

CITY OF ANN ARBOR
INVITATION TO BID



PLOW/SPREADER TRUCKS

ITB No. 4458

Due Date: November 3, 2016 at 10:00 a.m. (Local Time)

Public Services Area
Fleet & Facilities Unit

Issued By:

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

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ATTACHMENTS

- City of Ann Arbor Sample Purchase Agreement*
- City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

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

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on an "Alternate" section of Bid form.

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 **October 25, 2016 @ 4:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to mjkulhanek@a2gov.org
Bid Process and Compliance questions emailed to CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Colin Spencer, cspencer@a2gov.org** 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.

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 **November 3, 2016 @ 10:00 a.m.** Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and two (2) Bid copies in a sealed envelope clearly marked: **ITB No. 4458 – Plow/Spreader Trucks.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

The following forms provided within this ITB Document must be included in submitted bids.

- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

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

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days specified in the Advertisement.

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may

awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Debarment

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

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

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

Cost Liability

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

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid 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 City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order (or Agreement) Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

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.

The undersigned proposes to perform all work described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract. The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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

(This Space Intentionally Left Blank)

SIGNED THIS _____ DAY OF _____ 2016.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the State of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

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

Authorized Official

_____ **Date** _____, 2016

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 – Schedule of Prices

Company: _____

Project: **Plow/Spreader Trucks, ITB – 4458**

Base Bid – Plow/Spreader Trucks and All Required Accessories

For all the equipment and work outlined in these documents for the Plow/Spreader Truck procurement, complete as specified, using equipment and materials only of the type and manufacturers where specifically named and delivered to the City of Ann Arbor.

Truck (Quantity 2) (\$_____)

Underbody Scraper (Quantity 2) (\$_____)

Front Plow (Quantity 2) (\$_____)

Materials Spreader (Quantity 2) (\$_____)

Total Bid Price: (\$_____)

GENERAL CONDITIONS

PROJECT SUMMARY

The City of Ann Arbor is looking for a single vendor to provide the specified chassis, body and related equipment for the fabrication of two (2) plow/spreader trucks to be used in the City's Street Maintenance operations. Both trucks will be identical tandem axle, 13' stainless steel dump body with an underbody scraper, front plow, salt spreader and pre-wet system.

SINGLE VENDOR

The City of Ann Arbor will contract and deal with only a single vendor for this project. The single vendor will be responsible for all coordination between chassis, body and equipment manufacturers/suppliers.

WORK READY

Dickey John control point spreader controls shall be calibrated for granular material (salt) and liquid for pre-wetting and ready for operation upon delivery to the City of Ann Arbor.

BASIS OF DESIGN/ USE OF SPECIFIC PARTS OR EQUIPMENT

The City of Ann Arbor has noted manufacturer and model information throughout the detailed specifications as "basis of design." These manufacturer's and models are acceptable to the City or the vendor can provide an equivalent or better product. The City of Ann Arbor shall be the sole decision maker on an "equivalent" product. The City has noted "No substitutions" on certain products or components throughout the detailed specifications. As the City is standardizing certain components in our Fleet, a manufacturer or model noted as "No substitutions" **must** be provided as specified.

DELIVERY

Equipment is to be delivered, with the cost included in the base bid, to the City of Ann Arbor Wheeler Service Center, Fleet Garage, located at 4251 Stone School Road, Ann Arbor, MI.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

MANUALS

Successful vendor to provide one complete set of service, parts, operations and maintenance manuals. Wiring schematics, service manuals and operator's manuals shall be supplied in printed form. Parts manuals will be acceptable on CD.

DETAILED SPECIFICATIONS
TANDEM AXLE CHASSIS

QUANTITY:

Two (2) New Tandem Axle Chassis for Public Works – Street Maintenance Operations.

MANUFACTURER/ MODEL/ MODEL YEAR OF CHASSIS:

Manufacturer _____

Model _____ Model Year of Chassis _____

GROSS VEHICLE WEIGHT RATING:

Gross vehicle weight rating to be a minimum 66,000 pounds.

Meets specification? Yes _____ No _____

CAB:

Conventional style cab with tilt-type hood and fender assembly. Cab suspension to be air ride. Adjustable steering column including both tilt and telescoping features. Suspended brake and accelerator pedals. Heated west coast type 102", "breakaway style", door mounted mirrors with heated convex mirrors LH and RH. RH down view mirror. One roof mounted air horn with shield and dual electric horns. Power windows and door locks. Air conditioning with cab air filtration system. Ball shutoff valves for heater supply lines. Snow shield for fresh air intake. Stationary grille with non-removable bug screen mounted behind grille. Front fender extensions to minimize road spray. Exterior and interior grab handles mounted RH and LH. All glass tinted. Windshield to be 2-piece with heated wiper blade park areas. Upgraded/premium cab insulation.

