

INVITATION TO BID

ITB 4265

LED PARKING LOT LIGHTS



Due Date: February 6, 2013 by 10:00 AM

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

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**ADVERTISEMENT TO BID
CITY OF ANN ARBOR
LED PARKING LOT LIGHTS**

ITB 4265

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before February 6, 2013 by 10:00 AM for the purchase of LED Parking lot lights. Bids will be publicly opened and read aloud at this time.

Awarded vendor will supply LED parking lot lights to be provided as specified in this document.

Bid documents, specifications, plans and addendum shall be downloaded by vendors at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with "Nondiscrimination by City Contractors" in Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the bid documents.

After the time of opening, no Bid may be withdrawn for a period of 90 days.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Ann Arbor Procurement Office,
(734) 794-6576

CITY OF ANN ARBOR PROCUREMENT UNIT

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of soliciting bids for forty- five (45) LED parking lot lights to be configured as specified in this document.

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

Preparation of Bids

Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not.

Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

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

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

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before February 1, 2013 by 3:00 p.m. and should be addressed as follows:

Specification questions emailed to Chuck Fojtik, Sign/signal Communications Supervisor at: Cfojtik@a2gov.org.

Bid Process and HR Compliance questions emailed to Linda Newton, Procurement Officer at: Lnewton@a2gov.org.

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before February 6, 2013 by 10:00 AM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB 4265 – LED Parking Lot Lights.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
Linda Newton
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

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

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Human Rights Information

When the City spends \$10,000 or more annually with a vendor they must comply with human rights City ordinances. To establish compliance with these Ordinances, the Bidder should complete and return with its bid completed copies of the Human Rights Division Living Wage form in Appendix B and Contract Compliance Forms in Appendix C (or EEO Report). In the event forms are not submitted with bids the vendor must be provided within 24 hours of notice.

Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include price, quality, references, past experience, past performance, and qualifications.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained

from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid

Certification

All specification, warranty, and testing compliance and certification documentation must accompany your bid. Failure to submit requested documentation will result grounds for rejection of your bid.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 90 days.

Delivery

Materials must be delivered by February 18, 2013. If delivery schedule cannot be met, bid may be disqualified.

GENERAL TERMS

Shipping

Product will be shipped FOB (destination prepaid by vendor) on an AS NEEDED basis.

Warranty

The successful bidder shall provide a copy of their warranty agreement, which must include the following provisions:

1. That all parts, workmanship and labor shall be fully guaranteed against defects in performance or construction for at least seven years from the date of installation and acceptance.
2. That any materials, parts, workmanship, labor or equipment which is found to be defective within the 7-year warranty period shall be repaired or removed at the manufactures expense regardless of any previous inspection or final acceptance by the City.
3. That any Warranty Work must be initiated by the Supplier within 48 hours following the Supplier's notification of the warranty claim or repair request.

In the event that, in the Opinion of the City, the failure of any parts, equipment, material, or workmanship, within the warranty period constitutes a failure to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause for rejection of any or all equipment furnished under these listed specifications.

Insurance

The Vendor has ten (10) days after award notice to provide the City with their insurance documentation. Contractor agrees to procure and maintain in effect insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by Michigan Law.
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
3. Motor Vehicle Liability, including Michigan No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the Contractor or its employees and agents occurring in the performance of this agreement.

Certificates showing the Contractor has the required insurance shall be filed with the Procurement Division before any services are performed. Certificates shall provide not less than 30 days prior written notice to the Administering Department cancellation, non-renewal, reduction in the amount of insurance or material change of terms of the policy. The certificate for the insurance shall name the City as an additional insured party and provide for notice to the Administering Department during the term of this contact for any action taken in accordance with this provision. If any of the above coverage expires by their terms during the term of this Contract, the Contractor shall deliver renewal certificates and/or policies to the Administering department at least ten days prior to the expiration date. The insurer must be satisfactory to the City attorney.

Contractor will maintain all required insurance of the parties as specified during the existence of this agreement, including renewals.

Human Rights Compliance

A. Compliance Requirements

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this Proposal, Respondent will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000. If total costs of all services rendered in connection with this Proposal to the City by the Respondent exceed \$25,000, City Council approval will be required.

