

**CITY OF ANN ARBOR
INVITATION TO BID
PRINTING AND/OR MAILING SERVICES
Spring/Summer 2011 Parks and Recreation Guide**

Issued: Wednesday, Feb.23, 2011

**BID NO.ITB-4143
DUE: Monday, March 7, 2011 on or Before 2:00 p.m.**

Sealed bids will be received (Original plus one (1) copy) by the Purchasing Office on or before 2 p.m. Monday, March 7, 2011, at which time they will be opened and publicly read aloud.

Sealed bids will be received (**Original plus one (1) copy**) by the Purchasing Office on or before 2 p.m. at which time they will be opened and publicly read aloud. Submit to:

City of Ann Arbor, Procurement Unit
P.O. Box 8647 (Zip Code 48107) or
100 N. Fifth Ave. (Zip Code 48104)
Ann Arbor, MI

Specifications are attached.

We have enclosed our Human Rights Work Utilization Forms to be filled out and returned with our bid or you may submit an updated EEO-1 with your bid. Submittal of these forms with our bid is not a requirement of this bid; however, the first and second low bidders are required to complete a contract compliance form or an acceptable equivalent by no later than 5:00 p.m. of the workday following the opening.

No bidder may withdraw his/her 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 office of Administrative Services Director, or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

All envelopes must be marked: We cannot be responsible for any bid not marked as stated above.

Authorized By,

City of Ann Arbor

**CITY OF ANN ARBOR
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PRINTING AND/OR MAILING SERVICES
Spring/Summer 2011 Parks and Recreation Guide**

GENERAL: The City of Ann Arbor's Procurement Unit is soliciting bids for printing and distributing the Spring/Summer 2011 Parks and Recreation Guide as specified below.

CONTACT PERSON: If there are any questions concerning this bid, please contact Kim Mortson, CSA communications liaison, at (734) 794.6000 ext. 42193 or e-mail kamortson@a2gov.org between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday.

COPIES OF BID: The vendor will be required to furnish the original bid plus one (1) copy.

SPECIFICATIONS: Spring/Summer 2011 Parks and Recreation Guide

- Parks & Recreation booklet, 6 x 10.5 inches (final size)
- 20/50 recycled content
- Stapled or glued
- 12,000 (please include a price per thousand for additional)
- 64, 72, 80 pages (count includes cover)
- Cover and inside 50 lb. Offset. CMYK 4-color throughout (to feature color photographs).

Approximately 250 guides will be delivered by the winning bidder to the Ann Arbor Post Office and mailed to residential addresses. The remaining 11,750 needs to be delivered to Veteran's Memorial Park, 2150 Jackson Road, Ann Arbor.

Artwork will be e-mailed no later than Wednesday, March 9 and the guides need to be printed and delivered by Friday, March 18. Guide will be created in Adobe InDesign CS4 and sent via PDF.

Will need to see electronic proof copy before printing.

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Spring/Summer 2011 Parks and Recreation Guide**

QUOTATION: We hereby offer to do whatever is necessary to print, and deliver F.O.B. Destination, Freight Prepaid (Ann Arbor Main Post Office/Parks & Recreation Services) Spring/Summer brochures as specified at a cost of:

SECTION (64 PAGES)

A. Spring/summer brochures to include cover and inside spread
Cover 50 lb. Offset. CMYK 4-color. \$ _____ /m x 12,000 = \$ _____.

SECTION (72 PAGES)

B. Spring/Summer brochures to include cover and inside spread
Cover 50 lb. Offset. CMYK 4-color. \$ _____ /m x 12,000 = \$ _____.

SECTION (80 PAGES)

C. Spring/Summer brochures to include cover and inside spread
Cover 50 lb. Offset. CMYK 4-color. \$ _____ /m x 12,000 = \$ _____.

PLEASE SPECIFY PRINTING FORMAT _____ WEB OR _____ OFFSET.

NOTE: Extra copies may be requested over and above the 12,000; therefore the cost per thousand would stay the same.

AWARD: The award will be to the lowest responsible bid, 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 may be a factor in making the award.

CONTRACT COMPLIANCE: The successful bidder must comply with the City of Ann Arbor's Non-Discrimination Regulations (Chapter 112, Section 9:161 of the City Code) before award and at all times during the term of this proposed contract and/or agreement.

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

Main Ann Arbor Post Office	Veterans Memorial Park
W. Stadium Blvd	2150 Jackson Road
Ann Arbor, Michigan	Ann Arbor, Michigan
Approx.250 brochures	Balance (11,750) to above location

NOTE: If cost exceeds \$10,000.00 this bid will require Human Rights/Living Wage Compliance and if exceeds \$25,000.00 will require Council approval. Therefore, the bid could be approved after the date stated above. The purchase order will be issued as soon thereafter as possible.

ERRORS/OMISSIONS/DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of **Kimberly Mortson at (734) 794,6000 ext. 42193** as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

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DEFAULT: If defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persist, the City of Ann Arbor will notify the contractor in writing. The contractor will be given fifteen (15) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

TERMINATION: The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 10 days notice to the bidder. The City shall provide notice of termination by first-class mail to the bidder at the address listed in the bid documents. If notice is provided by first-class mail it shall be considered delivered when placed, postage prepaid, in the U.S. Mail.

If the contract is terminated for reasons other than breach of contract by the bidder, the bidder shall be compensated for services provided prior to the date of the notice of termination.

NON-COLLUSION: This proposal is made without connection with any person, firm or corporation making a proposal for the same work and is in all respects fair and without collusion or fraud. Please below indicating your confirmation of this clause:

_____ Title _____

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.

CERTIFICATION: We hereby certify that the Spring/Summer Brochure provided will meet or exceed your specifications in every respect.

Authorized Representative's Signature

Printed Name

REFERENCES: Please list at least three (3) companies or public agencies for whom you have done similar work:

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ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

1.

2.

3.

NOTE: The City of Ann Arbor reserves the right to reject low bids for poor past performance or inadequate references.

Living Wage: If the successful bidder is covered employer as defined in Chapter 23 of the Ann Arbor City Code and has as of the date of this contract City Contract(s) (including this contract) where the total amount of the contract(s) exceeds \$10,000 or more in any 12 month period beginning from the date of the earliest contract between the parties which was awarded no more than 12 months prior to the date of this contract, then the successful bidder, as a service provider, will be required as part of the bid specifications to agree to all of the following: (1) to pay those persons working under the contract a living wage as defined by Section 1:815 (1)-(3) of Chapter 23; (2) to post a notice of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this contract are working; (3) on request of the City, provide documents to verify compliance with Chapter 23.

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 "Printing Spring/Summer Brochure". We cannot be responsible for any bid not marked as stated above.

RETURN BID TO:
CITY OF ANN ARBOR PURCHASING UNIT
P.O. BOX 8647 (Zip Code 48107) or
100 N. FIFTH AVE. (Zip Code 48104)
ANN ARBOR, MI

**CITY OF ANN ARBOR
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COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Company's Representative Signature _____

Printed Name _____

Title _____

Date _____

Phone Number _____ Fax Number _____

E-Mail Address _____

Federal ID Number

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS 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)												TOTAL COLUMNS A-M
	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 Alaskan Native	
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													

**CITY OF ANN ARBOR PROCUREMENT OFFICE
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 _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-M
	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	
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													

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 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:

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

**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 \$11.71/hour when health care is provided, or no less than \$13.06/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 2010.
- 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 E-mail: dlumpkin@a2gov.org

→ RATE EFFECTIVE APRIL 30, 2010-ENDING APRIL 29, 2011←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.71 per hour

if the employer provides health care benefits*

\$13.06 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:

**Dee Lumpkin, Procurement Assistant
734/794-6576 or dlumpkin@a2gov.org**