.60	57.20	964.98	1.867403
115444	772	01.219.1664.772.	2,713.19	9.37	168.22	39.34	663.65	1.599448
114015	772	01.219.1664.772.4	1,747.20	10.92	108.33	25.33	427.37	0.883978
115444	772	01.222.1634.772.	117.15	9.37	7.26	1.70	28.65	0.069061
			14,860.25	53.01	921.34	215.47	3,634.82	
103146	774	01.219.1664.774.	5,356.89	11.67	332.13	77.67	1,310.30	2.535912
113418	774	01.219.1664.774.	4,487.87	11.67	278.25	65.07	1,097.73	2.124309
110638	774	01.219.1664.774.	4,855.55	11.67	301.04	70.41	1,187.67	2.298343
110628	774	01.219.1664.774.	5,181.92	11.67	321.28	75.14	1,267.50	2.453039
			19,882.23	46.69	1,232.70	288.29	4,863.19	

718,364.58 3,347.54 44,538.60 10,416.29 175,711.98

# ANN ARBOR PUBLIC SCHOOLS PURCHASE ORDER TERMS & CONDITIONS

These Purchase Order Terms & Conditions (the "Terms & Conditions") apply to all purchase orders issued by THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR ("AAPS").

- 1. <u>Purchase Order</u>. Any purchase order issued by AAPS shall be subject to these Terms and Conditions. Vendor's provision of goods or services to AAPS shall constitute acceptance to these Terms & Conditions. No additional terms shall be made a part of these Terms & Conditions, or of any offer made by AAPS to Vendor, without the express written consent of AAPS.
- 2. <u>Warranty</u>. Vendor warrants all goods which it may sell to AAPS for a period of one (1) year against defects in design, materials, and workmanship. The warranty period shall start at the later of the date of the completion of delivery or date of completion of installation, and during such warranty period all costs for parts and labor for repairs shall be borne by the Vendor.
- 3. <u>Preemption</u>. In the event of conflicting provisions among the purchase order, these Terms & Conditions, and Vendor's proposal/quote, provisions from the following documents will control in the order listed herein: (a) the purchase order, (b) these Terms & Conditions, and (c) Vendor's proposal/quote, with the purchase order superceding any conflicting terms in the other documents.
- 4. <u>Payment Terms</u>. Payment shall be made by AAPS within thirty (30) days of the latest of the date of the completion of delivery, the date of completion of installation, or the date of the receipt of an original invoice at P.O. Box 1188, Ann Arbor, Michigan 48106.
- 5. <u>Delivery</u>. In the event a good or service to be supplied by Vendor is not delivered to the location and by the date specified, if any, on the AAPS purchase order relating to such good or service then such failure shall entitle AAPS to refuse acceptance of further deliveries of goods or to cancel its contract with Vendor in whole or in part. All goods provided by Vendor must be delivered to AAPS between the working hours of 8:00 a.m. and 3:00 p.m.
- 6. <u>Compliance with Regulations</u>. Vendor shall comply with the following provisions:
  - (a) <u>Nondiscrimination</u>. Vendor, Vendor's contractors and subcontractors may not discriminate against any employee or applicant for employment because of race, creed, color, gender, national origin, or age except where based on a bona fide occupational qualification.
  - (b) <u>Disclosure of Conflicts of Interest</u>. Vendor must disclose in writing whether, to its actual knowledge, any member of the AAPS Board of Education or any AAPS employee or member of the immediate family of the member of the AAPS Board of Education or the AAPS employee possesses a Financial Interest in Vendor or receives a benefit, bonus, commission, payment, consideration, or item of value from Vendor as a result of the transaction of

business with AAPS. Such written disclosure must be submitted to AAPS by Vendor prior to the delivery of goods. If such conflict of interest is discovered subsequent to the delivery of Vendor's goods, written disclosure must be submitted to AAPS within seven (7) business days of discovery. AAPS reserves the right to terminate any contract with a Vendor immediately upon the notification of a conflict of interest. Upon such termination, AAPS shall compensate the Vendor only for the value of any goods or services provided to AAPS prior to such termination.

