

**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  
Community Education & Recreation  
1515 South Seventh Street  
Ann Arbor, MI 48103  
Attn: Donna Dishman**

**Page 1 of 16**

**TO:**

**BID NUMBER: 12-001-167**

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: Monday, August 8, 2011**

**DATE/TIME OF BID OPENING:**

**Monday, August 29, 2011 - 10:00 am**

**PLACE: AAPS/Community Ed & Rec  
1515 South Seventh Street  
Ann Arbor, MI 48103**

**NOTE: FOR BID RESULTS AND AWARDS, CONTACT  
NAME: Donna Dishman, [disman@aaps.k12.mi.us](mailto:disman@aaps.k12.mi.us)  
PHONE: 734-994-2300, ext 53223**

**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 WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

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

PUBLIC SCHOOLS OF THE CITY OF ANN ARBOR

By: \_\_\_\_\_

Its: Donna Dishman, Coordinator of Operations and Scholarship for Community Education & Recreation

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**Brief Description of Bid Item/s and Specifications:**

Community Education and Recreation Catalogs: Printing/Bundling/Delivery of (5) Catalogs beginning with Winter 2012 issue. See attached list for complete bid specifications.

\*\*\*\*\*FOR BIDDER USE ONLY\*\*\*\*\*

NOTICE: Bidders are requested to answer the RFQ with either a BID or a "NO BID".

TERMS: PROMPT PAYMENT DISCOUNTS ARE ENCOURAGED.

\_\_\_% discount if payment is made within \_\_\_ days after delivery and receipt of correct invoicing.

( ) 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?

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print or type) Title

\_\_\_\_\_  
Company or Corporation

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

# Ann Arbor Public Schools Total Bid Amount Summary Sheet

## 2012 Community Education and Recreation Catalogs

<u>Item</u>	<u>Catalog Bid</u>	<u>Addtl. Cost/M</u>	<u>Cost/Hrly Rates for corrections</u>
	<b>80,000 / 100,000</b>		
1. Bid Option #1 (A-D) 64 page Catalog	\$ _____ / _____	\$ _____	\$ _____
2. Bid Option #2 (A-D) 64 page Catalog	\$ _____ / _____	\$ _____	\$ _____
3. Bid Option #3* (A-D) 64 page Catalog (Detailed specs must be included with all alternate options)*	\$ _____ / _____	\$ _____	\$ _____
<b>4. Bid Option: 2 Year Pricing (A-D) 64 pg Catalog</b>	\$ _____ / _____	\$ _____	\$ _____
(We are encouraging vendors to submit pricing using the option #1 specs that will cover two full years of our catalog production)			

	<b>20,000 / 40,000</b>		
1. Bid Option #1 (E-F) 48page Catalog	\$ _____ / _____	\$ _____	\$ _____
2. Bid Option #2 (E-F) 48page Catalog	\$ _____ / _____	\$ _____	\$ _____
3. Bid Option #3* (E-F) 48page Catalog	\$ _____ / _____	\$ _____	\$ _____
<b>4. Bid Option: 2 Year Pricing (E-F) 48 pg Catalog</b>	\$ _____ / _____	\$ _____	\$ _____
(We are encouraging vendors to submit pricing using the option #1 specs that will cover two full years of our catalog production)			

**All specifications have been included/attached: \_\_\_\_\_ yes \_\_\_\_\_ no**  
**If "no" is checked, attach a written explanation to this page.**

We hereby certify that the Bid Amounts listed above are true and correct. Our company will honor this amount even in error. All Bid Amounts MUST be reflected on this and the attached bid sheets.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
                     **Authorized Company Representative**

Vendor \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Current Date \_\_\_\_\_

# 2012 PRINT BID for the Ann Arbor Public Schools Community Education & Recreation Catalogs

Bid for Catalogs (A-F) are due by 5:00pm on August 29, 2011

For more information or questions contact: Donna Dishman, ext. 53223

Mail to REC & ED 2012 BID, Attn. Donna Dishman • 1515 S. Seventh St • Ann Arbor, MI 48103

GENERAL CATALOG	PAGES	SIZE	QUANTITY	TO PRINTER	TO REC/ED	TO POST OFFICE
<b>Catalog A:</b> Winter 2012/13	64	8x10.5	80,000/100,000**	DEC	DEC	DEC
<b>Catalog B:</b> Spring 2012/13	64	8x10.5	80,000/100,000**	MAR	MAR	MAR
<b>Catalog C:</b> Summer 2012/13	64	8x10.5	80,000/100,000**	MAY	MAY	MAY
<b>Catalog D:</b> Fall 2012/13	64	8x10.5	80,000/100,000**	AUG	AUG	AUG

**\*\* Approximate quantity, based on actual carrier route numbers each issue**

**Option #1** COVER: 4 color 50# white offset      INSIDE: 30# newsprint, 2 color (black & 1 PMS), four 4-color interior pages  
**Option #2** COVER: 4 color 50# white offset      INSIDE: 35# 80 Bright, 2 color (black & 1PMS), four 4-color interior pages

Artwork: Adobe Acrobat PDF, original Mac file Adobe In Design available upon request

Binding: Fold, trim and glue or saddle stitch

Mailing: Printer is responsible for the printing, labeling, bundling/boxing and delivery of the catalog to the Post office. Printer will determine the appropriate carrier route, pre-sort and number of catalogs needed for home delivery to all Ann Arbor residents. Printer will use AAPS bulk permit with postage paid by REC & ED. The remaining copies must be packaged and labeled as directed by distribution sheet from the REC & ED office. Price must include 3 delivery locations.