Meets specification? Yes _____ No _____

CAB ACCESSORIES:

Door locks and ignition are to be keyed the same. Four (4) keys are to be supplied per truck. Supply an overhead storage console with fused 20-amp power cable wiring package for City's installation of 2-way radio. Center storage mounted on back wall. Wing style dash. 12-volt power supply in dash. Two (2) cup holders. Dual interior sun visors. AM/FM/WB radio with auxiliary input and 4 speakers. Wet arm wipers with intermittent feature.

Meets specification? Yes _____ No _____

SEATING:

Individual high back driver and passenger seats. Driver and passenger seats to be air suspension and include 3 chamber air lumbar and arm rests. Seat cushion to have extension feature with forward and rear cushion tilt. Seat fabric to be black Modura cloth.

Meets specification? Yes _____ No _____

PAINT:

Cab color to Dupont Imron Single Stage Yellow N3258EA. Chassis to be black. Wheels to be powder white.

Meets specification? Yes _____ No _____

ENGINE:

Cummins ISL-9 370 horsepower, 1250 ft/lb of torque @ 1,400 rpm. **(No substitution)**
Emission Certification – 2014 Onboard Diagnostics/2010 EPA/CARB/GHG14
2008 CARB -Clean Idle

To Include -

Minimum 1500 square inch radiator with drain valve. Antifreeze to be extended life coolant to minus 34 degrees. Minimum 19.0 CFM air compressor. Electronic, integral engine shutdown protection system. Borg Warner on/off fan clutch with automatic control and dash override switch with indicator light. Delco 12v 39MT HD/OCP starter with thermal protection and integrated magnetic switch. Full flow oil filter. Engine mounted fuel/water separator with water-in-fuel indicator. Davco 482 auxiliary fuel filter. Coolant filter. Front PTO provision 1350 adapter flange. Program engine for maximum 65 MPH. Electronic cruise / idle control. Air intake with Donaldson air cleaner, passive pre-cleaner, and inside/outside air control with dash mounted switch. Engine block heater.

Meets specification? Yes _____ No _____

EXHAUST:

Right hand outboard frame mounted horizontal under passenger side cab entry steps after treatment system. To include automatic over the road regeneration and a dash mounted regeneration request switch. Outlet to be curved stack. Stainless steel shield. Chassis must maintain 24 inches of ground clearance to facilitate proper installation of an underplow.

Meets specification? Yes _____ No _____

TRANSMISSION:

Allison 3000 RDS automatic, latest generation. **(No substitution)**

To Include-

Six speed programming. PTO provision. Firewall mounted customer access connector to provide speed signal. Dash mounted electronic push button shift control. Plow mode programming (4th gear limit). Allison transmission Prognostics system. Synthetic transmission fluid meeting Allison specification requirement for extended warranty coverage. Transmission oil check and fill with electronic oil level check. Frame mounted water to oil transmission cooler. Auto-neutral feature when parking brake engaged is to be supplied.

Meets specification? Yes _____ No _____

AXLES:

Front Axle: Set-Back. 20,000 lb. capacity.

To include-

TRW THP-60 power steering with RCH45 auxiliary gear. Four-quart power steering reservoir. Oil/air power steering cooler. Oil seals with vented front hubcaps with window, center, and side oil plugs. Synthetic axle lube.

Rear Axle: Meritor RT-46-164 R-Series 46,000 lb. capacity.

To include-

Meritor MXL 176T extended tube driveline with half round yokes. Meritor MXL 17T extended lube interaxle driveline with half round yokes. Oil seals. Driver controlled traction differential for both axles with dash-mounted switch. Synthetic axle lube. Ratio to be 5.38:1.

Meets specification? Yes _____ No _____

SUSPENSION:

Front Suspension: 20,000 lb. capacity flat leaf spring suspension.

To include-

Graphite bronze bushings with seals. Front shocks.

Rear Suspension: Hendrickson Haulmax HMX 460 46,000 lb. suspension **(No substitution)**

To include-

Axle spacing at 52 inches. Shock absorbers on both axles.

