



Finance Department, Purchasing Division
47450 Woodward Ave., Room 206
Pontiac, MI 48342
purchasing@pontiac.mi.us

Contract Name	[name of service/project]
Contract No.	
Contract Term	
Assigned Buyer	

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE CITY OF PONTIAC:

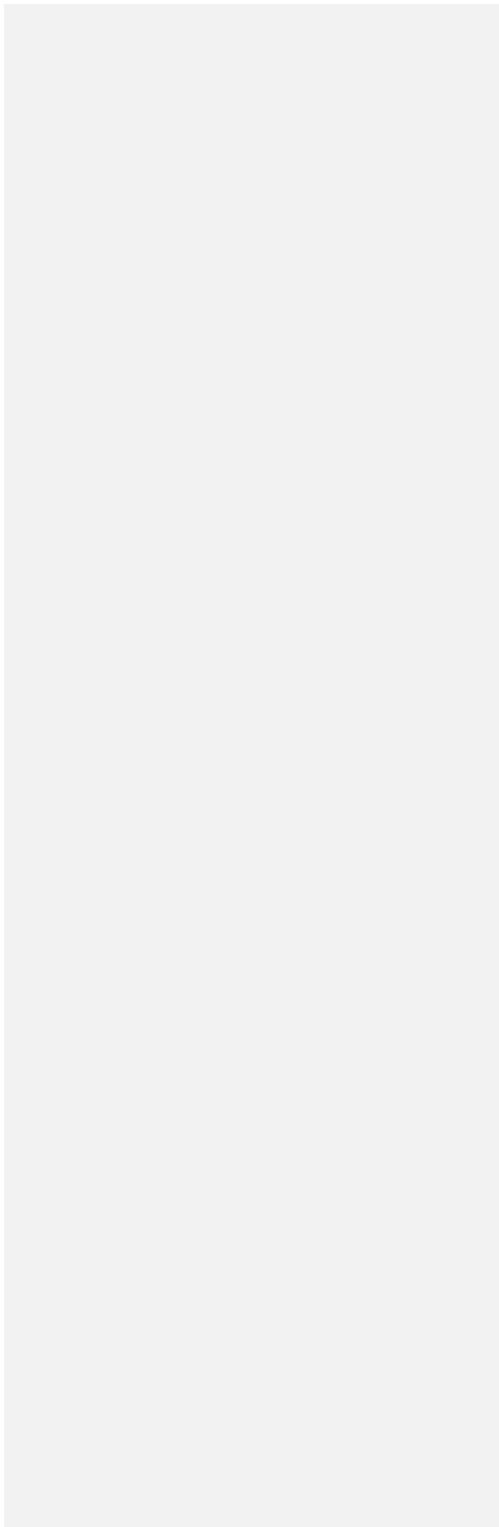
Signature

Name & Title

Agency

Date

SAMPLE



STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the City of Pontiac (the “**City**”) and _____ Michigan (“**Contractor**”), a Corporation. This Contract is effective on April 1, 2024 (“**Effective Date**”), and unless terminated, expires on April 1, 2027.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the City and will automatically extend the Term of this Contract. The City will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the City’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the City, including the City’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the City any City-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the City; (i) assign to the City any claims resulting from city or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all City physical and IT security policies and standards which will be made available upon request; and (k) provide the City priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on City property by wearing identification issued by the City, and clearly identify themselves whenever making contact with the City.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail

without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to the City:	If to Contractor:
See Contract Administrator information shown below.	

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

City:	Contractor:
Alicia Martin 47450 Woodward Ave., Room 206 Pontiac, MI 48342 purchasing@pontiac.mi.us (248) 758-3120	

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

City:	Contractor:
See cover sheet or most recent change notice for Program Manager Information.	Patrick Muller, Interim DPW Director 47450 Woodward Ave. Pontiac, MI 48342 (248) 758-3611 pmuller@pontiac.mi.us

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the Contract and must provide proof upon request. The City may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the City, it will ensure performance of the Contract.

6. **Insurance Requirements.**

See Schedule C.

7. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the City. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the City, is responsible for the payment of wages, benefits and taxes of Contractor’s employees and any subcontractors. Prior performance does not modify Contractor’s status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

8. **Intellectual Property Rights.** If Schedule A, Statement of Work, requires Contractor to create any intellectual property, Contractor hereby acknowledges that the City is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all

associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the City, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 9. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the City. Contractor must notify the City at least 90 calendar days before the proposed delegation and provide the City any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The City, in its sole discretion, may require the replacement of any subcontractor.
- 10. Staffing.** The City's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 11. Background Checks.**
Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the City and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The City, in its sole discretion, may also perform background checks.
- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the City. Upon notice to Contractor, the City, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the City determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the City, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the City within 30 calendar days of the City's receipt of them ("**City Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the City, the City will notify Contractor by the end of the City Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the City finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.
- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the City premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the City's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The City will record and report to Contractor any evidence of visible damage. If the City rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the City will have the right to dispose of it as its own property. Contractor must reimburse the City for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. Warranty Period** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the City may return such non- conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the City. All undisputed amounts are payable within 45 days of the City's receipt. Contractor may only charge for Contract Activities provided as specified in Schedule A. Invoices must include an itemized Statement of all charges. The City is exempt from City sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the City's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, city, or local governmental entity on any amounts payable by the City under this Contract.