- (c) <u>Definitions</u>. For purposes of these Terms & Conditions, the following definitions apply:
  - (i) A "Financial Interest" shall be defined as a relationship wherein (1) an AAPS employee or a member of his or her immediate family is a partner, member, director, or officer of the Vendor, or (2) the AAPS employee or his or her family member owns not less than one percent (1%) of any class of stock in the Vendor or an amount of stock having a total market value in excess of \$25,000.00.
  - (ii) "Domestic Partner" shall be defined as provided in Chapter 110 of the City Code of the City of Ann Arbor, as the same may be amended from time to time.
  - (iii) "Immediate family" shall be defined as a spouse, the inlaws of a spouse, parent, the in-laws of a parent, child, the in-laws of a child, sibling, the in-laws of a sibling, grandparent, the in-laws of a grandparent, aunt, the in-laws of an aunt, uncle, the in-laws of an uncle, first cousin, the in-laws of a first cousin, the domestic partner, or any of the foregoing familial relations listed herein of the domestic partner of an AAPS employee.
- 7. <u>Purchase Order Requirements</u>. All purchase orders must be in writing, possess the signatures of the then current AAPS Director of Purchasing and Business Support Services and Finance Director, and be in the standard form from time to time used by AAPS (see attached Exhibit "A" for current example). Oral purchase orders shall not be valid. All purchase orders shall be delivered to AAPS at: P.O. Box 1188, Ann Arbor, Michigan 48106. All purchase orders above the State of Michigan's bid index amount must include a valid AAPS Board of Education annex number.
- 8. <u>AAPS as Offeror</u>. Any price quotes provided by Vendor for its goods/services shall be treated as for informational purposes only and not as an offer. AAPS shall be treated as the offeror in all contracts between AAPS and Vendor.
- 9. <u>Invoices</u>. All original invoices sent by Vendor to AAPS must reference the identification number from the corresponding purchase order. All of Vendor's original invoices shall be sent to AAPS at: P.O. Box 1188, Ann Arbor, Michigan 48106.
- 10. <u>Default by Vendor and AAPS Remedies</u>. In the event that Vendor defaults by failing, at any time, to comply with its obligations under the provisions of these Terms & Conditions or any other contract with AAPS, then AAPS reserves the right to

immediately terminate any and all contracts with Vendor in whole or in part. Such right of termination is in addition to any other rights provided to AAPS under law or equity.

- 11. <u>Entire Agreement</u>. Each contract between AAPS and Vendor shall consist of (a) these Terms & Conditions, (b) the AAPS purchase order, and (c) any written price quote issued by Vendor. Such documents constitute the entire contract between the parties with respect to the subject matter hereof.
- 12. <u>Assignment</u>. Vendor shall not have the right to assign or otherwise transfer its rights and obligations under any agreement with AAPS except with the prior written consent of AAPS. Any prohibited assignment shall be null and void.
- 13. <u>Notices</u>. Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time. Unless specified otherwise herein in connection with any particular notice, notices so given shall be effective upon receipt by the party to which notice is given.
- 14. <u>Amendment</u>. These Terms & Conditions shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto. Any modification or amendment shall be effective only upon the issuance by AAPS of a revised purchase order and the conveyance of the same to the Vendor.
- 15. <u>Severability</u>. In the event that any of the terms of these Terms & Conditions are in conflict with any rules of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from these Terms & Conditions.
- 16. <u>Governing Law</u>. These Terms & Conditions shall be governed under the laws of the State of Michigan.
- Dispute Resolution. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Purchase Order, or any breach or alleged breach thereof, shall, at the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes, and to permit pre-hearing discovery in the time and manner provided by the then applicable Michigan Court Rules. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within six (6) months after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same.

The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only as to the claims or disputes at issue. The expenses of any arbitration shall be borne equally by the parties to such arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and counsel's fees.

Any award by the arbitrator shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction.

#### **EXHIBIT "A"**

Vendor: [Vendor Number] PURCHASE ORDER P/O #: [PO Number] ANN ARBOR PUBLIC SCHOOLS FINANCE DEPARTMENT P.O. BOX 1188 ANN ARBOR, MI 48106 (000) 000-0000 TO: [Vendor Name] SHIP TO: [AAPS LOCATION TO BE NAMED] [Vendor Address] FED ID #00-0000000 TAX EXEMPT ANN ARBOR, MI 4810 ATTN: [AAPS Employee Name] Date: [Date] Required: [Date] Include Shipping Req: [Req. No.] QUANTITY DESCRIPTION DISCOUNT UNIT PRICE TOTAL [No. of items] [Item description] [Discount] [Unit price] [Total price] TOTAL[Total price] **ACCOUNT AMOUNT** [Account Number] [Total amount]

[Signature]

Purchasing Director

[Signature]

Finance Director

# ADDITIONAL TERMS AND CONDITIONS REGARDING BIDS SUBMITTED TO THE PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR

- 1. <u>Bids Received</u> Bids are considered received by the Public Schools of the City of Ann Arbor ("AAPS") when they are date/time stamped by the Purchasing and Business Support Services Office or the department requesting the quotation(s). Bidders are responsible for making sure that bid proposals arrive at the specified location on or before the bid-opening deadline. Facsimile bids shall not be accepted. No bid received after the bid-opening deadline will be considered.
- 2. <u>Warranty</u> Specific warranty information on parts, material and labor must be included with any bid submitted by Bidder. All equipment and supplies shall be warranted by the bidder for a period of at least one (1) year against defects in design, materials and workmanship. The warranty period shall start on the later of the date of the completion of delivery or the date of completion of installation, and during such warranty period all costs for parts and labor for repairs shall be borne by the Bidder.
- 3. <u>Condition of Equipment</u> All equipment, supplies and materials shall be new and free from corrosion, scratches, or other such defects which present an other than new appearance and functionality.
- 4. Equipment Quantities AAPS, in its sole discretion, reserves the right to increase or decrease reasonable quantities by ten percent (10%) without affecting the bid price per unit.
- 5. <u>Equipment Design</u> Unless otherwise agreed in writing by the parties, all equipment shall be of current design and manufacture and shall reflect the latest advances in the state of the art to insure against early obsolescence. All equipment shall meet latest OSHA and MI-OSHA standards.
- 6. <u>Equipment, Supplies and Materials Standards</u> Where one certain kind, type, or brand of manufacturer of equipment or materials is referenced; it is done to indicate the type of equipment desired and to establish the minimum acceptable standards of quality, performance, design, and efficiency. This shall not be construed to mean that the certain type or brand indicated is the only one acceptable. Other goods meeting or exceeding these standards will be given equal consideration unless otherwise noted.
- 7. <u>Instruction & Operation</u> Appropriate instruction manuals, service manuals, and parts lists (collectively, "materials literature") for all equipment furnished by Bidder will be required at such time as any equipment is delivered to AAPS. On-site instruction by Bidder for Ann Arbor Public School personnel who shall use the equipment will be required within one week of delivery of such equipment. Bidder shall provide two (2) follow-up instructional visits, if requested by AAPS, within 120 days of acceptance of the equipment. AAPS shall not be charged for any materials literature or instruction service
- 8. <u>Delivery</u> In the event a good or service to be supplied by the Bidder is not delivered on the date specified on AAPS purchase order, such failure shall entitle AAPS to refuse acceptance of further deliveries of goods or to cancel its contract with Bidder in whole or

- in part. All goods provided by Bidder must be delivered to AAPS between the working hours of 8:00 a.m. and 3:00 p.m.
- 9. <u>Freight Terms</u> F.O.B. delivered to stated location in Ann Arbor. The exact quantities of the various goods to be delivered to each location will be covered by separate purchase order for each location to be issued to Bidder.
- 10. <u>Payment Terms</u>. Payment shall be made by AAPS within thirty (30) days of the latest of the date of the completion of delivery, the date of completion of installation of Bidder's goods, or the date of the receipt of an original invoice at P.O. Box 1188, Ann Arbor, MI 48106.
- 11. <u>Bid Selection</u> Bidder acknowledges that AAPS shall select those bids by item that it considers to be in AAPS' best interest. AAPS reserves the right to (1) award a bid by line item, (2) accept or reject a bid in whole or in part, (3) qualify or disqualify bidders on the basis of available information pertaining to the suitability of the goods bid, and (4) delete a Bidder from the AAPS list of approved vendors if the Bidder does not comply with these Additional Terms and Conditions or does not respond to a Request for Quotation ("RFQ") with either a bid or a "no bid" response.
- 12. <u>Meeting Specifications & Alternate Bids</u> Bidder shall submit bids which meet the bid specifications. Bids, which do not meet specifications, must be marked "Alternate". Any deviations from AAPS' bid specifications must be noted in order for the Alternate Bid to receive consideration.
- 13. <u>Bid Bond</u> Security in the form of a certified check, cashier's check, or bid bond is required in the amount of at least 5% of the total amount of construction bids in excess of the amount specified in M.C.L § 380.1267 or the comparable provision of future law. For non-construction bids, it is applicable only when the "Bid Bond Required" box is checked on page 1 of the RFQ. All bond surety companies utilized by Bidder must be licensed in the State of Michigan.
- 14. Non-Collusion Bidder certifies that its bid has not been made or prepared in collusion or cooperation with any other bidder, or representative thereof, and the prices, terms, or conditions of the bid have not been communicated by or on behalf of Bidder to any other bidder or potential bidder and will not be so communicated to any other bidder or potential bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury.
- 15. <u>Compliance with Regulations</u>. Bidder shall comply with the following:
  - (a) <u>Nondiscrimination</u>. Bidder, Bidder's contractors and subcontractors may not discriminate against any employee or applicant for employment because of race, creed, color, gender, national origin, or age except where based on a bona fide occupational qualification.
  - (b) <u>Disclosure of Conflicts of Interest</u>. Bidder must disclose in writing whether, to its actual knowledge, any member of the AAPS Board of Education or any AAPS employee or member of the immediate family or a member of the AAPS Board of Education or the AAPS employee possesses a Financial Interest in Bidder or receives a benefit, bonus, commission, payment, consideration, or item of value from Bidder