Meets specification? Yes _____ No _____

FRAME:

Single channel steel rails with an integral 24-inch front frame extension. Partial frame reinforcement at front suspension. Huck bolt fasteners.

Dimension: ½" x 3.64" x 11-7/8"

RBM: 3,204,000

SM: 26.70

PSI: 120,000

Meets specification? Yes _____ No _____

BRAKE SYSTEM:

Air brake system with WABCO 4S/4M ABS system. Wabco SS-1200 Plus air dryer with integral air governor and heater. Moisture drains on all air tanks. Brake dust shields on all axles. Haldex automatic slack adjusters on all axles. Rear parking chambers are to be Haldex Lifeseal longstroke chambers with orange alert. **(No Substitution)** Cast iron brake drums. Rear axle brake chambers to be indexed so as not to interfere with asphalt paving.

Front Brakes: Meritor 16.5 x 6 Q+ cam.

Rear Brakes: Meritor 16.5 x 7 Q+ cam.

Meets specification? Yes _____ No _____

FUEL TANK/ DEF TANK:

Fuel tank to be provided as per the equipment section. Thirteen gallon DEF tank mounted LH under cab aft of front fender. DEF tank is to be full at delivery. Provide an aluminum diamond plate DEF tank cover that fully encases the tank for protection.

Meets specification? Yes _____ No _____

TIRES/ WHEELS:

Front Tires: Michelin XZUS 2 315/80R22.5L 20 ply radials.
Rear Tires: Michelin XDE M/S 11R22.5H 16 ply radials.

Front Wheels: Hayes Lemmerz 10041 22.5x9.00 Hub Pilot 5-Hand steel.
Rear Wheels: Hayes Lemmerz 90260 22.5x8.25 Hub Pilot 2-Hand HD steel. Rear wheel must be rated at 8,000 lb. capacity.

Meets specification? Yes _____ No _____

ELECTRICAL:

12V negative ground electrical system with solid-state protection and fuses. Wire ground return for battery cables with additional frame ground return. Delco Remy 160 amp 28-SI alternator with remote battery volt sense. Three (3) group 31, 12-volt maintenance free 3375 combined CCA threaded stud batteries. Positive load battery disconnect switch mounted in-cab on driver's side. Vehicle interface wiring with body builder connector mounted back of cab. An OEM pre-wire for body company installed plow lights is to be provided and to include dual connectors and a dash mounted switch. An OEM prewire for body company installation of an electronic trailer brake controller in the cab and prewire for 7-pole RV trailer plug. Six OEM installed accessory rocker switches pre-wired and fused capable of a 20-amp load for each, to be used by the body company. Firewall mounted customer access connector for vehicle speed sensor signal.

Meets specification? Yes _____ No _____

CHASSIS LIGHTING:

Halogen headlights. Interior dome light with LH and RH dual reading lights. Stop/tail/backup lights as necessary to transit vehicle to body outfitter.

Meets specification? Yes _____ No _____

GAUGES/ INSTRUMENTS:

Washer fluid level indicator. Primary and secondary air pressure gauges. Low air pressure warning light and buzzer. Air restriction indicator dash mounted. Center display to include odometer, trip, hourmeter, diagnostics, and voltage. Fuel gauge. Fuel filter restriction indicator. Engine coolant gauge. Transmission oil temperature gauge. Engine oil pressure gauge. Speedometer. Tachometer. Self-cancelling turn signals.

Meets specification? Yes _____ No _____

CHASSIS WARRANTY:

Chassis: One (1) Year / Unlimited Miles
Engine: Five (5) Years / 200,000 Miles, \$0 Deductible
Transmission: Five (5) Years / Unlimited Miles
Towing: Two (2) Years / Unlimited Miles

Meets specification? Yes _____ No _____

CHASSIS MISCELLANEOUS:

- Completed truck to have a 5 lb. dry-type Rechargeable ABC fire extinguisher with brass or stainless steel valve, 3 triangular reflectors and comply with all applicable National Highway Transportation Safety Administration Standards.
- The successful bidder must provide three (3) years of online parts and service access.
- The successful bidder must provide a list of serial and model numbers for chassis components (engine, transmission, axle, etc.).
- Successful bidder shall supply warranty terms and time/mileage limits of complete unit(s) based on posted in service date.

Meets specification? Yes _____ No _____

DETAILED SPECIFICATIONS **DUMP BODY (FOR TANDEM AXLE)**

QUANTITY:

Two (2) New Stainless Steel 13' Dump Bodies for Public Works – Street Maintenance Operations.

GENERAL:

- The basis of design is a Monroe 13' RD Dump Body.
- Monroe RD, 13' long with top inside width of 87", total outside width being 96", side wall height of 44", tailgate height of 50", and a capacity of 9-11 cubic yards, water level full. The sides, front and tailgate shall be manufactured of 3/16" 201 stainless steel and continuously welded 100% throughout.
- The longsills shall be fabricated from 1/4" 201 stainless steel, 14" deep. The longsills shall be joined with sections of 4" x 5.4# channel welded every two feet the length of the body at the base of the longsills. The longsills are then boxed in with 1/4" 201 stainless steel, then there shall be 3/16" x 3" x 3" structural angle welded every 12" the full length of the body at the top of the longsills.
- The body shall have a 1/4" 201 stainless steel floor with sides brake formed from minimum 3/16" steel to a radius of 43 inches. The front shall be sloped to accommodate a headlift cylinder with partial doghouse and conform to the radius of the body and 100% welded on both sides and include a 1/2 cab shield constructed of 3/16" 201 stainless steel.
- The rear of the body shall be supported by two pieces of 3/16" 201 stainless steel plate contoured to the radius of the body and welded 100% on both sides. Additional reinforcement will be provided by a 3/16" formed box section, placed at the rear of the body and tied to two rear posts formed from 3/16" 201 stainless steel. Together they shall provide support at the rear of the body.
- The double acting tailgate must be constructed from 3/16" 201 stainless steel with a boxed perimeter of 10 gauge formed channels with a squared perimeter, having two horizontal braces of 10 gauge material full width of the tailgate. The tailgate shall be 6" higher than the sides of the body.
- The tailgate latching device will be made of flame cut, 1", over center type latches, adjustable threaded 3/4" clevis and keeper pins, upper and lower tailgate pins will be a minimum of 1-1/4" hardened pins.
- Tailgate to have air-operated release with cab mounted air control switch and warning indicator light to warn driver if tailgate is open. Tailgate is to remain locked if system air pressure is lost.
- All grease points on the body and hoist (except rear hinge and upper tailgate pins) shall be accessible through centralized grease manifolds. Manifolds must be easily accessible and include poly tube between the manifold and each grease fitting.
- Body is to have two shovel racks, one each side mounted to the front outside corners and a stainless steel fold down ladder shall be mounted on the driver side near the rear of the body.
- Two pair of heavy duty rubber mud flaps shall be provided, one pair behind the rear tires and one pair ahead of the rear tires.

- The dump body shall include flat fenders manufactured from 3/16" 201 stainless steel and shall be welded to the body longills. Fenders will provide mounting area for poly liquid tanks.
- NOTE: The design of the body shall be such as to accommodate a minimum of 240 gallons of liquid to be used for pre-wetting. The stainless steel fenders shall be designed to support the liquid tanks.

Meets specification? Yes _____ No _____

HOIST:

- The basis of design is a Mailhot telescopic DA Hoist.
- The hoist shall be a double acting telescopic cylinder designed to operate up to 2,500 PSI with an oscillating trunnion mounting. Hoist must be self-bleeding, have a 1/4" wall construction and bronze glands. The glands shall be a continuous cast bearing, SAE-660 bronze with a tensile strength of 44,000 PSI.
- The cylinder head and piston shall be of a "ductile" continuously cast iron, with a strength of 60,000 PSI. and shall be internally sealed with nitrile packing.
- The cylinder shall have a Melonite/QPQ coated running surface. The Melonized surfaces shall have a predominance of single-phase epsilon nitride. The nitride shall cover the entire cylinder surface.
- The cylinder rod shall be C1045/C1050 steel with a tensile strength of 80,000 to 100,000 pounds.
- The cylinder shall dismantle easily and overlap between stages and have grease fittings at each rod or pin eye. All grease points must include grease line hoses extended to common area grease manifold.
- The body hinge shall have 2" stainless steel pins that are removable and shall incorporate greasable composite bushings.

Meets specification? Yes _____ No _____

COMBINATION HYDRAULIC OIL/ FUEL/ VALVE ENCLOSURE:

- The basis of design is a Monroe Combo Hydraulic Oil/Fuel/Valve Enclosure.
- A combination Hydraulic Oil/Fuel/Valve Enclosure tank shall be installed on top of the frame rails behind the cab and in front of the dump body.
- The tank is to be constructed of 7-gauge 201 stainless steel (not painted). It shall have the capacity for 80 gallons of fuel and 38 gallons of hydraulic oil and configured with a sealable valve enclosure on the bottom of the driver side (fuel side) of the tank. The enclosure shall have a removable cover with weather tight seal and lockable "T" handle latches.
- Fuel side of the tank shall include an electronic sending unit for the fuel gauge, ball valve shutoffs on the fuel supply and return lines and sump area with drain plugs.
- Hydraulic oil side (curb side) shall include a 5" sight / temperature (visible while standing on the ground) and a solid state low oil sending unit with adjustable height mounted in the top of the tank. The return line filter should be a Zinga brand with a 10 micron filter element mounted to the top of the tank with a drop tube to direct the return oil flow to the bottom of the tank.
- There shall be a 3" supply port on the hydraulic tank with a 3" x 2" suction strainer and a 2" supply line to the pump with a ball valve shutoff. The case drain line shall include a 3/4" ball valve shutoff. There shall be a 5 psi. pressurized tank cap on the hydraulic unit.

- Hydraulic circuits for the salt spreader are to be run under the dump body on top of the frame cross members and secured with stainless steel u-bolt clamps and shall be plumbed with stainless steel pipe or stainless steel hydraulic tubing. All hose clamps for the suction hose must be Zinga brand "T" bolt type clamps, automotive style worm clamps are not acceptable. Hydraulic hose with JIC fittings and/or stainless steel hydraulic tubing or piping must be used. Galvanized and/or black iron pipe and fittings are not acceptable.
 - Install labels to indicate diesel fuel / hydraulic oil.
 - The valve shall be mounted in the enclosure so that the work ports and the hoses extend out the bottom of the enclosure. The shuttle network as well as the section gauge ports shall be accessible from inside the enclosure. The air actuators and the EPC coils shall be serviceable from inside the enclosure without removal of the valve.
 - Pressure gauge test ports are to be provided in the valve enclosure.
 - There shall be a step mounted on the driver side end of the combination unit.
- Meets specification? Yes _____ No _____

CENTRAL HYDRAULIC SYSTEM:

- Rexroth model: A10VO171DFR/31-PCK92NOO axial piston load sensing pump to be directly driven off the engine crankshaft by a Spicer 1310 series driveline assembly.
- The pump shall be capable of 36 GPM @ 2000 RPM and 4000 PSI, it must have side ports for crankshaft driven units to avoid multiple 90-degree bends in the suction line (rear ports are not acceptable), ports must be of the spit flange design, 2" suction and 1" pressure and supplied with flange blocks to attach to 90 degrees elbow with O-ring seal for the suction and 1" O-ring thread for the pressure.
- The pump must have a 1 ¼" keyed shaft with a 5/16" keyway (**no exceptions**) and a B 2-bolt flange.
- Pump must include an auto shutoff valve which is cartridge design, normally open and be wired to the low oil level sender in reservoir, to close in case of a hose failure. In addition, the auto shutoff valve must include a momentary override switch in the cab to be able to function in the event of a hose failure. The switch shall also include a detent function in order to allow the operator the option of energizing the shutdown system independent of the low oil sensor in the tank.
- Rexroth model: M4/12 valve mounted in the valve enclosure of the fuel/oil tank assembly.
- It shall be of cast iron construction, horizontally stackable and serviceable without disassembly. Each section must have built in flow and pressure compensation. The valve must be rated with a maximum pressure of 5000 PSI and 34 GPM with pressure gauge test ports in each section.
- The 8 section valve will consist of the following:
 - HOIST – DA air operated w/500 PSI A Port Load Sense Relief 34 GPM
 - FRONT PLOW – DA air operated 16 GPM
 - FRONT PLOW ANGLE – DA air operated 16 GPM
 - UNDERBODY SCRAPER – DA air operated w/500 PSI A Port Load Sense Relief 16 GPM
 - UNDERBODY SCRAPER ANGLE – DA air operated 16 GPM
 - SPREADER SPINNER – SA Pilot Operated 8 GPM with manual override
 - SPREADER AUGER – DA Pilot operated 15 GPM (a momentary reverse switch in cab shall be provided) with manual override
 - PRE-WET SYSTEM – SA Pilot operated 8 GPM

- All EPC valve sections must have A & B Port stroke limiters. All EPC and air actuated sections must have manually operated overrides.