The City has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The City will notify Contractor of any dispute within a reasonable time. Payment by the City will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the City constitutes a waiver of all claims by Contractor against the City for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. The City will only disburse payments under this Contract through check.

Without prejudice to any other right or remedy it may have, the City reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the City to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the City of Pontiac) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the City of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the City's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the City may have under this Contract for Contractor's breach of this Contract, including without limitation, the City's right to terminate this Contract for cause under Section 24 and the City will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the City will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the City as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the City may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. Stop Work Order.** The City may suspend any or all activities under the Contract at any time. The City will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the City will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The City will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. Termination for Cause.** The City may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the City: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the City to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time city in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the City terminates this Contract under this Section, the City will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The City will only pay for amounts due to Contractor for Contract Activities accepted by the City on or before the date of termination, subject to the City's right to set off any amounts owed by the Contractor for the City's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the City in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the City incurs to procure the Contract Activities from other sources.

25. Termination for Convenience. The City may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the City terminates this Contract for convenience, the City will pay all reasonable costs, as determined by the City, for City approved Transition Responsibilities.

26. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the City (not to exceed **180** calendar days), provide all reasonable transition assistance requested by the City, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the City or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the City or the City's designee; (c) taking all necessary and appropriate steps, or such other action as the City may direct, to preserve, maintain, protect, or return to the City all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the City; (d) transferring title in and delivering to the City, at the City's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the City and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

27. Indemnification. Contractor must defend, indemnify and hold the City, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement,

misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The City will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the City, demonstrate its financial ability to carry out these obligations.

The City is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the City deems necessary. Contractor will not, without the City's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the City, or any of its subdivisions under this Section, must be coordinated with the City's Law Director.

The City is constitutionally prohibited from indemnifying Contractor or any third parties.

28. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the City the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the City with appropriate credits to the City against Contractor's charges and reimburse the City for any losses or costs incurred as a consequence of the City ceasing its use and returning it.

29. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE CITY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The City is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

30. Disclosure of Litigation, or Other Proceeding. Contractor must notify the City within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that

Contractor is required to possess in order to perform under this Contract.

31. City Data. All data and information provided to Contractor by or on behalf of the City, and all data and information derived therefrom, is the exclusive property of the City (“**City Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the City, or a third party designated by the City, all City Data within 10 calendar days of the request and in the format requested by the City. Contractor will assume all costs incurred in compiling and supplying City Data. No City Data may be used for any marketing or commercial purposes.

32. N/A

33. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that:
- (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or,
 - (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or,
 - (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).
- For purposes of this Contract, in all cases and for all matters, City Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the City’s Confidential Information in confidence. At the City’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party

learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the City, at the sole election of the City, the immediate termination, without liability to the City, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return City Data to the City following the timeframe and procedure described further in this Contract. Should Contractor or the City determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the City's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

34. N/A

35. N/A

36. N/A

- 37. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the City or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the City or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the City and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

38. Representations and Warranties. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the City or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the City of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false Statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the City to terminate this Contract under Section 24, Termination for Cause.

39. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any City employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the City of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

40. Compliance with Laws. Contractor must comply with all federal, city and local laws, rules and regulations.

41. N/A

42. N/A

43. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

44. Unfair Labor Practice. Under MCL 423.324, the City may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

45. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the City must be initiated in Oakland County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non convenient*. Contractor must appoint an agent in Michigan to receive service of process.

46. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the City or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

47. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the City may immediately contract with a third party.

48. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the City's right to terminate the Contract.

49. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the City, and then only in accordance with the explicit written instructions of the City.

50. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Attachment 1	City of Pontiac Service Site Map Exhibit
Attachment 2	Refuse Pickup Schedules

51. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE CITY’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE CITY OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE CITY AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

Commented [BG1]: Not Sure ???

52. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

53. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

54. Survival. Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; City Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

55. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically city’s its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the City’s terms and conditions, including any attachments, schedules, or exhibits to the City’s Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. **Equal Employment Opportunity**

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR](#)

Commented [AM2]: Please ensure the reference and language matches the municipal code (see RFP).

[Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c.** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d.** The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e.** The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be

canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g.** The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United Citys to enter into such litigation to protect the interests of the United Citys.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a City or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000,000 the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti- Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United Citys”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United Citys (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance

of this Contract the Contractor agrees as follows:

Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency. Federal Water Pollution Control Act
- d. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- e. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
- f. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. This certification is a material representation of fact relied upon by the City. If it is later

determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

[Remainder of page intentionally left blank]

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, City-Star Services, Inc. DBA Allied Waste Services of Kalamazoo, Republic Services of West Michigan, certifies or affirms the truthfulness and accuracy of each Statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

[Remainder of page intentionally left blank]

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

SCOPE

This contract is for a citywide solution to rubbish removal and optional recycling services for diverse City of Pontiac locations across multiple Agencies. A variety of container sizes and pick-up frequencies are needed, with some City locations requiring seasonal changes. Other City Agencies and locations may be added as needed at future times.

REQUIREMENTS

1. General Requirements

1.1. Rubbish Removal

- A. The Contractor must provide all personnel, vehicles, bins, containers, compactors, recycling containers, and other items and/or services necessary to perform the Contract Activities as described in this Statement of Work (SOW). Any City-owned equipment will be identified by the City Agency. The Contractor must maintain the facilities in such a manner that the location provides a clean, healthy and safe work environment for occupants and visitors of City-owned or leased facilities/locations.
- B. The City reserves the right to modify the services required under this Contract to meet future needs including adding or removing locations. Upon written notification of requested changes, the City will receive written confirmation of requests completion. Please send all change requests to the DPW office or email: purchasing@pontiac.mi.us.
- C. The DO will include frequency of services for sites located on the Contract.
- D. Contractor must furnish, install, set in place, and service containers as specified on the DO. The City Program Manager (PM) or designee will notify Contractor in writing if any changes to the location of containers, collection frequency, and service times are required.
- E. Each container must have a unique identifier so that the City can confirm the same unit is being returned after it is dumped.
- F. If the scheduled pick-up falls on a City Holiday (as listed below) and rubbish removal services are NOT provided on that day, the City requires priority pick-ups the day after the holiday unless no pickup is required by mutual agreement with the PM or designee. DNR requires rubbish removal services within 24 hours after a non-pickup holiday. E-mail agreement from the program manager or designee is allowed for this requirement.

See APPENDIX C Refuse Special Pickup Schedule:

- G. The Contractor must have equipment and personnel to adequately perform the services as specified. In the event of mechanical breakdown of trucks or equipment, the Contractor is expected to provide backup service so that pick-ups will be performed as required. Equipment failure will not be an acceptable excuse for lack of service.

- H. All Contractor containers are to be in good working condition at the beginning of the Contract. Thereafter, containers must be clean, well painted, and kept in like new condition. Containers must have tight fitting top loading split covers with lid positioners. During the contract term, Contractor will clean or replace dirty, unsightly, or inoperative containers/vendor owned compactors upon PM or their designee request.
- I. Each Agency's PM or designee must notify the Contractor by phone of all container pick-ups identified as "**on call**". The Contractor must provide confirmation of receipt and action to be taken to the program manager or designee "**on-call**" request for pick-up within 24-hours. This may include Saturday. The Contract Representative or Key Personnel must receive on-call pick-up requests directly via phone or email and must schedule the on-call pickup in coordination with all appropriate City of Pontiac PMs or designees. Requests received after 4 PM will not be scheduled for next day but the following.
- J. Agencies will have an occasional need for extra and/or same day pickups. Next day pick-ups can be accommodated if request is received prior to 4PM the day prior. Same day pickups can be completed if request is received prior to 12PM – except for Saturdays.
- K. All refuse containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly. Any Contractor owned container that presents a hazard to City owned or public property must be removed within 72 hours upon notification by the PM or their designee and replaced by the Contractor.
- L. Refuse and accumulations spilled from container while being serviced must be immediately cleaned up by Contractor's collector at no cost to the City.
- M. When excess refuse is stacked against full containers, this material must also be picked up with collection. Driver will service if able to safely do so or notify dispatch of additional needs so proper service can be scheduled.
- N. Collection vehicles must not be parked longer than necessary to make refuse collections and the vehicles must not unduly obstruct other necessary traffic in the vicinity.
- O. Refuse removal will include "Waste Materials" that are discarded by City agencies during the use, operation and maintenance of the facility. Hazardous waste materials are not to be included with normal pick up.

"Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials generated by the City or at the City facilities. Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de- characterized wastes, and demolition debris, for which the City shall complete a Special Waste Profile sheet to be approved by Contractor in writing. Waste Materials excludes, and the City agrees not to deposit or permit the deposit for collection of (i) any waste

tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio- hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, city, or local laws or regulations, (iii) any materials containing information protected by federal, city or local privacy and security laws or regulations, (iv) any other items or material prohibited by federal, city or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving the City's Waste Materials, or (v) Special Waste not approved in writing by Contractor (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with the City at all times. Title to the City's Waste Materials is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

Only Waste Materials that are accepted at the disposal facilities shall be received. Hazardous Waste and Excluded Materials are not permitted to be placed in the bins/container.

- P. Contractor is solely responsible for all fines and clean-up as a result of spills, improper transport and/or disposal.
- Q. Contractor is solely responsible for all costs associated with damage to City property it causes while providing services. Contractor does not take responsibility for general wear and tear of pavement due to the weight of the equipment required to service.
- R. In the event of an emergency, if the City cannot obtain the needed activities from the Contractor or the Contractor is nonresponsive, the City reserves the right to procure rubbish removal services from a 3rd party. An EMERGENCY is defined in this Contract as situations that pose a health, life or safety issue or threat of facility closure if not addressed immediately; must be resolved within 24 hours.
- S. The City understands the current environment may require fuel surcharges at times. The fuel recovery fee will fluctuate based on the Weekly Retail On- Highway Diesel Prices; this can be accessed at <http://www.eia.doe.gov>.
- T. The City reserves the right to consolidate other City of Pontiac rubbish contracts/POs/DOs/usage agreements into this contract to meet the needs of the City of Pontiac.

1.2. Oakland County Sheriff's Office (CITY) Correctional Facility Specific Deliverables

- A. Contractor's vehicle (truck) must be able to be locked when entering the facility. If the driver leaves the cab it must be locked. The Contractor must pick-up trash compactors at each facility (with the CITY unique identifier attached) with an empty truck, proceed immediately and directly to a landfill (or transfer station) to dispose of waste, and immediately on the same day return the exact same compactor (with the CITY uniquely identifier attached) to the same facility. Facility hours of operation vary, and the vendor must return the compactor within the hours allowed. Any exceptions

will be worked out between the Contractor, CITY Program Manager, and CITY Contract Manager.

- B. Due to the security measures in place for correctional facilities, it is possible that Contractor's vehicle may have to wait before being able to enter the facility. Every reasonable effort will be made by the facility to limit waiting time. The City will incur no additional costs for these wait times.
- C. Some containers may be located in areas that restrict camera and/or video access on Corrections property. Drivers will not be able to record or photograph their services in these areas. All video cameras that record outside the truck will be turned off in the restricted area zones. Drivers for these perspective properties receive a notice while enroute to the facility that upon arrival all outside cameras are to be turned off prior to entering the property.
- D. If other vehicles are waiting to enter the sallyport gate, causing a delay, Contractor must return later the same day for pick-up at no additional charge to the City. Pick-ups must follow the guidelines of 1.2.H.
- E. All un-compacted rubbish must be compacted at container site before vehicle leaves facility.
- F. Contractor must meet with PM or designee at each site to arrange schedules and to receive necessary orientation. Security clearances must be obtained for any Contractor personnel who will enter premise prior to start of any contracted service.
- G. Pick-ups must be between the hours negotiated by the City and Contractor. The Contractor must work with individual facilities to determine specific hours.
- H. Contractor vehicles and personnel entering and leaving the facility property may be searched.
- I. CITY reserves the right to deny access to any facility to any Contractor(s)/ subcontractor(s) staff members who fails to comply with any applicable City, Federal, or local law, ordinance, or regulation or whose presence may compromise the security of the facility, its members, or staff.
- J. All drug, alcohol, tobacco products, cellular devices, smart watches, computers, tablets, weapons, fireworks, and explosives are prohibited at all correctional facilities.
- K. Contractor(s) that come into the Administration Building of a correctional facility will need to secure their cellular devices and personal tobacco products in their locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their locked/secured motor vehicle.
- L. The City may require the Contractor's personnel to wear identification badges.
- M. The Contractor cannot store its equipment or unused roll-offs on City property

between pick-ups or services.

Commented [AM3]: Alicia will review as some language may not be appropriate for the Sheriff's Office.

1.2.1 CITY Vendor Rules and Regulations

- A. The Contractor will require all its employees working inside an CITY correctional facility to read and sign the CITY Vendor Rules and Regulations upon award of Contract. The purpose of the CITY Vendor Rules and Regulations is to provide the Contractor with general information regarding basic requirements of working within the CITY, provide notice of work rules, and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the CITY Program Manager at the completion of the employee's orientation. CITY will provide the Contractor with the most recent version of the Vendor Rules and Regulations upon contract award and will provide updates as needed.

1.2.2 CITY Reasonable Suspicion

- A. **Use of Alcohol or Controlled Substance.** Contractors are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Contractors who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be immediately removed from providing services. Contractors are subject to random, reasonable suspicion, pre-appointment, post-accident, and follow-up drug and alcohol testing protocol.

