

INVITATION TO BID

ITB 4300

PLANT MATERIAL - FALL 2013



Due Date: Wednesday, August 21, 2013 by 10:00 AM

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

ADVERTISEMENT TO BID
CITY OF ANN ARBOR
Plant Material – Fall 2013
ITB 4300

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before Wednesday, August 21, 2013 by 10:00 AM for the purchase of specified plant material for planting in fall 2013 for delivery in October/November 2013. Bids will be publicly opened and read aloud at this time.

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: 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After the time of opening, no Bid may be withdrawn for a period of sixty (60) days.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) 794-6500

CITY OF ANN ARBOR PROCUREMENT UNIT

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, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and 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 also declares that it has extensive experience in successfully completing projects similar to this one.

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 shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction 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.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

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.

SIGNED THIS _____ DAY OF _____, 2013

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of specified plant material for the fall 2013 planting season with delivery in late October/November 2013.

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

Preparation of Bids

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 Monday, August 12, 2013 by 3:00 p.m. and should be addressed as follows:

Specification questions emailed to Kerry Gray at kgray@a2gov.org

Process and HR Compliance questions emailed to Karen Lancaster at klancaster@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 Kerry Gray, Urban Forestry and Natural Resources Planning Coordinator at kgray@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.

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 Wednesday, August 21, 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 4300 – Plant Material – Fall 2013**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th 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.

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 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 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.

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

Human Rights Information

The selected bidder must comply with Ann Arbor City Code requirements for fair employment practices under City of Ann Arbor contracts (See Appendix A). To establish compliance with this Ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms in Appendix B (or EEO Report). In the event forms are not submitted with bids they must be provided within 24 hours of notice.

Award

The City will award the bid to the responsive and responsible bidders who best meet the City's requirements and who offer the most advantageous combination of low price and highest qualifications for the criteria described in this ITB document. The work may not be awarded to the lowest bidder(s).

The City intends to issue a purchase order to the selected Bidder. The City Purchase Order terms and conditions have been included with the Bid as Appendix C.

The City will evaluate Bids based on cost as well as experience. Contractors that have not included the required list of references on the Bid Form provided may have their bid rejected.

Assignment

The Contractor shall not assign this agreement or any part thereof without written consent of the City.

Subcontractors

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

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.

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.

SPECIFICATIONS

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of specified plant material for planting in fall 2013 for delivery in October or November. The City anticipates ordering between 100-200 trees. Trees will be a variety of species, with between 5-30 trees of any one species.

Stock

The Plant Material you bid shall be free of deleterious insects and/or diseases and nursery grown. The trees shall be in accordance with the American Association of Nurserymen standards as to size, form, and specimen quality.

All stock will be single stem 1.75"-2" CALIPER, Evergreens 6-8'

Delivery

FALL 2013 PLANT MATERIAL ARE TO BE F.O.B. DESTINATION, FREIGHT PREPAID, ANN ARBOR, MICHIGAN AND DELIVERED BY NOVEMBER 6, 2013 FOR BAREROOT STOCK, AND BY OCTOBER 23, 2013 FOR B&B STOCK.

The successful bidder shall guarantee that **all** bare root plant material will be shipped in an enclosed trailer, in dormant condition and with roots in a moist condition at all times. All B&B stock must be fresh dug. All B&B and containerized material must be covered during shipping and have adequate, but not excessive, moisture in the root ball. B&B stock must be shipped in an open trailer for ease of unloading. The City of Ann Arbor reserves the right to refuse receipt of any plant material that does not conform to said standards and delivery schedule.

The successful bidder is to inform Forestry Field Operations at 734.794.6364 one (1) week prior to delivery. All deliveries must occur prior to 1:30 p.m. on weekdays only; no weekend or after hour deliveries will be permitted.

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

Acceptance

Acceptance of plant material by the City shall be for conformance to the specified size, species, cultivar, condition, and quality and shall not relieve the contractor of responsibility for full conformance to the Bid documents.

Guarantee Period and Replacements

All plant materials shall be guaranteed for a period of one (1) year from the date of acceptance. Acceptable trees shall be sound, healthy, vigorous, with full crowns free of dead or dying branches and branch tips, and shall bear foliage of normal density, size, and color.

Failure To Fulfill Guarantee

In the event of the failure of any equipment or goods 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 or goods furnished under these "specifications."