Meets specification? Yes _____ No _____

JOYSTICK CONTROL:

- All dump, plow and scraper sections are to be activated via a Pnu-Logic, multi-function, single joystick controller. The joystick shall be electric/air operated and shall be actuated by an Apsco dual axis air controller mounted in a console between the seats in the cab.
- The control console shall include a padded armrest and shall be adjustable for front to rear adjustment and height adjustable. The tarp in/out switch and the low oil shutdown switch shall be installed in the faceplate of the armrest console. Function buttons shall be backlit and in color designation. Buttons shall include:
 - scraper (up/down, left/right)
 - dump (hoist up/down)
 - front plow (up/down, left/right).

The joystick shall also include a safety trigger switch mounted in the handle.

- Included with the joystick shall be a dash mounted heads up display. The heads up display shall include LED indicators for function activation as well as low hydraulic oil indicator and a low pre-wet liquid indicator, body up indicator and air tailgate open indicator lights. Function indicators shall be color designated. Heads up display shall include back lighting and labeling.

Meets specification? Yes _____ No _____

ELECTRIC TARP SYSTEM:

- The basis of design is a Roll-Rite Model 63070 Electric Tarp System.
- Mount tarp arm brackets above the pre-wet tanks using Monroe brackets.
- Electrically powered tarp system with “dog leg” bows and tensioning bars, Super Duty Motor and a double urethane tarp in the appropriate length for the truck body. The tarp is to be acceptable for use with hot mix asphalt up to 375 degrees Fahrenheit. The controls to be mounted to the hoist control tower. Tarp system shall be mounted so that when the tarp is in the rolled up position the bows do NOT extend into the loading area of the dump box.

Meets specification? Yes _____ No _____

ELECTRICAL AND LIGHTING:

- Two (2) 4-oval hole, stainless steel light wedges welded on rear pillar posts including:
 - Two (2) SoundOff LED oval amber warning lights mounted in top rear light wedge hole
 - Two (2) SoundOff LED S/T/T lights mounted in second rear light wedge hole
 - Two (2) SoundOff LED Back-up lights mounted in third rear light wedge hole
 - Two (2) SoundOff LED oval amber warning lights mounted in bottom rear light wedge hole.
- Warning light pattern to be alternating, top-left with bottom-right and top-right with bottom-left.
- Two (2) LED scraper work lights, wired to chassis switch, one each side.
- Two (2) LED spreader work lights, wired to chassis switch, one each side.

- Two (2) SoundOff Predator2 LED amber lights on cab shield, front-facing on tarp wind deflector.
- Two (2) SoundOff Predator2 LED amber lights on cab shield, one each side-facing at top of dump. With front facing deflectors so driver is not blinded by these lights.
- Two (2) SoundOff Predator2 LED amber lights mounted in chassis grille.
- Install City of Ann Arbor-supplied SoundOff (model EPLPDAC) mini lightbar, riser-mounted on cab roof.
- Snow plow lights with aluminum plow light brackets shall be installed on the hood at approximately 68" mounting height to the base of the lights. Wired to the OEM snowplow lighting harness.
- Betts junction box mounted at the rear of the dump body left side.
- Proximity switch for body-up light. Eaton model # E57SBL30T111E **(No Substitution)**
- Wire the two outer cab marker lights to battery master electrical disconnect switch.
- "Ecco" 501 back/up alarm, b/u alarm must also turn on the rear amber warning lights when activated.
- All wiring connections to be soldered and heat shrunk. All wiring to be in protective loom.
- Scraper and Spreader work lights to be wired with Weather pack connectors.
- OEM Accessory dash switches to be wired as follows:
 - 1. Top, side and rear amber warning lights.
 - 2. Grill mounted amber warning lights.
 - 3. Scraper work lights.
 - 4. Spreader work lights.