1.2.3 CITY Overfamiliarity/Unauthorized Contact

- A. Overfamiliarity is strictly prohibited. Overfamiliarity is defined as, establishing a friendship, mutual attraction or intimate relationship with an offender.
- B. Examples of overfamiliarity may include, but are not limited to:
 - 1. Conduct which has resulted in or is likely to result in intimacy; a close personal or non-work-related association,
 - 2. Being at the residence of an offender,
 - 3. Being at the residence of an offender's family,
 - 4. Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender,
 - 5. Exchanging hugs with an offender,
 - 6. Dating or having sexual relations with an offender, etc.
- C. Contact with offenders beyond program requirements, accepting items, offers of assistance or services are prohibited. Contract staff and volunteers must have no physical contact or close proximity beyond socially acceptable personal space unless same sex residential security staff is conducting pat downs. Any exceptions must have prior written approval of the CITY Program Manager and the CITY Contract Manager.
- D. CITY has the authority to remove Contract staff who are overfamiliar with CITY offenders, parolees, and probationers from providing services under the Contract.

1.2.4 CITY Staff and Facility COVID Protocols

Contractor staff may be subject to rapid COVID testing to enter a CITY facility.

1.2.5 N/A

1.2.6 Americans with Disabilities Act (ADA)

The Contractor must comply with the Americans with Disabilities Act (ADA), and must notify the designated CITY Program Manager within 24 hours of any request for reasonable accommodation for an offender. The Contractor must comply with the Americans with Disabilities Act (ADA), and must notify the designated CITY within 24 hours of any request for reasonable accommodation by an employee of the Contractor.

1.2.7 CITY Training

- A. The Contractor must complete CITY Provided Training for Contractors entering CITY facilities.
 - 1. In accordance with CITY instruction, Contractor staff providing services under the CITY contract may be required to complete applicable CITY provided training prior to providing services under this Contract and annually thereafter. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under the Contract. For Contractors who have no offender contact and no access to CITY properties or data, training may not be a requirement. New Contractor training is required to be completed prior to providing services under the contract and may be completed at a non-CITY location (Home Office, Agency Office, etc..). Contact the CITY Contract Representative with any questions concerning CITY training.

1.3. N/A

1.4. Recycling Services

If applicable, the City requires recycling services at some locations. The below sections will apply if services are required.

- A. The Contractor will furnish appropriately sized containers, vehicles, and personnel necessary to service and remove recyclables from facilities and deliver it to a processing plant.
- B. The Contractor must provide adequate truckload pick-up at regular intervals so as to avoid a backup of materials.
- C. The Contractor must use City Certified scales throughout the terms of the Contract. Proof of certification of scales must be provided prior to the Contract award.
- D. The City reserves the right to add other recyclable materials to the Contract as the need arises. Pricing will be negotiated at the time the material is added to the contract. For large building moves, the City reserves the right to add and negotiate special project-based pricing.
- E. When applicable, the Contractor must describe in detail the process to identify tip costs, defraying cost credits if any for recyclable items, and independent price indices to determine recyclable cost credits.
- F. Upon request, the Contractor must provide samples of marketing materials or

information of services that the City may use to promote the recycle program.

- G. When applicable, the Contractor must provide a rebate to the City as a whole for its recyclable program. Contractor must provide index or indices utilized to base the rebate on. Contractors are advised rebates offered shall remain firm for the duration of the contract period. Rebates are only offered on Roll Off/Open Top cardboard containers with no contaminated materials. Containers containing clean cardboard are routed to a material recovery facility for weighing and processing. Rebates are applied to accounts directly and visible on invoices. In some markets, rebates must be set up with the recycling facility directly.
- H. Upon request, the Contractor must describe in detail its recycling capabilities including a description of the services, size of containers available for that service and geographic regions they are offered. Also, provide a listing of the Recycling Sorting Centers complete with full address Contractor intends to utilize.
- I. The Contractor must describe in detail the items permitted in a single stream dumpster.
- Paper (All)
 - Cardboard and corrugated
 - Plastics (#1-6)
 - Metals (Aluminum and steel food and beverage containers)
 - Glass bottle and jars
- J. The Contractor must list the products allowed in co-mingled recycling containers.
- Paper (All)
 - Cardboard and corrugated
 - Plastics (#1-6)
 - Metals (Aluminum and steel food and beverage containers)
 - Glass bottle and jars
- K. The Contractor must list the products **NOT** allowed in your co-mingled recycling containers.

If the container is specified as Clean Cardboard, then only paper and Cardboard can be put in the container.

1.5. Reserved

1.6. Transition

A. Contract Execution:

The Contractor must detail its implementation plan to begin services described below.

1. The Contractor must indicate proposed transition time to change over containers/compactors or roll-offs for new sites proposed in each Region.
2. How will information be collected for background checks prior to start of

rubbish removal/recycling service.

3. Obtain security clearance from Agency PM.
4. The Contractor must describe their plan including flexible dates to deliver new containers to locations with space constraints that cannot accommodate the old contractor's container, and the new container at the same time.
5. The Contractor must coordinate with Agency PM their route plan and proposed pick up times for locations proposed after award. The Contractor must coordinate with the Agency PM or designee for transition.
6. Successful Contractor must meet with Agency PM or designee at the site to arrange schedules and to receive necessary orientation prior to start of any contracted service.
7. Upon request, the Contractor must describe its capability to meet the equipment and personnel needs for any additional service areas that may be granted during the term of this contract.

B. Post-Contract Transition: Invoices must be sent within 45 calendar days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

1. The outgoing Contractor must coordinate removal of containers with the Agency PM.
2. The outgoing Contractor must return any City-owned ID badges to the appropriate Agency PM upon conclusion of the contract activities.

2. Service Requirements

2.1. Timeframes

Contractor will service all containers during business hours.

2.2. Delivery

All requests for new or changes to services for established areas be fulfilled within five (5) business days after receipt of order.

2.3. Emergency Preparedness

In instances of natural or city declared disasters, as a first responder the City's orders will take priority, the City of Pontiac then Extended Purchasing Participants must be serviced first, before other customers.

It is requested that all requests for emergency service be fulfilled within three (3) business days after receipt of order.

2.4. Reporting

- A. The Contractor must submit the following reports to the PM for each Agency/location, upon request: usage reports, including quantity and dollars for City purchases. In addition, the Contractor must provide the following reports:
 1. Compacted Waste (tonnage) - (by Agency & Facility)
 2. Location summary (detailing Additions & Removals from Attachment 3 - Facility Addresses By Agency – (by Agency & Facility)

3. Recycling Metrics (Costs & Credits, citing price index point used for reporting period - by Agency & Facility)
- B. The Contractor must provide actual information related to monthly reporting on pickups and services completed for all locations at the Agency. Each Agency will receive a monthly report for its locations. Locations added after the start of the Contract must be updated and included.

2.5. Meetings

The Contractor must attend the following meetings:

The City will request kick-off meetings with the Contractor and Agencies within thirty (30) days of the Effective Date.

The City may request other meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint one (1) individual specifically assigned to **ALL** City of Pontiac accounts who will be directly responsible for the day-to-day operations of the Contract over **ALL** locations and will respond to all City inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative"). The City must be able to contact this person via email and phone.

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

[Contractor's contact information goes here]

3.2. Key Personnel

The Contractor must appoint one (1) individual ("Key Personnel") who will be directly responsible for the **ALL** day-to-day operations of the Contract regardless of the regional divisions within Contractor organization and (1) backup person. The Key Personnel must be specifically assigned to the City account, be knowledgeable on the contractual requirements, and respond by email and phone to City inquiries within 24 hours. Billing-related emails and voicemails must be resolved within 72hrs.

The Key Personnel and backup person will be the primary people the City communicates with and will be knowledgeable of the program with the City including, but not limited to invoicing issues, scheduling issues, and security issues. This person **must** be able to communicate via email and phone directly with the City PMs or designees and not send inquiries to a general help desk. The Key Personnel or backup must be available Monday – Friday 8:00 am – 5:00 pm. The City requires the person assigned as Key Personnel to be knowledgeable of the contract and activities for the whole city. While regional office might be utilized for actual activities, the Key Personnel and backup must be the people the City can communicate with.

The Contractor may not remove or assign Key Personnel without the prior consent of the City. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The City must be immediately notified of any changes upon departure of any Key Personnel and must be given the contact information of all replacement personnel within 48 hours. The City may request a résumé and conduct an interview before approving a change. The City may require a 30-calendar

day training period for replacement personnel.

Primary	Secondary

3.3. Reserved

3.4. Customer Service, Repairs and Maintenance Toll-Free Number and Email The Contractor must specify its toll-free number and establish, monitor, and respond to an email address for the City to contact the Contractor for City specific customer support, repairs and maintenance, and other issues. The Contractor must be available either via phone or other audible means during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum, must satisfactorily resolve the caller’s needs during this timeframe. Service-related emails and voicemails must be answered same day if possible or within 24hrs.

Missed pick-ups, broken/faulty containers –The Contractor must dedicate a SOM support line and email address for missed pick-ups, broken/faulty containers, etc.