as a result of the transaction of business with AAPS. Such written disclosure must be submitted to AAPS by Bidder with its initial bid. If such conflict of interest is discovered subsequent to the submission of Bidder's bid, written disclosure must be submitted to AAPS within seven (7) business days of discovery. AAPS reserves the right to immediately terminate any contract with a Bidder upon the notification of a conflict of interest. Upon such termination, AAPS shall compensate Bidder only for the value of any goods or services provided to AAPS prior to such termination.

#### Addendum:

Competitive bids for construction of a new school building, or addition to or repair or renovation of an existing school building, shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board of education or the superintendent. The board of education shall not accept a bid that does not include this sworn and notarized disclosure statement (Refer to the Revised School Code Section 1267 effective July 21, 2004).

- (c) <u>Definitions</u>. For purposes of this Section 15, the following definitions apply:
  - (i) A "Financial Interest" shall be defined as a relationship wherein (1) an AAPS employee or a member of his or her immediate family is a partner, member, director, or officer of the Bidder or (2) the AAPS employee or his or her family member owns not less than one percent (1%) of any class of stock in the Bidder or an amount of stock having a total market value in excess of \$25,000.00.
  - (ii) "Domestic Partner" shall be defined as provided in Chapter 110 of the City Code of the City of Ann Arbor, as the same may be amended from time to time.
  - (iii) "Immediate family" shall be defined as a spouse, the in-laws of a spouse, parent, the in-laws of a parent, child, the in-laws of a child, sibling, the in-laws of a sibling, grandparent, the in-laws of a grandparent, aunt, the in-laws of an aunt, uncle, the in-laws of an uncle, first cousin, the in-laws of a first cousin, the domestic partner, or any of the foregoing familial relations listed herein of the domestic partner of an AAPS employee.
- 16. <u>Purchase Order Requirements</u>. Any contract arising out of the bidding process shall become operative only upon the issuance of a written purchase order containing the signatures of the then current AAPS Purchasing and Finance Directors. Every purchase order over the then existing State Bid Index Limit, as defined under the applicable state law and as the same may be amended from time to time, must be in writing and include a valid AAPS Board of Education annex number which may be obtained from the Board of Education Office.
- 17. <u>Invoices</u>. All original invoices sent by Bidder to AAPS must reference the identification number from the corresponding purchase order. All of Bidder's original invoices shall be sent to AAPS at: P.O. Box 1188, Ann Arbor, Michigan 48106.