Meets specification? Yes _____ No _____

PRE-WET SYSTEM

- Monroe LDS-455 Pre-wet system. **(No Substitution)**
- A hydraulically driven positive displacement bronze gear pump shall be plumbed to separate hydraulic valve section controlled by Dickey John controller. The bronze gear pump will have a rated flow of 8 GPM direct coupled to a hydraulic motor, it will have a stainless steel shaft with bronze bearings, grease fittings and adjustable internal bypass.
- A fiberglass enclosure will protect the pump, motor assembly and flow meter. Electrical connections and wiring shall be hard wired within the enclosure and console. Wire harnesses will incorporate element resistant Weather Pack connections with disconnect at rear of truck. Hydraulic connections shall be made via bulkhead style JIC fittings.
- The reservoirs shall consist of two (2), rotationally molded and UV stabilized polypropylene tanks and be a minimum of 120 gallons (ea.) capacity, fender mounted with internal baffles and 304 stainless steel fastening hardware. Tanks shall have a minimum wall thickness of .350", have two 1¼" ports, have molded gallon markings on each end and have a vent. The ports shall be as close to the bottom as possible.
- Plumbing components shall be constructed of heavy-duty glass reinforced polypropylene or brass, except check valves.
- The hose for the suction line to the pump shall be ¾" EPDM. All pressure hoses shall be ½" EPDM.
- A ¾" filter with 304 stainless steel reinforced screen and clean-out plug shall be installed in the suction line.
- The system will include a flusher kit for the pump unit.

- The system shall include a bulk fill connector to be a female 2&1/2".
- Tanks shall be compatible with all deicer materials currently available.
- Tanks are to be interconnected at the bottom corners so they will unload evenly.
Meets specification? Yes _____ No _____

GRANULAR/PRE-WET CONTROLLER

- Dickey John Control Point spreader control for controlling granular and pre-wet circuits. Operation shall be capable of closed loop, ground speed oriented operation. **(No Substitution)**
- All spreader sections to be controlled via electrical pilot proportional control valves that are IP65 rated operated by a Dickey John model CPPWM GRAN electronic spreader controller mounted in the cab.
- Dickey John unit shall be connected to an Automatic Vehicle Location (AVL) system. The system will include Garmin display unit, GPS antenna, front plow sensor, scraper sensor and interface box. **All AVL components, special wiring, and sensors will be supplied by the City of Ann Arbor and installed by the vendor.**
- The salt spreader granular and pre-wet functions must be properly calibrated and operational upon delivery.
Meets specification? Yes _____ No _____

FRONT HITCH ASSEMBLY/FRONT BUMPER:

- Install 29" truck portion Husting type hitch assembly with 12" channel front bumper with tapered ends, painted black.
- Standard 38-39" hitch height.
- Install 3" x 10" double acting, nitride, lift cylinder.
- Install 36" cable markers on both ends of the bumper.
Meets specification? Yes _____ No _____

REAR HITCH ASSEMBLY:

- Install Rear Hitch assembly including the following:
 - 3/4" steel mounting plate with side supports
 - PH20 20-ton pintle hitch, multi-drill hitch plate for adjustable mounting height, set at 22" with extra set above and below.
 - Heavy-duty "D" safety rings
 - 7-way RV trailer plug receptacle
 - Electric brake controller, Tekonsha brand preferred
 - Do not remount OEM lights or provide cut-outs.
- Backside of hitch plate shall be coated with a rubberized undercoating material.
Meets specification? Yes _____ No _____

MISCELLANEOUS:

- Paint: body hinge, body props, hoist and attaching hardware shall be painted black.
- Driver's side shall provide a three step egress to cab.
- Groeneveld Lube System **(No Substitution)** to the following locations:
 - Chassis and body lube points to include, kingpins, slack adjusters, s-cams, brake clevis pins, tie rods, drag link, front spring pins, scraper manifolds, dump body

manifolds.

- Groeneveld lube system to include in cab indicator light for system operation.
- A type 201 stainless steel asphalt chute shall be constructed to mount on the rear of the dump body in the same location and brackets as the salt spreader. The chute should extend 18" from the rear of the dump bed and include a tapered 24" high shield on each end.

Meets specification? Yes _____ No _____

DETAILED SPECIFICATIONS
MATERIALS SPREADER

For standardization of the City's Fleet, the only acceptable materials spreader manufacturer and model shall be: Monroe Model MS966-RF-GB UTS.

QUANTITY:

Two (2) New Under Tailgate Spreaders for Public Works – Street Maintenance Operations.

GENERAL:

- Under tailgate spreader shall include, ¼" 201 stainless steel end plates continuously welded to a 7- gauge stainless steel auger trough with hinged bottom and removable covers with full length hinge rod. 6" reverse flight auger, direct drive motor with sensor, and single self-leveling 201 stainless steel spinner assembly with left discharge and 18" poly spinner. The auger drive system shall include a Superior 5:1 gearbox with a direct mounted White motor with a built in application rate sensor. The flights on the auger shall not be more than 4" apart. The end plates shall be a minimum of 24" in height and tapered to minimize salt spillage out the sides of the tailgate during salting operations. The auger trough shall have a stainless steel tube spray bar mounted inside exiting the right side end plate for pre-wetting. All jumper hoses shall include stainless steel hydraulic quick disconnects. The units shall also include stainless steel props to hold the tailgate in an open position during salting operations.