A 24-hour emergency contact number: [Contractor’s phone number goes here]

3.5. Disclosure of Subcontractors

When applicable, if the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor’s organization and the services it will provide; and information concerning subcontractor’s ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor’s work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- All subcontractors will be under the control of the Contractor awarded a contract. All invoicing and payments will still come through awarded Contractor and Contractor will be responsible for paying subcontractors.

3.6. Security

The Contractor will be subject to the following security procedures:

3.6.1 CITY Security

The Contractor, its staff, and any subcontractor staff will be subject to the Oakland County Sheriff’s Office security procedures that will be provided to Contractor upon contract execution.

4. Pricing

4.1. Price Term

Pricing is firm for a 365-day period (“Pricing Period”). The first pricing period begins on the

Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

4.2. Price Changes

No additional terms or price changes will be added to any invoice.

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The City may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the City deems relevant.

Following the presentation of supporting documentation, both parties will have 60 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

To project the financial impact of any price increase for each agency, all price increase requests will require the vendor to submit a current rolling 1-year usage report in an excel spreadsheet showing all serviced locations, container sizes, number of each specific sized containers, and total cost for that 1- year.

4.3. Contractor Service Area

All zip codes that Contractor currently operates in will be an accurate representation of where service is available. Other City Agencies and locations may be added as needed at future times.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a delivery order (DO).

- A. Adding or deleting services to a new or existing location located within the awarded counties will **NOT** require a contract change notice **BUT** will require an advice of change to a DO, or a new DO. For new service, a DO will be issued. The new location will be added to the Contractor's service roster and submitted to the current Contract Administrator and Program Manager as identified on the most recent change notice. If services are to be discontinued, that location will remain on the service roster to identify usage only.
- B. If service is required at a new location, Contractor will follow the same procedures as outlined in section 1.7 Transition.
- C. Implementation of all awarded locations will be expected within 30 calendar days upon date of order. Implementation will be considered complete when all required containers, compactors/roll-offs are set in place at new location(s).
- D. Accounts should be established by Agency, with sub-accounts for each facility within the Agency.

6. Delivery

6.1. Delivery and Pickup of Containers

Upon request, the Contractor must explain in detail its delivery programs for all necessary containers requested by each agency location. This should include any limitations that would cancel a delivery (location where to drop container, obstacles, hazardous condition, etc.).

7. Invoice and Payment

7.1. Invoice Requirements

The City of Pontiac will not pay for unperformed service as determined by DPW Superintendent. Invoices will only be for services rendered.

Additionally, the City will not pay for fees, surcharges or additional charges not included in Schedule B - Pricing which must be amended by official contract change notice. Agencies may either reject the invoice and require a corrected version or short pay invoices and Contractor will then issue a credit for any charges billed prior to an official contract change notice being in place. Under no circumstances may the Contractor remove a container without escalating the issue to the Program Manager and Contract Administrator.

If there is a discrepancy in the invoice and a new invoice needs to be created and resubmitted by the vendor, the payment terms of 45 days get reset and starts from the new invoice date.

Invoice billings shall be rendered to the program manager or designee where the service is performed. Please refer to purchase orders for specific invoicing addresses.

All invoices related to any cost of a Contract must be submitted solely by The Contractor. Any invoice submitted by a subcontractor will be denied.

No additional terms, conditions, fees, or price adjustments will be allowed on any invoice. Any invoices that have addition items that are outside the agreed upon scope of the contract need to be corrected. Invoices with additions will be sent back to vendor for correction and a new invoice will be generated with corrections made. The 45 days allowed to pay an invoice will coincide with the newly submitted invoice date from the vendor.

All Agency invoices must be sent to the proper location/email address as indicated on the Delivery Order and must include: (a) date of service; (b) delivery order (DO) number; (c) quantity; (d) description of the Contract Activities performed (including container quantity, size, and set pickup frequency); (e) unit price; (f) Location address where services were performed; (g) vendor-generated invoice number; and (h) total price.

A. Billing specific information:

1. All container services listed on one Delivery Order (DO) must appear on one invoice. Locations with separate DO authorizations must not appear on the same invoice.
 - a. Some locations/addresses have multiple units with separate DOs and usage needs. When authorized as separate DOs, they must be billed according to that DOs requirement.
2. Only outlined charges on the Schedule B price sheet should appear on trash invoices and any other fees or charges will not be paid.
3. Agency account information must be uniformly distributed and synchronized across all of Contractor collections systems, scheduling & service systems, and billing systems.
4. The location address(es) on each invoice line must be listed identically to the

Agency's tracker provided at time of FY-specific DO authorization.

5. Payment delays or disputes do not constitute acceptable grounds to forego trash services due to the life/health/safety nature of these services. Any halt in service will be subject to a \$500.00 invoice credit for that location.
6. Invoice charges must match the catalog pricing outlined on the DO and Master Agreement. Invoices must adhere to terms and conditions outlined in this Contract and current pricing schedules.
7. The Contractor must be able to provide a list of invoices between any given period, such as the Fiscal Year period of 7/1 – 6/30 of any given year, when requested by the Agency at no additional charge.
8. Invoices must reference the correct DO that authorized services at the location(s) listed on the bill.
9. All past due emails must have the past due invoice(s) attached to the past due email.

7.2. Payment Methods

The City will make payment for Contract Activities via check.

8. Project Plan

Upon request, the Contractor must provide a project plan outlining how it will provide equipment and personnel to meet the needs of the City. Contractor will include route maps of areas being bid on, all landfills to be utilized, estimated times, equipment, areas covered by subcontractors, and how the contract will be managed including who will resolve local/route issues addressed by the City.

The Contractor will carry out this project under the direction and control of the Program Manager(s).

Upon Contract Award: A final project plan must be submitted for final approval within 30-calendar days of the Effective Date. The plan must also include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing indicated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

9. N/A

10. Additional Requirements

10.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United City's Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

10.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

10.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

10.4. Brominated Flame Retardants

The City prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

10.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must disclose whether a product or its components contain intentionally added PFAS. If the product or its components contain intentionally added PFAS the Contractor must:

- a. provide an explanation with respect to the intentionally added PFAS contents, including the purpose for which PFAS are used in the product or its components, the types of PFAS used in the product or its components, and the amount of each PFAS used in the product or its components.
- b. indicate whether the product will be labeled or packaged with information about the intentionally added PFAS contents. Identify any alternative products that do not contain intentionally added PFAS.

11. Service-Level Agreements (SLAs)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The City reserves the right to reconsider or amend SLA amounts.
- C. **Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Scheduled Timely Pick-Ups	
Definition and Purpose	The Contract requires timely and accurate pick-up.
Data Sources	<ol style="list-style-type: none"> 1. Monthly Pickup and Service Completion Report provided by the Contractor by agency, site, and date. 2. Internal agency communications. 3. Contractor correspondence with Agency staff. 4. Written pre-approval correspondence of modified pick-update from Agency Program Manager. 5. Agency Holiday pick up schedule
Methodology	Agencies may reconcile and review Data Sources 1 – 5 on a monthly basis.

Acceptable Standard	<ol style="list-style-type: none"> 1. All pick-ups must occur in accordance with the approved schedule and requested frequency for each Facility. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled pick-up time. <p>The acceptable standard is 100% compliance.</p>
----------------------------	--

SLA Metric 2. Timely Reporting	
Definition and Purpose	The Contractor must ensure an accurate Monthly Pick up and Service Completion Report is delivered via email to each participating Agency within 15 calendar days from the close of the previous month.
Data Sources	<ol style="list-style-type: none"> 1. Monthly Pick up and Service Completion Reports provided by the Contractor. 2. Correspondence with Agency Staff.
Methodology	Agencies may reconcile and review Data Sources 1 and 2 quarterly.
Acceptable Standard	The acceptable standard is 100% compliance.

SLA Metric 3. Proper Invoicing	
Definition and Purpose	Invoices must be provided to the City with accurate data.
Data Sources	<ol style="list-style-type: none"> 1. Monthly Invoices 2. The City of Pontiac's accounting department 3. Correspondence with Agency Staff. 4. Correspondence from Contractor.
Methodology	Agencies may reconcile and review Data Sources 1 – 4 on a monthly basis.
Acceptable Standard	<ol style="list-style-type: none"> 1. All invoices must be supplied in accordance with the requirements provided in Section 7.1. 2. No additional terms or pricing changes will be included with any invoice. <p>The acceptable standard is 100% compliance.</p>

SLA Metric 5. Servicing All Awarded Locations	
Definition and Purpose	All locations awarded to the contracted vendor must be serviced by the contracted vendor or its subcontractor throughout the term of the contract. Requesting to drop any location from the contract may result in vendor losing all locations within awarded region, or any region, the City feels that might also be affected.
Data Sources	<ol style="list-style-type: none"> 1. List of all Locations awarded as identified on contract. 2. Contractor reporting function showing pickup compliance. 3. Correspondence with Agency Staff. 4. Correspondence from Contractor.
Methodology	Agencies may reconcile and review Data Sources 1 – 2 on a monthly basis.

[Remainder of page intentionally left blank]

SCHEDULE C INSURANCE REQUIREMENTS

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the City for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher
- 3. Primary and Non-Contributory Coverage.** All policies for which the City of Pontiac is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted City of Pontiac within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the City from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the City; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the City of Pontiac, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	

Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the City of Pontiac, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the City for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the City).

- 8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the City.

By signing below, Contractor acknowledges the insurance requirements set forth in this Schedule C.

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date
