

INVITATION TO BID

ITB # 4259

GOLF CART LEASE PROGRAM



Due Date: January 09, 2013 by 10:00 AM

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

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ADVERTISEMENT TO BID
CITY OF ANN ARBOR
GOLF CART LEASE PROGRAM
ITB # 4259

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before January 9, 2013 by 10:00 AM for the lease of used gas powered golf carts for a two (2) years lease with option to extend one (1) year. Bids will be publicly opened and read aloud at this time.

Winning vendor will supply up to (65) sixty-five used golf carts, as specified in this document.

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

A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

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

After the time of opening, no Bid may be withdrawn for a period of (45 days).

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

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

CITY OF ANN ARBOR PROCUREMENT UNIT

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the lease up to (65) sixty-five used gas powered golf carts for a two (2) year term with the option to extend one (1) year with both parties approval. Golf carts to be configured as specified in this document and must be delivered by March 15, 2013 to Leslie Park Golf Course.

Trade-in Inspections

The City is requesting a trade-in price for twenty-four (24) used golf carts. The City will allow bidders to inspect the twenty-four (24) golf carts with advance notice. Prospective Bidders must make an appointment with Doug Kelly prior to arrival at the City's facilities. Please contact Doug at 734-794-6245.

Preparation of Bids

Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. Any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

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 January 4, 2013 by 3:00 p.m. and should be addressed as follows:

Specification questions emailed to Dkelly@a2gov.org

Bid Process and HR Compliance questions emailed to Lnewton@a2gov.org.

Addenda

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

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

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

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before January 9, 2013 at 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 one (1) Bid copy in a sealed envelope clearly marked: **ITB 4259 – GOLF CART LEASE PROGRAM.**

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.

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

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

Award

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

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.

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

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of 45 days.

Human Rights Compliance

A. Compliance Requirements

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

1. Non-Discrimination by City Contractor(s)

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

2. Living Wage

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

Debarment

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

Disclosures

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

Bid Protest

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

Vendor's Responsibility

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

Errors, Omissions, Discrepancies

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

Failure to fulfill Guarantee

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

Inspection

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

Reservation of Rights

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

INVITATION TO BID

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

Ladies and Gentlemen:

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

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

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

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

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

SIGNED THIS _____ DAY OF _____, 201__.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email for award notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

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

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

County of _____, State of _____

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

DETAILED SEPCIFICATIONS GOLF CART YEAR LEASE PROGRAM

It is the intent of the City of Ann Arbor to acquire units of equal or better specifications listed below. Any deviations must be listed in the exceptions section of the bid form. The successful bidder may be required to furnish a golf cart to the City for a three (3) day trial period for evaluation prior to making final selection and award.

1. Units required between 62-65 used gas powered carts.
2. Golf carts must be equivalent or better than to an EZGO TXT or RXV Model, a Yamaha Drive or a Clubcar Precedent or DS model cart.
3. Term must be a two (2) year lease with an option to extend one (1) year with a “pay six/skip six months” payment schedule.
4. Model must be 2006 or newer.
5. Must be in excellent working and good physical condition.
6. Equipment required for each golf cart would be windshields, numbers, hubcaps, sweater baskets, plaque holders and tops.
7. Delivery by March 15, 2013 to Leslie Park Golf Course.
8. Maintenance/service agreement provided with monthly rate per cart. Maintenance must include once a week service throughout the agreement period and emergency service within 24 hours of reporting problem, by a certified service technician.
9. Color – All must be the same color and prefer green, beige, or white.
10. The City of Ann Arbor will trade in twenty-four (24) of used carts listed on bid form. The trade in price per cart and lot total must be stated on bid form. In addition the City reserves the rights not to trade-in used carts if not in the best interest of the City.
11. The carts to be traded-in are twenty-four 24 – 2004 ClubCar DS model golf carts. All in running condition, all numbered with tops and sweater baskets.

**BID FORM
ITB 4259**

VENDOR NAME _____

PHONE NUMBER _____

BID PRICE: The contract term shall be two (2) year lease with an option to extend one (1) year. The Term will commence approximately on March 15, 2013 with a “pay six/skip six months” payment schedule. Monthly rate should not include trade-in price.

Year 1 = 2013/2014 Monthly lease rate per golf cart \$ _____

Year 2 = 2014/2015 Monthly lease rate per golf cart \$ _____

Year 3 = Option = 2015/2016 Monthly lease rate per golf cart \$ _____

TRADE-IN PRICE: Provide trade-in price per vehicle. Trade-in price should not be deducted from monthly lease rate listed above.

Location of Cart	Cart #	Serial Number	Condition	Trade-in Price
Huron Hills	26	AG0449-464673	Trade-in	
Huron Hills	9	AG0449-464661	Trade-in	
Huron Hills	18	AG0449-464662	Trade-in	
Huron Hills	46	AG0449-464695	Trade-in	
Huron Hills	39	AG0449-464699	Trade-in	
Huron Hills	40	AG0449-464694	Trade-in	
Huron Hills	27	AG0449-464677	Trade-in	
Huron Hills	21	AG0449-464659	Trade-in	
Huron Hills	53	AG0449-464702	Trade-in	
Huron Hills	23	AG0449-464650	Trade-in	
Huron Hills	54	AG0449-464693	Trade-in	
Huron Hills	17	AG0449-464669	Trade-in	
Huron Hills	30	AG0449-464678	Trade-in	
Huron Hills	52	AG0449-464680	Trade-in	
Huron Hills	3	AG0449-464654	Trade-in	
Huron Hills	38	AG0449-464704	Trade-in	
Huron Hills	22	AG0449-464665	Trade-in	
Huron Hills	25	AG0449-464663	Trade-in	
Huron Hills	5	AG0449-464667	Trade-in	
LESLIE PARK	43	AG0449-464686	Trade-in	
LESLIE PARK	14	AG0449-464656	Trade-in	
LESLIE PARK	7	AG0449-464674	Trade-in	
LESLIE PARK	16	AG0449-464653	Trade-in	
LESLIE PARK	20	AG0449-464655	Trade-in	
			Total Trade-in	

**BID FORM
ITB 4259**

DELIVERY: Delivery of the Golf Carts by March 15, 2013:

_____ We can meet delivery schedule.

_____ We cannot meet the above delivery schedule, but we offer the following:

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

DELIVERY LOCATION: All vehicles as specified should be delivered F.O.B. Destination, freight prepaid to the following location:

Leslie Park
2120 Traver Road
Ann Arbor, MI 48105

SERVICE AVAILABILITY: Vendor hereby certifies that service within 24 hours is available for leased golf carts and is included in the monthly rate provided above:

_____ We can meet service schedule.

_____ We cannot meet the service schedule, but offer the following:_____

NOTE: The City of Ann Arbor reserves the right to reject low bids which offer unsatisfactory service availability or service location.

EXCEPTIONS: List any exceptions to the specification in the section below for consideration by the City. The City reserves the right to accept exception at their discretion.

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 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 – CITY OF ANN ARBOR LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

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

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

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

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

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

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

OR

 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name	Address, City, State, Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address
Date signed	

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

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

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 per hour

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

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

ENFORCEMENT

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

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

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

For Additional Information or to File a Complaint Contact:

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

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

APPENDIX C - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

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

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

To complete the form:

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

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

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

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

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

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

For assistance in completing the form, contact:

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

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

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

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

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

Form #2

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

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic 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													

PURCHASE ORDER TERMS AND CONDITIONS

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