

CITY OF ANN ARBOR

INVITATION TO BID



December 2, 2008

5,000 Gallon E-85 Fueling Station

ITB-3989

Bid Responses Due: January 6, 2009 by 2:00pm

Public Services Area

CITY OF ANN ARBOR
100 North Fifth Avenue
Ann Arbor, Michigan 48107

SECTION 1

GENERAL INFORMATION AND INSTRUCTIONS

Invitation to Bid

The City of Ann Arbor is seeking a contractor to provide and install a complete ready to use five thousand gallon fuel storage tank with an intergraded fuel dispenser that is compatible with E-85 (85% ethanol and 15% gasoline).

General

Work to be done under this Contract is described in the Statement of Work and bids must be submitted in accordance with the specifications in the document. Any bid that does not conform fully to these instructions may be rejected.

Issuing Office

The City of Ann Arbor Procurement Services Office has issued this Invitation to Bid. All contact regarding this ITB 3989 is to be directed to:

Tom Gibbons
Financial Analyst – Fleet and Facility Unit
W.R. Wheeler Service Center
City of Ann Arbor
4251 Stone School Road
Ann Arbor, Michigan 48104

Phone: (734) 994-2817 (between the hours of 8:00 a.m. and 3:00 p.m. EST)
Email: tgibbons@a2gov.org

Contract Administration

Following the execution of the contract, all communications concerning the contract must be directed to:

Lynn Crum
Fleet and Facilities Supervisor
City of Ann Arbor
100 N. Fifth Ave
PO Box 8647
Ann Arbor, MI 48107

Telephone: (734) 323-4158 (cell phone)
Fax: (734) 994-8991
E-Mail: dlcrum@a2gov.org

It shall be the responsibility of the Bidder to verify the completeness of the requirements, and any additional specifications released in subsequent ITB clarification addendum, and to include in its response the equipment and services necessary to meet the total requirements of this solicitation.

Bid Submission, Evaluation and Award Schedule

Date	Activity
December 2, 2008	ITB Issued
December 15, 2008	Pre-Bid Meeting
December 19, 2008	Deadline for Submittal of Requests for Clarification of ITB requirements
January 6, 2009	ITB Response Deadline
February 16, 2009	Vendor's Selection and Submission to City Council for Approval
February 20, 2009	Purchase Order Issued

*This schedule is for informational purposes only, and is subject to change at the City's discretion.

Bid Submissions

Bids must be submitted in the bid format required. Sealed bids will be received by the City of Ann Arbor Procurement Services, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated, promptly after which bids will be publicly opened. Bid will only be accepted from vendors that have attended the mandatory Pre-Bid meeting. Each bid must be enclosed in a sealed envelope, endorsed across one end: **ITB NO 3989 – E-85 Fueling Station**

One original and one (1) copy of the Bid shall be submitted. The information included therein should be as concise as possible. To be considered each Bidder must submit a complete response to this ITB using the format found in Section 3 of this ITB. No other distribution of the bids is to be made by the Bidder. Legal Status of Bid Bidder and Contract Compliance Form must be completed and returned with the bid. An official authorized to bind the Bidder to its bid provisions must sign each bid copy in ink.

Bids must arrive on or before the time and date specified. Bids received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Bidder is responsible for the actual delivery of the bids to the City of Ann Arbor Procurement Services Office as of the deadline. Bidders agree to honor their bid for a period of one hundred twenty (120) days from the bid due date. All bids become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

All information in a Bidder's bid is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Michigan Freedom of Information Act).

The City accepts no financial responsibility for costs incurred by any Bidder in responding to this ITB. By responding to this ITB the Bidder agrees to hold the City harmless in connection with the release of any information contained in its bid.

Mandatory Pre-Bid Meeting

A pre-bidders conference will be held on December 15, 2008, at 2:00 p.m. in the parking lot of 2000 South Industrial, Ann Arbor, Michigan. The purpose of this meeting is to review the location of the installation and discuss with the prospective vendors the bid specifications to answer any questions or concerns.

Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in writing.

Copies will be provided to all in attendance. It is mandatory that each interested vendor attend this meeting.

Bid Clarifications

Should any prospective Bidder be in doubt as to the true meaning of any portion of this solicitation, or should the Bidder find any ambiguity, inconsistency, or omission therein, the Bidder shall make a written request for an official interpretation or correction. Such requests may be submitted during the bid cycle from the release date through the deadline specified and will only be accepted by e-mail to tgibbons@a2gov.org

All clarification request submissions must be received no later than December 19, 2008, 1:00 P.M. The person making the request shall be held responsible for delivery and verification of receipt.

The City's staff will make such interpretation or correction, as well as any other additional provisions that the City may decide to include, whether in response or otherwise, only as a bid addendum. Addendums issued prior to the Pre-Bid meeting will be posted on the BidNet web site (www.govbids.com). Any addendum issued after the pre-bid meet meeting will be e-mail to the attendees of the pre-bid meeting. All addendum issued by the City shall become part of this solicitation. Bidders should consider, and must include, issued addendums in preparing their bids. Only addenda duly issued by the City shall be binding. Any errors of omission based on non-inclusion of addenda specifications in any portion of the submittals shall not be the responsibility of the City.

The City does not warrant or guarantee the accuracy of the information provided within this ITB. Rather, it is providing the information for background purposes only, and not for any other purpose. Potential Bidders are not relieved of their responsibility to make personal investigations to determine the overall requirements, the work involved, and shall determine to its own satisfaction the conditions to be encountered, the nature of the environment, the difficulties involved, and all other factors affecting the work proposed pursuant to this Invitation to Bid.

Bidders acknowledge and warrant in submission of their bid that it is made in conformity with the Invitation to Bid and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the ITB, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract evidenced by the issuance of a purchase order by the City, shall be binding after the signing of the contract unless incorporated in the contract. Return of the acknowledgment copy of a City purchase order or any other statement or writing of the Bidder shall not alter, add to, or otherwise affect these terms and conditions.

Selection Criteria

All submissions shall be evaluated with the emphasis placed on the Bidder's ability to meet the City's requirements, the responsiveness of the bid, cost, experience performing similar projects, and the specifications below. The City intends to enter into a relationship with a well-established Bidder whose abilities best serves the needs of the City and meets the requirements presented within this ITB.

Selection

The award will be to the lowest responsible total bid or in any manner deemed to be in the best interest of the City of Ann Arbor. The winning vendor will be issued a contract in the form of a purchase order. They must adhere to the entire Terms and Conditions list on Appendix "B" and on the purchase order.

The City reserves the right to not consider any bid that it determines to be unresponsive and deficient in any of the information requested for evaluation. The City may contact references to verify material

submitted by the Bidder. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this ITB, a portion of the scope, or a revised scope.

The City reserves the right to reject the low cost bid, if evaluation determines that to be in its best interest. Bids whose costs do not accurately represent a reasonable cost for the services being purchased may be automatically disqualified and rejected.

Compliance Requirements

Non-Discrimination by City Contractors

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 City prior to entering into a services agreement with the City. Said firms shall take actions to insure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

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 City 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 firm can reasonably be expected to recruit, the prospective contractor shall be accepted as having fulfilled the requirements of Chapter 112 of the Ann Arbor City Code for a period of twelve (12) months at which time the City will conduct another review. Other firms shall develop an equal opportunity program in conjunction with the Human Resources Director or her designee. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

Living Wage Requirements

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.

Independent Cost Determination

By submission of a bid, the Bidder certifies in connection with this bid: (a) It has arrived at the costs in the bid independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other bid Bidder or with any competitor; (b) Unless otherwise required by law, the costs which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other prospective Bidder or to any competitor.; and (c) No attempt has been made or shall be made by the bid Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that he/she is the person in the bid Bidder's organization responsible within that organization for the decision as to the fees being offered in the bid and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.

A bid will not be considered for award if the sense of the statement required in the Cost Analysis portion of the bid has been altered so as to delete or modify 1(a)-(c) above. If 1(b) has been modified or deleted, the bid will not be considered for award unless the Bidder furnishes with the bid a signed statement,

which sets forth in detail the circumstances of the disclosure, and the City determines that such disclosure was not made for the purpose of restricting competition.

Contracted Services

The terms of this award are limited to the terms and conditions specified on the face and reverse of the City's standard purchase order and any attachments. The City does not agree to any proposed addition, alteration, or deletion by the Bidder. These terms and conditions can be varied only by a writing signed by the City. Bidders must base their bid on the assumption that, if selected, all of the terms of award are contained in this ITB and the City's standard purchase order. (see Appendix "B")

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

Reservation Rights

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.

The City reserves the right to request any additional information from the Bidder that may be deemed necessary for evaluation.

SECTION 2

STATEMENT OF WORK

The vendor is required to provide a complete system including connections to the existing Veeder-Root model TLS-350 automatic tank gauge and Orpak fuel management system. The system when installed must be ready to use (fully functional) on connection to electrical power. All components supplied by the vendor MUST be compatible with the storage and dispensing of E-85 fuel. The completed system must be built in accordance with NFPA 30 and State of Michigan Department of Environmental Quality specification. For any component listed with a specific brand/model, the winning vendor must supply the listed brand/ model or an approved alternate.

Vendors should note that the City has not pre-approved any alternate component to specific brand/models specified in the contract documents. If a Vendor elects to offer an alternate brand the Vendor must clearly mark their proposal with the brand and model being offered. The acceptability of alternative brand and/or models will be at the sole discretion of the City of Ann Arbor. Vendor's are encouraged to submit proposals based on the specified brand/model even if an alternate brand/model is offered.

Winning contractor will be required obtain and provide copies to the City of all permits and inspection required by the State of Michigan DEQ and any other state or local agencies.

The tank is to be installed on an owner supplied concrete pad with finale connection to electrical power to be performed by the City of Ann Arbor. The pump and dispenser shall be prewired and ready for connections to the City's power supply.

Standard of Work Performed under this Section shall be of the level of professional quality performed by Vendor's regularly performing this type of work. Determination of acceptable quality shall be made solely by the City.

Tank (see appendix G)

- 5,000 gallon, steel tank
 - Aboveground, horizontal design
 - Labeled UL-2085 "Fireguard"
 - Skid mounted w/full length skids
 - Rain shield
 - Equipment pan mounted at front of tank
 - (2) lifting lugs
 - (2) saddles welded to tank with 4"x 4" angle iron full length skids with bolted on equipment pan
 - Equipment pan (8'x3'x6") bolted to front of tank (See detail "B" on appendix g)
 - Fill containment box, with drain ports, (properly sized for components) welded to front of tank, hinged top for access to fill connection (See detail "A" on appendix g)

Tank Components

- Manway (24") at center of tank
- Normal emergency vent (properly sized)
- Secondary emergency vent (properly sized)
- Normal vent (pressure / vacuum type
- Inventory probe port (Veeder-Root system)
- Submersible pump port
- High level shut-off (Morrison 9095 float valve or equivalent) set to 95% of tank volume

- High level alarm (Morrison clock gauge w/alarm or equivalent) set to 90% of tank volume
- Thief pump port with ¾" internal pipe mounted to ½" of bottom of tank
- 3" fill port with siphoning break, 3" piping leading to fill containment box at front of tank
- Fill containment box with drain and lockable hinged top, containing 3" fill pipe, check valve, maintenance gate valve and 3" cam lock fill connection
- External ladder with rungs welded to back of tank
- 2" threaded port with cap in manway for manual sticking port

Pumping & System Components

- Submersible pump (¾ hp, 220v, Red Jacket or equivalent) (anti-siphoning, compatible with E-85 fuel)
- Electrically controlled on-off solenoid valve located above the stored fuel level and integral to the supply piping
- Gasboy or equivalent dispenser, with a filter, reading gallons only and to contain a light kit for night use
- Spring loaded check valve at the thief pump port with ¾" piping leading to a ¾" spring loaded closed ball valve and lockable manual diaphragm sump pump (sump pump located at back of tank, approx. 4' above ground level)
- Veeter-Root probe properly sized for tank and compatible with the existing Veeter-Root TLS-350

Note:

Ports on tank to be threaded (NPT) except ports for the emergency vents are to be flanged
 Tank to be painted white with epoxy type paint
 Install proper hazmat labels and fuel identification decals
 Label ports for ease of identification
 Tank to have permanent label "UL-2085"
 System built to NFPA 30 & Michigan DEQ specifications
 Michigan DEQ permits to be part of this bid with City of Ann Arbor to be supplied copies of all permits and inspections
 Tank to be placed on site by contractor
 Electrical site connections are not part of this bid
 Site prep is not part of this bid
 Contractor supplied tank drawings with component and assembly
 Drawings to be approved by City of Ann Arbor before ordering tank
 Installed fill, supply and thief system piping is part of this bid.

Acceptance

The fueling station must be fully operational before the City will make final acceptance. Within 48 hours of the vendor completing the installation, the City will make arrangements for the electrical connection and filling of the tank. The vendor shall have a representative present at the filling of the tank and will take full responsibility to clean and repair any fuel leaks in the tank and/or piping. The project will be considered complete once the City is satisfied that there are no leaks, the fuel dispenser has been calibrated (proved), the Veeder-Root system accurately records the fuel level in the tank, and the fueling authorized by both the manual card and the automated VIU ring are accurately recorded by the Orpak Fuel Management System.

Site Access

Winning vendor must notify the Project Manager a minimum of 48 hours before the start of work to coordinate access to the site. Access to the site will only be available during the hours of 7:00 am to 5:00 pm EST, Monday thru Friday excluding Holidays. Vendor shall take full responsibility for any equipment left on site.

Insurance

The Contractor shall procure and maintain during the life of this Contract, 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.
2. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. The City of Ann Arbor shall be an additional insured.
3. Crime Coverage insurance in an amount no less than \$1,000,000 covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall name the City as loss payee.

All insurance required by this Bid 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.

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 Unit at least ten days prior to the expiration date.

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.

**SECTION 3
QUOTATION SHEET**

E-85, 5000 Gallon, Fueling System

Lump Sum per Bid Specs. \$ _____

NOTE: Payment for Work Performed will not be authorized until acceptance testing has been performed and City acknowledges satisfactory performance. Lump Sum should include necessary labor time for on-site acceptance testing.

Option # 1:
Please provide the additional cost of an E-85 compatible epoxy coating applied to the interior of the tank.

\$ _____

Delivery and installation of the E-85 fueling system desired within the 120 days after receipt of purchase order.

_____ 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.

SECTION 4

INFORMATION REQUIRED FROM ALL BIDDERS

Format

Bids should be submitted using the following format:

- Section 1: Bid Statement (format attached – Appendix A)
- Section 2: 5,000 Gallon E-85 Fueling Station (include response documentation, reference and quotation sheet)
- Section 3: Company Information
- Section 4: References
- Section 5: Appendices

To be considered responsive to this ITB, Bidder must provide all of the information requested. The specifications within the ITB represent the minimum performance necessary for response.

The following Section describes the minimum information that should be included in each of the bid sections specified:

Section 3: Company Information

Each vendor shall supply the following information on its Company

- Company Name
- Main Office Address and the address of office performing work if different)
- Name and phone for Contract Administrator
- Number of full time employees
- Years in Business

Section 4: References

Each Bidder shall submit a list of three (3) references of agencies to which they have provided similar services as work require in this bid. Reference must include the information listed below:

REFERENCE

Reference Name	
Reference Point of Contact POC Job Title POC Phone # and e-mail address	
Date of Service	
Type of Service	
Number of Users/Sites at which Service was provided for Reference	

Any major difference between the Bidders's bid to the City and these references must be noted. Failure to list references with contacts will result in your submission being disqualified. The City reserves the right to contact any Company for which Bidder has provided services, whether listed or not.

Section 5: Appendices

Appendix C, Appendix E and Appendix F (Contract Compliance Forms) must be completed and returned with the bid. These elements should be included as attachments to the bid submission.

APPENDIX A

BID

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

Ladies and Gentlemen:

The undersigned declares that this Bid is made in good faith, without fraud or collusion with any person or persons submitting a bid on the same Contract; that the undersigned has carefully read and examined the "Invitation to Bid" documents, including Information and Instructions, Statement of Work, Information Required, all Addenda (if any), and understands them. Further, the undersigned declares that it has extensive experience in successfully providing the services required under the specifications of this Invitation to Bid.

The undersigned 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 undersigned's own independent business judgment.

If the City accepts this Bid and the undersigned fails to contract and furnish the insurance documentation by February 16, 2009, then the undersigned shall be considered to have abandoned the Contract.

In submitting this Bid, the undersigned on behalf of and under the authority granted him/her by the Company identified below warrants that all goods and services provided, if awarded the Bid, will conform with all written proposals and descriptions, as well as any drawings, specifications provided by the undersigned and approved by the City. In the event of conflicting or superseding proposals or warranties, the determination of acceptable performance of services shall be made by the City.

In submitting this Bid, it is further 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.

COMPANY NAME: *
STREET/P. O. BOX:
CITY, STATE, AND ZIP CODE:
DATE:
TELEPHONE:
FAX:
TAX IDENTIFICATION:

AUTHORIZED SIGNATURE:
PRINTED NAME OF SIGNER:
TITLE OF SIGNER:
EMAIL OF SIGNER:

- NOTE: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If Bidder is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If Bidder is an individual, his signature shall be placed above.

APPENDIX B

PURCHASE ORDER TERMS AND CONDITIONS

If a contract is awarded, the selected contractor will be required to adhere to the following set of general contract provisions which will become a part of any formal agreement in addition to the specific terms and conditions of this Invitation to Bid. These provisions are general principles which apply to all contractors of service to City of Ann Arbor.

1. No changes may be made in the order without the written authorization of the Purchasing Agent.
2. The Purchasing Agent may in writing grant additional time for delivery when the Buyer is at fault or if he is satisfied the delay is beyond the control of the Vendor.
3. In case of default of the Contractor, the Buyer may procure the articles of service from other sources and the Contractor will be liable for increased costs or any other damage caused by the default.
4. Quantities specified in the order are not to be exceeded.
5. Inspection of delivered good will be made at the delivery point, materials must be property packaged. Damaged material will not be accepted.
6. The Purchaser is exempt from the provisions of the Robinson-Patman Act and from Federal Transportation and Excise Taxes and from State Sales Tax.
7. All prices must be F.O.B. delivery point. The vendor shall prepay shipping charges and add same to invoice where specified purchase is negotiated F.O.B. shipping point.
8. Unless otherwise specified all containers or reels shall become the property of the purchaser.
9. At the Vendor's risk and expense, all rejected materials will be returned to the Vendor.
10. All claims for payment must be submitted in duplicate. Claims for partial deliveries must be so indicated.
11. It is agreed that materials, goods, and services delivered shall comply with all Federal, State or Local Laws relative thereto.
12. FAIR EMPLOYMENT PRACTICE -.The Vendor agrees not to discriminate against any employee or applicant for employment based upon that person's race, religion, national origin, age or sex and to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code.
13. INDEMNITY CLAUSE –Vendor agrees to indemnify, defend and hold harmless the City of Ann Arbor and its agents and employees from any claims as a result of any personal injury or property damage which may occur as a result of the Vendor's performance or any activity undertaken pursuant to this agreement.
14. All materials and supplies shall meet the requirements of OSHA and MOSHA.

APPENDIX C

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 \$10.85/hour when health care is provided, or no less than \$12.56/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2008.

- 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: 734/994-2719 Fax: 734/994-1795

APPENDIX D
City of Ann Arbor Human Rights 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 which 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 which 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 Office 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:

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

APPENDIX E
CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ (Area Code) Email Address _____

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	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 Alaska Native	TOTAL COLUMNS A-M
	A	B	C	D	F	G	H	I	J	K	L	M	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

APPENDIX F
CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

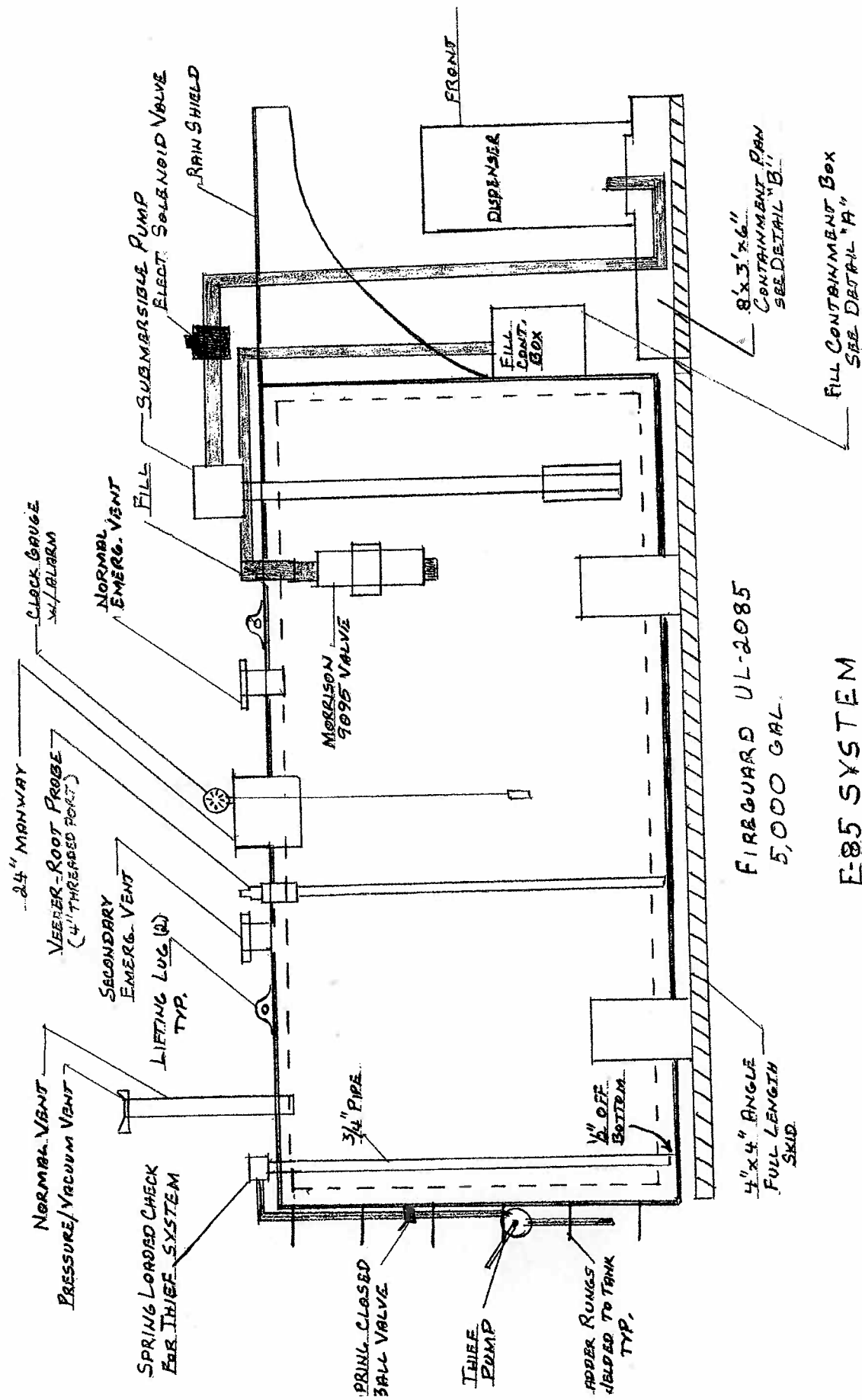
Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

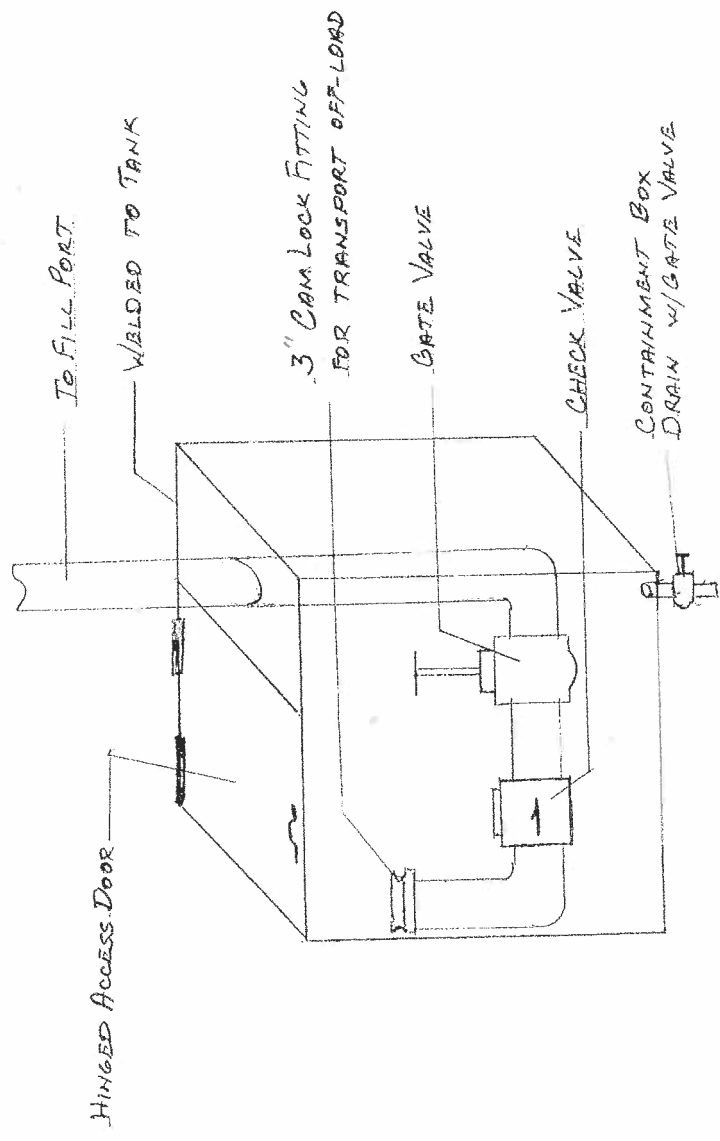
Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	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 Alaska Native	TOTAL COLUMNS A-M
	A	B	C	D	F	G	H	I	J	K	L	M	
Exec/Sr. Level Officials													
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Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

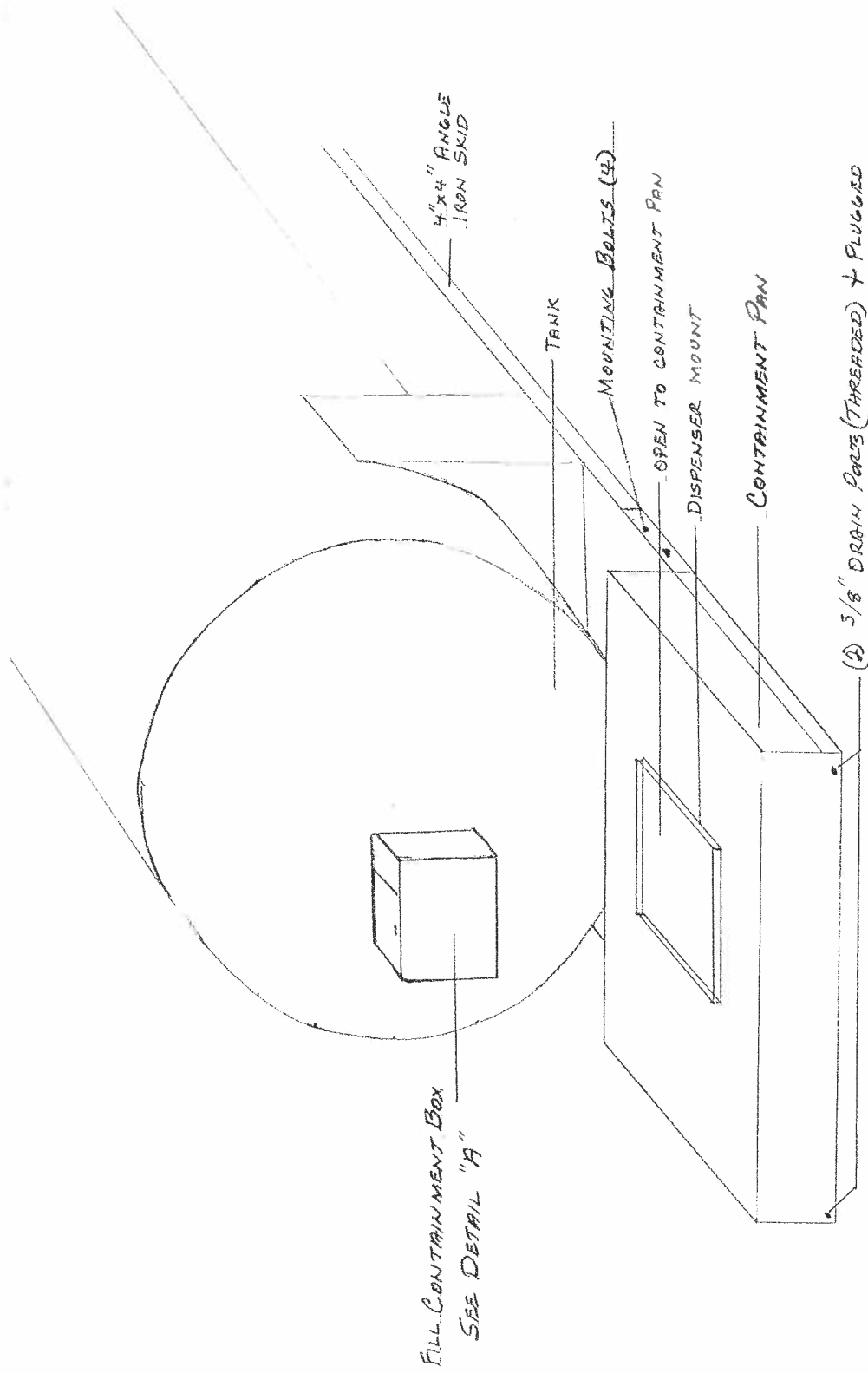


NOTE:
ILLUSTRATION PURPOSE ONLY
NOT TO SCALE



DETAIL "A"
FILL CONTAINMENT BOX

NOTE:
ILLUSTRATION PURPOSE ONLY
NOT TO SCALE



DETAIL "B"
DISPENSER CONTAINMENT PAN

NOTE:
ILLUSTRATION PURPOSE ONLY
NOT TO SCALE