1. Non-Discrimination by City Contractor(s)

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex. See Appendix C.

2. Living Wage

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. See Appendix B.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee who's decision shall be final.

Assignments

The successful bidder agrees not to assign or transfer this contract or any part thereof without the written permission of the City of Ann Arbor, acting through the Public Services Administrator or her authorized representative. Any unauthorized assignment may subject the contract to immediate termination.

Vendor's Responsibility

The basic unit and all required components shall be compatible and are recommended for use in combination by the manufacturer. It shall be the vendor's responsibility to insure that all components operate according to manufacturer's recommendations in regard to operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the specifications.

Errors, Omissions, Discrepancies

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Linda Newton, Procurement Officer, at Lnewton@a2gov.org as soon after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

Failure To Fulfill Guarantee

In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under these "specifications."

Inspection

Any materials, workmanship, or equipment, which may be discovered to be defective within the guarantee period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the manufacturer.

Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

Termination for Cause

In the event the Vendor fails, at any time, to comply with, fully perform strictly adhere to any covenant, condition or representation contained within the Contract, all requirements contained within the ITB and the Vendor's Proposal, whether it be performed by the Vendor, its agents, or employees, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of receipt of such notice the City shall have the right to terminate immediately without the requirement of a further notice.

Termination for Convenience

Notwithstanding the above, the City, on at least thirty (30) days advance notice to the Vendor, may terminate the contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Vendor except the obligation to pay for services actually performed under the Contract before the termination date.

Termination for Non Appropriations

In the event that public funds are unavailable and not appropriated for the performance of City's obligations under this contract, then this contract shall automatically expire without penalty to City thirty (30) days after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as a fiscal measure.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and understands them. The Bidder also declares that it has extensive experience in supplying products/materials similar to the ITB specifications.

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

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to supply products/materials following the ITB specification included herein for the amounts set forth in the Bid Forms.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding Contract or Purchase order will be in effect for the delivery of the goods in accordance with the bid.

SIGNED THIS _____ DAY OF _____, 201__.

Bidder's Name

Authorized Signature of Bidder

Official Address

Print Name of Signer Above

Telephone Number

Email Address

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the state of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

**SPECIFICATION
FOR
LED PARKING LOT LIGHTS**

A. DESCRIPTION

This specification covers the use of high output LED technology for parking lot lighting applications.

B. PHOTOMETRIC PERFORMANCE

The LED luminaire shall be Type 3 distribution, provide an efficacy value of no less than 80 lumens per watt, with a total luminous flux of 13,000 lumens minimum and a total wattage draw of 170 watts maximum.

The manufacturer shall provide documentation via a photometric layout that their LED parking lot fixture meets photometric performance requirements as follows:

Parameters: Establish a model parking lot measuring 220' x 100', with a 10x10 calculation point grid. Luminaires are to be placed along the 220' sides every 110 feet, aimed inward. Mounting height = 30 feet. See Appendix A for graphic. Light Loss Factor (LLF) must equal 0.855.

Requirement: The LED luminaire shall have a type 3 distribution, and shall provide parking lot lighting consistent with 1.5 fc minimum average horizontal surface illuminance, 1.0 fc minimum, and an max/min ratio of 3.2 or less on straight roadway segments.

The LED light engine shall meet these requirements over a -40°C (-40°F) to $+41^{\circ}\text{C}$ (104°F) ambient air temperature range.

C. TESTING COMPLIANCE AND CERTIFICATIONS

1. Thermal Management

The manufacturer shall be required to submit test data obtained from a qualified independent testing lab to verify the T_S temperature (in-situ LED temperature) per Energy Star methodology. The temperature shall be measured at the T_S location specified by the LED chip manufacturer at the innermost LED on the array, and the resulting measurement shall not exceed 62°C .

2. Luminaire Lifetime

The manufacturer shall submit documentation of the calculated life expectancy of their LED fixture. The documentation provided shall demonstrate via the in-situ LED temperature data, IESNA LM-80 data, and lumen depreciation data provided by the LED chip manufacturer that the L70 lifetime of the fixture is a minimum of 70,000 hours.

3. Photometrics

The LED luminaire shall produce a Type III light distribution and have a BUG rating of B3U1G3. Photometric performance of the LED fixture is to have been evaluated per LM-79 by a qualified independent photometric testing laboratory, and the manufacturer shall be required to submit the resulting data in LM-63 '.ies' format and the associated photometric test report. Additionally, a photometric layout demonstrating performance to the stated parameters in Section B of this specification shall be submitted by the manufacturer.

4. Safety

The entire finished LED fixture (not just arrays or other components) shall be UL Listed per UL1598 and UL8750, and shall be rated for wet locations. Labeling and documentation of compliance shall be provided by the manufacturer.

5. Vibration

The proposed fixture shall have passed 2,000,000 cycles at 30 Hz of 1.0G, 1.5G, and 3.0G vibration in the vertical and lateral axes as prescribed by CalTrans Standard – California Test 611 with no damage to the fixture.

6. Environmental Protection

The optical and electrical component chambers of the fixture shall be rated IP66 for ingress protection, and the fixture shall have been tested and passed 2,000 hours of salt spray testing per ASTM B117.

7. Surge Protection

The proposed fixture shall have passed surge immunity testing to 6kV per IEEE C62.41.2-2002.

8. Manufacturing Quality

The manufacturer of the LED street light shall have been in operation for a minimum of 5 years, and shall be certified to ISO 9001 by a qualified accrediting body. Documentation of current ISO certification status shall be provided by the manufacturer.

D. CONSTRUCTION

1. Light Engine

Each LED light engine panel shall consist of metal core circuit boards containing Cree XPG, XTE LEDs, or equivalent. The circuit boards shall be bonded to an aluminum heat sink in order to maximize the transfer of heat from the LEDs to the ambient air.

2. Power Supply

480V constant current DC power supplies shall be used. The power supply shall be compliant with all applicable UL standards.

The power supply performance shall meet the following electrical characteristics:

THD: Less than 20%
PF: Greater than 0.90 @ 120v
Efficiency: Greater than 95%.

3. Mounting Hardware

The proposed LED street light fixture shall include all necessary mounting hardware and fasteners to install the fixture on a square steel pole. The mounting hardware shall be appropriately designed to accommodate 80-mph wind loading for the weight and EPA of the proposed fixture. See appendix D for mounting measurements.

4. Color of Fixture and Mounting Hardware

The fixture and mounting hardware shall be powder coated with a gray finish.

E. ENVIRONMENTAL ASSURANCE

The components and products used in the proposed fixture shall be environmentally friendly and 100% recyclable. They shall be certified by the manufacturer as conforming to the Restriction of Hazardous Substances Directive (RoHS) adopted in February 2003 by the European Union. The manufactured product will not contain lead, mercury or hazardous substances.

F. WARRANTY - LIGHT ENGINE and POWER SUPPLY

The manufacturer shall provide a 7-year warranty for the proposed LED street light. The warranty shall state that the LED array(s) will maintain a minimum of 70% of original light output, as documented in the LM-79 report provided, for the warranty period from date of manufacture, and that it shall be free of defects in materials and workmanship. It shall also state that no more than 5% of the LEDs in the luminaire can have failed catastrophically. The manufacturer shall also guarantee the power supply for a minimum period of seven (7) years against failure.

G. DOMESTIC CONTENT

The proposed LED fixture must meet ARRA requirements for domestic content, and certification of such is to be provided by the manufacturer.

1. The successful bidder shall guarantee delivery on or before February 18, 2013. If this delivery schedule cannot be met, please provide an alternate delivery schedule. The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule. Delivery shall be made to the following address:

City of Ann Arbor
Field Operations Unit
Sign/Signal, Communications
4251 Stone School
Ann Arbor, MI 48108

The successful bidder shall arrange, in advance, a mutually satisfactory schedule with the City for delivery.

ITB 4265 - BID FORM

Vendor Name _____

Quantity – 45 LED Parking Lot Light Fixtures.

Price – Vendors must complete all boxes within the price section. In the event information is missing bids shall be disqualified.

	LED PARKING LOT LIGHTS	Price (US Dollars/each)
Manufacturer		
IC Model #		
Auto Sampler Model #		

Delivery - Materials must be delivered by February 18, 2013.