**ITB 4300- Fall 2013 Planting Materials
Bid Form - Pricing**

**ALL TREES MUST BE SINGLE STEM & MINIMUM CALIPER SIZE OF 1 3/4-2" /
EVERGREENS 6-8'**

Common Name (mature size)	Latin Name	# Bare Root Available	Bare Root Price per Tree	# B&B Available	B&B Price per Tree
White(Concolor) Fir (large)	<i>Abies concolor</i>		\$		\$
Fraser Fir (large)	<i>Abies fraseri</i>		\$		\$
Trident Maple (small)	<i>Acer buergeranum</i>		\$		\$
Big Tooth Maple (large)	<i>Acer grandidentatum</i>		\$		\$
Paperbark Maple (small)	<i>Acer griseum</i>		\$		\$
Miyabei Maple (medium)	<i>Acer miyabei</i>		\$		\$
Striped Maple (small)	<i>Acer pensylvanicum</i>		\$		\$
Sycamore Maple (large)	<i>Acer pseudoplatanus</i>		\$		\$
Tatarian Maple (small)	<i>Acer tataricum</i>		\$		\$
Yellow Buckeye (large)	<i>Aesculus octandra</i>		\$		\$
Speckled Alder (small)	<i>Alnus incana</i>		\$		\$
Serviceberry (small)	<i>Amelanchier sp.</i> <i>(Specify species/cultivar)</i>		\$		\$
American Hornbeam (medium)	<i>Carpinus caroliniana</i>		\$		\$
Hackberry (large)	<i>Celtis occidentalis</i>		\$		\$
Katsura (large)	<i>Cercidiphyllum</i> <i>japonicum</i>		\$		\$
Redbud (small)	<i>Cercis canadensis</i>		\$		\$
Fringetree (small)	<i>Chionanthus spp.</i> <i>(Specify species below)</i>		\$		\$
Yellowwood (medium)	<i>Cladrastis lutea</i>		\$		\$
Filbert (medium)	<i>Corylus spp.</i>		\$		\$
Hardy Rubbertree (large)	<i>Eucommia ulmoides</i>		\$		\$
Ginkgo- male only (large)	<i>Ginkgo biloba</i>		\$		\$
Kentucky Coffeetree (large)	<i>Gymnocladus dioicus</i>		\$		\$
Goldenchain Tree (medium)	<i>Laburnum anagyroides</i>		\$		\$
Tuliptree (large)	<i>Liriodendron tulipifera</i>		\$		\$
Amur Maackia (small)	<i>Maackia amurensis</i>		\$		\$
Crabapple (small) Disease Resistant Cultivars	<i>Malus spp.</i> <i>(Specify cultivar below)</i>		\$		\$
Dawn Redwood (large)	<i>Metasequoia</i> <i>glyptostroboides</i>		\$		\$
Hophornbeam (medium)	<i>Ostrya virginiana</i>		\$		\$

Common Name (mature size)	Latin Name	# Bare Root Available	Bare Root Price per Tree	# B&B Available	B&B Price per Tree
Persian Parrotia (medium)	<i>Parrotia persica</i>		\$		\$
White Spruce (large)	<i>Picea glauca</i>		\$		\$
White Pine (large)	<i>Pinus strobus</i>		\$		\$
London Planetree (large)	<i>Platanus x acerifolia</i>		\$		\$
Ornamental Cherry (small)	<i>Prunus spp.</i> <i>(Specify species below)</i>		\$		\$
Douglas Fir (large)	<i>Pseudotsuga menzeisii</i>		\$		\$
White Oak (large)	<i>Quercus alba</i>		\$		\$
Swamp White Oak (large)	<i>Quercus bicolor</i>		\$		\$
English Oak (medium)	<i>Quercus robur</i>		\$		\$
Shingle Oak (large)	<i>Quercus imbricaria</i>		\$		\$
Burr Oak (large)	<i>Quercus macrocarpa</i>		\$		\$
Chinkapin Oak (large)	<i>Quercus muehlenbergii</i>				
Northern Red Oak (large)	<i>Quercus rubra</i>		\$		\$
Black Oak (large)	<i>Quercus velutina</i>		\$		\$
Japanese Tree Lilac (small)	<i>Syringa reticulata</i>		\$		\$
Bald Cypress (large)	<i>Taxodium distichum</i>		\$		\$
Accolade Elm (large)	<i>Ulmus x 'Accolade'</i>		\$		\$
American Elm (large) Dutch Elm Disease Resistant	<i>Ulmus americana</i>		\$		\$

Delivery Requirements

Fall 2013 PLANT MATERIAL ARE TO BE F.O.B. DESITNATION, FREIGHT PREPAID, ANN ARBOR, MI
BARE ROOT STOCK DELIVERED BY **NOVEMBER 6, 2013** / B&B STOCK DELIVERED BY **OCTOBER 23, 2013**

The successful bidder is to inform Forestry Field Operations at 734.794.6364 one (1) week prior to delivery. All deliveries must occur prior to 1:30 p.m. on weekdays only; no weekend or after hour deliveries will be permitted.

- Yes, delivery and shipping requirements can be met**
- No, delivery and shipping requirements cannot be met (attach Alternate Delivery Schedule)**

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

The undersigned acknowledges that it has carefully examined the instructions and specifications of ITB No. 4300 and it agrees that it will furnish the above Plant Materials for the prices stated in this bid. It is understood and agreed that the instructions, specifications, compliance questions, answers and additional responses (if any) are an integral part of the bid submission from the undersigned.

The undersigned bidder further understands and agrees that the City of Ann Arbor is reserving the right to reject any and all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the City.

Authorized Signature _____ **Date:** _____

**ITB 4300- Fall 2013 Planting Materials
Bid Form – References**

References- Please list at least three (3) companies or public agencies for which you have performed similar work.

Company	Contact Name	Phone/Email
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Company	Contact Name	Phone/Email
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Company	Contact Name	Phone/Email
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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 - 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) 794-6500

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 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													

APPENDIX C

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:

Tax Exemption: The City of Ann Arbor is tax exempt, ID# 38-6004534.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

Laws Governing: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and City Ordinance Chapter 112, Section 9:161.

Indemnification: To the fullest extent permitted by law the Vendor 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 from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices for goods and services shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, 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 delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice