



Invitation To Bid

ITB 4206

Assault Rifle Mounts and Locks

Bid Due Date:
February 14, 2012
10:00 a.m. local time

Prepared by:
City of Ann Arbor
Purchasing Unit
301 E. Huron Street
Ann Arbor, MI 48107

**CITY OF ANN ARBOR
INVITATION TO BID - ITB 4206
ASSAULT RIFLE MOUNTS AND LOCKS**

**CITY OF ANN ARBOR
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ASSAULT RIFLES MOUNTS AND LOCKS**

Sealed bids will be received (**Original Plus Two (2) Copies**) by the Procurement Office located on the 5th floor at 301 E. Huron Street, P.O. Box 8647, Ann Arbor, MI 48107 before 10:30 a.m., Tuesday, February 14, 2012, at which time they will be opened and publicly read aloud. All bids become the property of the City of Ann Arbor.

Specifications are attached.

We have enclosed our Human Rights Forms to be filled out and returned with your bid or you may submit an updated EEO-1 with your bid in place of the Contract compliance forms. Submittal of these forms with your bid is a requirement of this bid.

No bidder may withdraw his bid within 60 days after the date set for the opening thereof.

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

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).

The decision of the City of Ann Arbor, acting through the Administrative Services Director, or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

All envelopes must be marked, ITB 4206 - "ASSAULT RIFLE MOUNTS AND LOCKS". We cannot be responsible for any bid not marked as stated above.

GENERAL: The City of Ann Arbor's Procurement Office is soliciting BIDS for the purchase and installation of ASSAULT RIFLE MOUNTS AND LOCKS in its fleet of Police Patrol vehicles.

CONTACT PERSON: If there any questions concerning this bid please contact Thomas A. Gibbons, Financial Analyst – Fleet & Facility Unit via e-mail: tgibbons@a2gov.org by February 8, 2012 at 3 pm.

COPIES OF BID: All venders will be required to return the complete original bid plus two copies.

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SCOPE OF WORK: The City of Ann Arbor needs a vendor to furnish and install assault rifle mounting bracket in its fleet of patrol vehicles. The winning vendor will remove the existing gun rack and replace it with a **Blac-Bac model 1080E Tactical Weapons Mount** with electronic and manual (key operated) lease. Note: all units must be keyed alike. The weapons mount shall be attached to the vehicle thru a Dual T-rail mounting base also supplied by the vendor.

Installation must include wiring electronic release to the City's existing Whelen model MPC01 control head. After installation, the lock must be adjusted to insure proper fit to the City supplied weapons.

All installation work must be performed at the City's Wheeler Service Center, 4251 Stone School Rd., Ann Arbor, MI 48108. The City will supply one flat service bay to perform the installation. Winning vendor must supply tools of material need to complete the installations. The bay will be made available Monday through Friday from 7:00 am to 7:00pm.

INSTALLATION TIME FRAME: The completion of all installations is desired as soon as possible. All units should be installed within 30 calendar days after receipt of purchase order.

_____ We can meet schedule.

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

NOTE: The City of Ann Arbor reserves the right to reject bids that offer an unsatisfactory installation schedule

WARRANTY: All parts, workmanship and installations should be fully warranted against defects in performance or construction for TWO (2) year of actual use.

We will guarantee the Blac-Rac 1080E for _____ months of actual use (attach copy of standard guarantee).

We will guarantee the installation material and workmanship for _____ months of actual use

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

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."

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BID PRICING: Please provide a price for material and installation separately as listed below

Blac-Rac model 1080E \$ _____ Each times 28 units equals \$ _____

Dual T-rail mounting plate \$ _____ Each times 28 units equals \$ _____

Misc. Wiring and Material \$ _____ Each times 28 units equals \$ _____

Labor for Ford Crown Victoria \$ _____ Each times 23 units equals \$ _____

Labor for Dodge Charger \$ _____ Each times 1 unit equals \$ _____

Labor for Chevrolet Tahoe \$ _____ Each times 2 units equals \$ _____

Labor for Ford Expedition \$ _____ Each times 2 units equals \$ _____

GRAND TOTAL for all material and labor \$ _____

AWARD: An award will be made to the lowest responsive bidder or in any manner deemed to be in the best interest of the City of Ann Arbor. The City of Ann Arbor reserves the right to reject low bids, which do not meet specifications.

NOTE: Previous experience and performance will be a factor in making the award.

NOTE: If cost exceeds \$10,000.00, it will require Human Rights approval and Living Wage approval. If it exceeds \$25,000.00, it will also require City Council approval.

CERTIFICATION: We hereby certify that unless otherwise stated the "Cable Splicing Trailer" in the bid is new, in unused condition and will meet or exceed your specifications in every respect.

Authorized Representative's Signature

Printed Name

COMPLIANCE REQUIREMENTS: 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.

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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.

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 Thomas A. Gibbons, Financial Analyst - Fleet & Facility Unit (734) 794-6000 ext. 43503 or e-mail to tgibbons@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.

SERVICE HOURS: Service shall be provided by the successful bidder, which will include parts and labor, during the warranty and extended service periods.

The vendor is open for hours of business (service only) from _____ A.M. to _____

P.M., telephone number: _____ for service call.

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PLEASE CHECK: We have read the attached specifications thoroughly?

() Yes () No

Are all exceptions to the attached specifications properly outlined?

() Yes () No

INVOICE TERMS: Discount of ___% or \$_____ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

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

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.

All envelopes must be marked ITB 4206 - "ASSUALT RIFLE MOUNTS AND LOCKS". We cannot be responsible for any bid not marked as stated above.

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Company's Representatives Signature

Printed

Date

Title

Phone Number

E-Mail

**CITY OF ANN ARBOR
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FAIR EMPLOYMENT PRACTICE**

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

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procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

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INSTRUCTIONS FOR COMPLETING

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 PROCUREMENT OFFICE
HUMAN RIGHTS 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						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	F	E	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														

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HUMAN RIGHTS 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 _____ 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													

If you have questions, call Procurement Office at 734-794-6576

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**LIVING WAGE ORDINANCE – CITY OF ANN ARBOR RATE
EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012**

\$11.83 per hour

If the employer provides health care benefits*

\$13.19 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.*

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

For Additional Information or to File a Complaint Contact: Linda Newton, Procurement Officer at 734/794-6576 or Lnewton@a2gov.org

LW-1

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**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 \$11.83/hour when health care is provided, or no less than \$13.19/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 2011.
- 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.

Signature of Authorized Representative	Company Name
Type or Print Name and Title	Address, City, State, Zip
Date Signed	Phone & Email address

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