- Yes, we can deliver by February 18, 2013.
- No, we cannot deliver by February 18, 2013. We can provide by _____

Invoice Terms - Discount of ___% or \$_____ will be allowed for payment of invoice Thirty (30) days from day of delivery and acceptance.

References - Please provide at minimum, three (3) references, preferably municipal government where your company has supplied LED PARKING LOT LIGHTS. Failure to list references may result in disqualification.

Company _____ Contract Name _____ Phone Number _____

Company _____ Contract Name _____ Phone Number _____

Company _____ Contract Name _____ Phone Number _____

APPENDIX A

FAIR EMPLOYMENT PRACTICE

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts there from:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;

- (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

APPENDIX B – LIVING WAGE FORMS

**City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor Phone: 734/794-6576

CITY OF ANN ARBOR

RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

For Additional Information or to File a Complaint Contact:

Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

APPENDIX C - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). *This data is provided to the City on the Human Rights Contract Compliance Forms (attached).*

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
(734) 794-6576

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

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

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

Fax# _____ Email Address _____

(Area Code)

EMPLOYMENT DATA

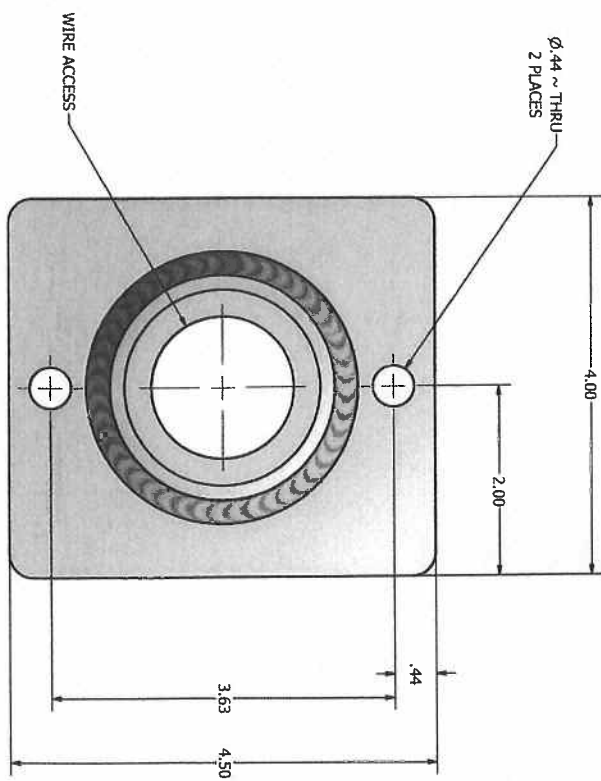
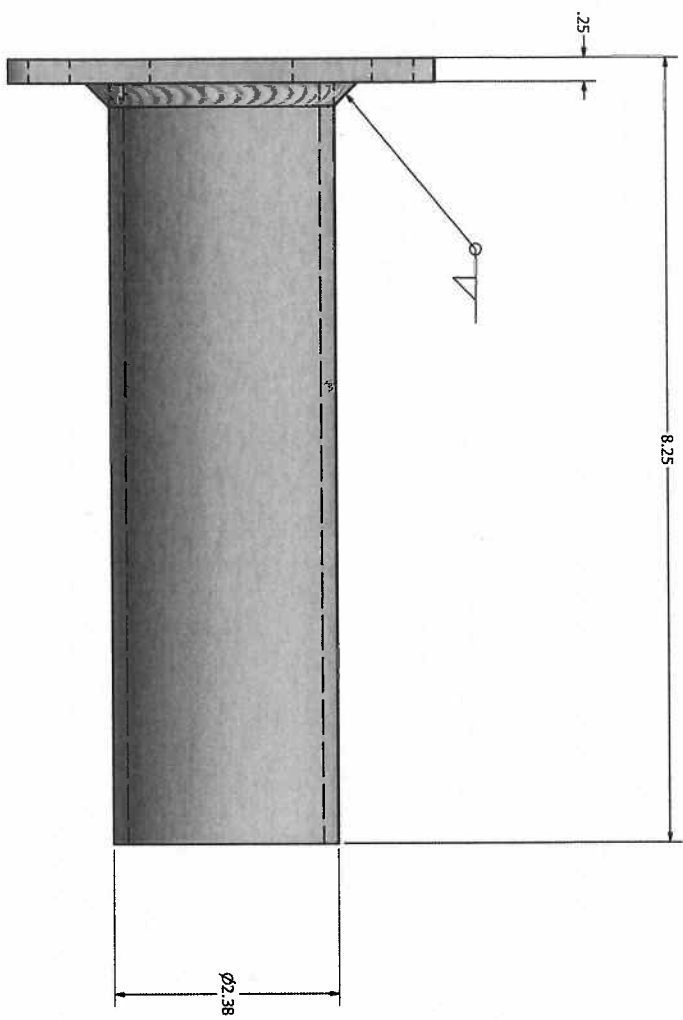
Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic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

APPENDIX D

PURCHASE ORDER TERMS AND CONDITIONS

1. This order is limited to the terms and conditions specified on the face and reverse of this document and any attachments. Buyer does not agree to any proposed addition, alteration, or deletion by vendor. These terms and conditions can be varied only by a writing signed by buyer. Any failure to return the acknowledgement copy of this order or any other statement or writing of vendor shall not alter, add to, or otherwise affect these terms and conditions.
2. Vendor may not assign this order or delegate any duties.
3. Time is of the essence to delivery and other performance required of vendor. The buyer's Area Administrator soliciting the goods, or his/her designee, may in writing grant additional time for delivery when the buyer is at fault or if he/she is satisfied the delay is beyond the control of the vendor.
4. In case of default of the vendor, the buyer may procure the articles or services from other sources and the vendor will be liable for increased costs or any other damages caused by the default.
5. Quantities specified in the order are not to be exceeded.
6. Unless otherwise specified all containers or reels shall become the property of the buyer.
7. Inspection of delivered goods will be made at the delivery point, materials must be properly packaged. Damaged material will not be accepted.
8. At the vendor's risk and expense, all rejected material, regardless of the reason for rejection, will be returned to the vendor.
9. Pricing is inclusive of applicable taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar, unless otherwise indicated on the face of this purchase order. All prices must be F.O.B. delivery point unless otherwise negotiated by the parties. The vendor shall prepay shipping charges and add same to invoice where specified purchase is negotiated F.O.B. shipping point.
10. Buyer is exempt from the provisions of the Robinson-Patman Act and from Federal Transportation and Excise Taxes and from State Sales Tax.
11. All claims for payment must be submitted in duplicate. Claims for partial deliveries must be so indicated. The buyer retains the right to verify all claims made for payment and reject all non-conforming goods or services within a reasonable period of time after delivery.
12. It is agreed that materials, goods, and services delivered shall comply with all applicable federal, state, or local laws, rules and regulations. All materials and supplies shall meet the requirements of OSHA and MIOSHA.
13. To induce buyer to deliver this purchase order and to consummate the contemplated purchase, vendor makes the following representations and warranties, all of which are material and all of which have been relied upon by buyer: (i) vendor warrants title to all goods sold and services supplied and that goods conform with bid/proposal and descriptions, as well as any drawings, specifications, samples or models furnished by buyer or furnished by vendor and approved by buyer; (ii) vendor agrees, and agrees to require its subcontractors to agree, not to discriminate against any 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, height, weight or marital status. Vendor also agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity; (iii) vendor agrees to procure and maintain in effect a policy or policies of, workers compensation and general liability insurance and such insurance coverage that may be required in the bid/proposal for the goods or services being provided, that protects itself and buyer from all claims for bodily injuries, death or property damage which may arise from or in connection with any goods supplied or vendor's performance of any activity undertaken in connection with this order; whether the acts were made by vendor or by any subcontractor or anyone employed by them directly or indirectly; (iv) vendor, to the fullest extent permitted by law, shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees arising from or in connection with any goods and services supplied, except to the extent caused by buyer's sole negligence. This indemnity shall survive delivery and acceptance of goods or services.
14. This agreement shall be construed, governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law.

APPENDIX E



FINISH: BRACKET SHALL BE POLYESTER POWDER
COAT DARK BRONZE FINISH.