Delivery: Approx. 80,000 copies are delivered to the main Post Office (Stadium Blvd). Approx. 5,000 copies are delivered to the AAPS Warehouse (2555 S. State) and the remaining copies delivered to REC & ED office (1515 S. Seventh St.). Printer is responsible for delivery to specified locations and unloading catalogs.

Pricing: Please provide the following

1. An itemized and total cost for each issue and the cost to print additional catalogs per thousand.
2. The cost of additional sets of 4-color pages
3. Costs/hourly rates for any additional file corrections/revisions.
4. A floor sheet or other suggestions we should consider as a 3rd option
5. Include timeframe detailing # of days required by printer from receipt of data file to delivery.
6. We are encouraging vendors to submit pricing using option #1 specs that will cover **2 full yrs.** of catalog production.

YOUTH CATALOG	# PAGES	SIZE	QUANTITY	TO PRINTER	REC & ED
<b>Catalog E:</b> Youth Summer Camps	48	8x10.5	20,000/40,000**	FEB	FEB

**\*\* Approximate quantity, based on school enrollment each issue**

**Option #1** COVER: 4 color 50# white offset      INSIDE: 30# newsprint, 2 color (black & 1 PMS) four 4-color interior pgs  
**Option #2** COVER: 4 color 50# white offset      INSIDE: 35# 80 Bright, 2 color (black & 1PMS), four 4-color interior pgs

Artwork: Adobe Acrobat PDF, original Mac file Adobe In Design available upon request

Binding: Fold, trim and glue

Delivery: Printer is responsible for the printing, labeling, bundling/boxing and delivery of the youth catalog as directed by the distribution sheet from the REC & ED office 18,000 delivered to the AAPS Warehouse (2555 S. State), The remainder delivered to REC & ED office (1515 S. Seventh St.). Printer is responsible for delivery to specified locations and unloading catalogs.

Pricing: Please provide the following

1. An itemized and total cost for each issue and the cost to print additional catalogs per thousand.
2. If you have a floor sheet or other suggestions we should consider as a 3rd option.
3. Timeframe detailing # number of days required by printer from receipt of data file to delivery.
4. We are encouraging vendors to submit pricing using option #1 specs that will cover 2 full yrs. of catalog production.

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

1. Bids Received – 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. Warranty – 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. Condition of Equipment – 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. Equipment Design – 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. Equipment, Supplies and Materials Standards – 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. Instruction & Operation – 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. Delivery – 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. Freight Terms – 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. Payment Terms. 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. Bid Selection – 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. Meeting Specifications & Alternate Bids – 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. Bid Bond – 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. Compliance with Regulations. Bidder shall comply with the following:

(a) Nondiscrimination. 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) Disclosure of Conflicts of Interest. 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) Definitions. 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. Purchase Order Requirements. 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. Invoices. 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. Taxes. 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. Default by Bidder and Ann Arbor Public Schools Remedies. 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. Preemption. 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. Effect of Price Quotes. 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. Assignment. 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. Notices. 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. Amendment. 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. Severability. 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. Governing Law. 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 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. Purchase Order. 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. Warranty. 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. Preemption. 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. Payment Terms. 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. Delivery. 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. Compliance with Regulations. Vendor shall comply with the following provisions:

(a) Nondiscrimination. 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) Disclosure of Conflicts of Interest. 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) Definitions. 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 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.

7. Purchase Order Requirements. 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. AAPS as Offeror. 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. Invoices. 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. Default by Vendor and AAPS Remedies. 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. Entire Agreement. 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. Assignment. 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. Notices. 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. Amendment. 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. Severability. 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. Governing Law. These Terms & Conditions shall be governed under the laws of the State of Michigan.

17. 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  
ANN ARBOR PUBLIC SCHOOLS  
FINANCE DEPARTMENT  
P.O. BOX 1188  
ANN ARBOR, MI 48106  
(000) 000-0000

P/O #: [PO Number]

TO: [Vendor Name]  
[Vendor Address]

SHIP TO: [AAPS LOCATION TO BE NAMED]  
FED ID #00-0000000 TAX EXEMPT

ANN ARBOR, MI 4810\_\_  
(734) \_\_\_\_ - \_\_\_\_  
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]

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\*\*

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ACCOUNT

[Account Number]

AMOUNT

[Total amount]

[Signature] \_\_\_\_\_

Finance Director

[Signature] \_\_\_\_\_

Purchasing Director

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Please use the guidelines below to determine the category.

**Minority Business** – A Minority Business is defined as a business that is at least 51% owned by females, persons of a national origin minority group (e.g.: African-American, Alaskan, Middle Eastern, Eskimo, Hispanic, Native American, Asian), or qualified as a small business as established below.

Is the above-listed firm a minority firm? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please check the appropriate groups(s):

Female owned: \_\_\_\_\_ Native-American owned: \_\_\_\_\_

African-American owned: \_\_\_\_\_ Hispanic owned: \_\_\_\_\_

Other owned (specify): \_\_\_\_\_

**Small Business** – The Small Business Act defines a small business as a concern that is organized for profit; has a place of business in the U.S.; operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor; is independently owned and operated; and is not dominant in its field on a national basis.

<u>Industry Category</u>	<u># Of Employees</u>	<u>Annual Gross Sales</u>
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 Groups: Male \_\_\_\_\_ Female \_\_\_\_\_

## Statement of NO BID

If you do not intend to bid, please return this form only to:

Ann Arbor Public Schools  
Community Education & Recreation  
1515 South Seventh Street  
Ann Arbor, MI 48103  
Attn: Donna Dishman  
FAX #: 734-994-1454

Description of Project:

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We, 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).

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\_\_\_ Other (Please specify below)

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Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Print name of person completing this form: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_