- 18. <u>Taxes</u>. AAPS is a federally constituted government body and is not subject to Michigan state or Federal excise tax. If requested by bidder, AAPS will provide a signed Michigan Sales and Use Tax Certificate of Exemption form.
- 19. Force Majeure If the performance of any obligation of AAPS is prevented, delayed or in any way interfered with by force majeure, act of God, natural disaster, fire, flood, explosion, earthquake, epidemic, quarantine, restriction, serious accident, any act of government, insurrection, riot, strike, labor trouble, shortage of material or any other cause beyond the control of AAPS, AAPS may, at its sole option, suspend performance or cancel its obligations without liability for loss, provided AAPS informs the Bidder immediately in writing of its inability to carry out the terms of its obligations. In no event will AAPS be responsible for consequential or special damages on account of such suspension of performance or canceling of obligations.
- 20. <u>Default by Bidder and Ann Arbor Public Schools Remedies</u>. In the event that Bidder defaults by failing, at any time, to comply with its obligations under the terms of any contract with AAPS, then AAPS reserves the right to immediately terminate any and all contracts with Bidder in whole or in part upon failure of Bidder to correct such default(s) within ten (10) days after written notice by AAPS to Bidder reasonably identifying such default(s) and the action(s) needed to correct such defaults. Such right of termination is in addition to any other rights provided to AAPS under law or equity.
- 21. <u>Preemption</u>. In the event of conflicting provisions among the purchase order, AAPS' bid specifications, the RFQ, these Additional Terms and Conditions, or Bidder's bid documents, provisions from the following documents will control in the order listed herein: (a) the purchase order, (b) the bid specifications, (c) the RFQ, (d) these Additional Terms and Conditions, and (e) the Bidder's bid documents.
- 22. <u>Effect of Price Quotes.</u> Any price quotes provided by Bidder for its goods shall be treated as for informational purposes only and not as an offer. AAPS shall be treated as the offeror in all contracts between AAPS and Bidder.
- 23. <u>Assignment</u>. Bidder shall not have the right to assign or otherwise transfer its rights and obligations under the RFQ, these Additional Terms and Conditions, the purchase order, or the bid specification, except with the prior written consent of AAPS. Any prohibited assignment shall be null and void.
- 24. <u>Notices</u>. Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties at first above written or at such other addresses as the respective parties may designate by like notice from time to time. Unless specified otherwise herein in connection with any particular notice, notices so given shall be effective upon receipt by the party to which notice is given.
- 25. <u>Amendment</u>. The RFQ, these Additional Terms and Conditions, the purchase order, the bid specifications, or the Bidder's bid documents shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto. Such amendment shall be effective only upon issuance by AAPS of a revised purchase order and the conveyance of the same to the Bidder.

- 26. <u>Severability</u>. In the event that any of the provisions of the RFQ, these Additional Terms and Conditions, the purchase order, the bid specifications, or the Bidder's bid documents are in conflict with any rules of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such provisions shall be deemed stricken.
- 27. <u>Governing Law</u>. Each contract between AAPS and the Bidder shall be governed under the laws of the State of Michigan.

Revised: June, 2008

Reviewed by D. Comsa, HRS

LND

# ANN ARBOR PUBLIC SCHOOLS ("AAPS") SMALL/MINORITY BUSINESS SURVEY (Optional)

Company Name:		
Address:		
City:	State:	Zip:
Contact Person:	Pho	one:
Date:		
Please use the guidelines below to determine	ne the category.	
Minority Business – A Minority Business persons of a national origin minority group Hispanic, Native American, Asian), or qual	(e.g.: African-American,	Alaskan, Middle Eastern, Eskimo,
Is the above-listed firm a minority firm?	Yes	No
If yes, please check the appropriate groups	(s):	
Female owned:	Native-Americ	can owned:
African-American owned:	Hispanic own	ed:
Other owned (specify):		_
<u>Small Business</u> – The Small Business Act has a place of business in the U.S.; operates the U.S. economy through payment of taxe independently owned and operated; and is	primarily within the U.S. s or use of American prod	or makes a significant contribution to ucts, materials or labor; is
Industry Category	# Of Employees	Annual Gross Sales
Manufacturing & Mining	500	N/A
Wholesale trade	100	N/A
Retail and service	N/A	Not to exceed \$7,000,000
General & Heavy Construction	N/A	Not to exceed \$33,500,000
Special Trade Contractors	N/A	Not to exceed \$14,000,000
Agricultural	N/A	Not to exceed \$750,000
Industry Category:		
Is the above-listed firm a small business?	Yes	No
Total Number of Employees:		
Number of Employees from Minority Grou	ps: Male	Female

# **Statement of NO BID**

If you do not intend to bid, please return this form only to:	
Ann Arbor Public Schools 2555 South State Street Ann Arbor, MI 48104 ATTN: Mr. Robert Allen FAX #: 734-997-0145	
In Arbor Public Schools  555 South State Street  In Arbor, MI 48104  TTN: Mr. Robert Allen  AX #: 734-997-0145  escription of Project:  Te, the undersigned, decline to bid on the above project for the following reason(s):  We are not able to respond to the Invitation to Bid or Request for Proposals by the specified deadline.  Our company/firm does not offer this product or service.  Our schedule will not permit us to perform.  Specifications are incomplete or information is unclear (Please explain below).  Other (Please specify below)  Dompany Name	
We, the undersigned, decline to bid on the above project for the following reason(s)	:
	by
Our company / firm does not offer this product or service.	
Our schedule will not permit us to perform.	
Specifications are incomplete or information is unclear (Please explain below	v). -
Other (Please specify below)	-
Company Name Phone	_
Print name of person completing this form:	_
Date: Signed:	_