Meets specification? Yes _____ No _____

DETAILED SPECIFICATIONS
UNDERBODY SCRAPER

For standardization of the City's Fleet, the acceptable underbody scraper manufacturer and model shall be one of the following units: Monroe Model MS4500-10 Underbody Scraper or a Root Model 8900 Underbody Scraper.

QUANTITY:

Two (2) New Underbody Scraper for Public Works – Street Maintenance Operations.

GENERAL:

- Install Underbody Scraper.
- 10' x 20" x 1" heat-treated moldboard.
- 3/4" x 26" x 18" solid steel mounting plates.
- Install elbows on hoses at the rear canister ports of the actuating cylinders.
- Grease Line Kit, remote grease kit that allows grease to be applied at centralized locations. Grease hoses shall be SAE 107 Hytron hose rated at 3000 psi. Grease line kit will incorporate all 15 lube points on the scraper. One grease manifold mounted on each side of the hangerboard.
- Adjustable j-50 relief valve shall be included.
- Scraper shall be powder-coated black.
- Install D-ring welded on curb side end of moldboard toward the bottom.
- Down pressure relief shall be set at manufacturers specification.
- Serrated grate safety step 12" x 12" welded to outer end of moldboard on driver side.

Meets specification? Yes _____ No _____

DETAILED SPECIFICATIONS
FRONT PLOW

For standardization of the City's Fleet, the only acceptable front plow manufacturer and model shall be: Monroe Model MP 41R10-CT.

QUANTITY:

Two (2) New Front Plows for Public Works – Street Maintenance Operations.

GENERAL:

- Twin 3" x 10" power reverse cylinders with nitrated rods.
- Install cushion valves on the plows with proper jumper hoses.
- Install stainless steel hydraulic couplers.
- Rubber deflector.
- 36" cable markers.
- 29" plow portion Husting type plow hitch.
- 41" moldboard height.
- 10 ga. moldboard.
- Plow is to be powder coated orange, moldboard with push frame is to be powder coated black.
- Plows must include Snow Wheels model 6509 system with adjusters. The Snow Wheels shall be mounted so that the wheels can oscillate 360 degrees without contacting the moldboard, plow quadrant or plow push frame. **(No Substitution)**

Meets specification? Yes _____ No _____

Please list any deviation from these specifications on a separate page. Any deviation must include a detailed explanation of the difference with the specifications.

APPENDIX A: SAMPLE PURCHASE AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

SAMPLE PURCHASE AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR FOR Plow/Spreader Trucks

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and _____

(“Contractor”) a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)
with its address at _____ agree as
follows on this _____ day of _____, 2016.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means the Public Services Area/Fleet & Facilities Unit.

Contract Administrator means the Fleet & Facilities Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means Plow/Spreader Trucks, ITB No. 4458.

II. DURATION

This agreement shall become effective on _____, and shall remain in effect until satisfactory delivery/performance of all goods/services, unless terminated for breach or as provided in this agreement.

III. SCOPE OF WORK

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits
Bid No. 4458 and Addenda (if applicable)

Bid Proposal of Contractor, dated _____

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of durable goods. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall provide products under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these goods to the City of Ann Arbor Wheeler Service Center, Fleet Garage, 4251 Stone School Road, Ann Arbor, Michigan, 48108.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against

compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the goods and/or services shall not exceed (\$_____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further,

the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
 - C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
 - D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
 - E. 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.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit A

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of durable goods. The Contractor warrants that the repairs shall be free of defects for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to provide the durable goods it is to provide pursuant to this agreement. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement.
- B. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to provide the necessary goods under the agreement.
- B. The City shall notify the Contractor of any defects in the goods of which the City has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of this Agreement without prior written consent to such action by the City.

B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under the agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XIII. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

XIV. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XV. CHOICE OF LAW

This agreement 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 agreement.

FOR CONTRACTOR

By _____

Its

THE CITY OF ANN ARBOR

By _____
City Administrator

Approved as to substance:

By _____
Service Area Administrator

Approved as to form

By _____
Stephen K. Postema, City Attorney

EXHIBIT A

FAIR EMPLOYMENT PRACTICE

The contractor, 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 therefrom:

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:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 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.

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www. a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org