

January 11, 2008

**CITY OF ANN ARBOR
INVITATION TO BID
PRINTING AND/OR MAILING SERVICES – Spring/Summer 2008 Parks and Recreation
Brochure**

BID NO. 3918

DUE: TUESDAY, JANUARY 29, 1:00 P.M.

Sealed bids will be received (Original plus one (1) copy) by the Purchasing Office on or before 1p.m., Tuesday, 29 2008, at which time they will be opened and publicly read aloud.

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 their 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, PRINTING-Parks and Recreation Brochure. We cannot be responsible for any bid not marked as stated above.

Authorized By,

City of Ann Arbor

(2)

GENERAL: The City of Ann Arbor's Purchasing Division is soliciting bids for printing and distributing the Spring/Summer 2008 Parks and Recreation Brochure as specified below.

CONTACT PERSON: If there are any questions concerning this bid, please contact Kim Mortson, CSA communications liaison, at (734) 994.1611 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 2008 Parks and Recreation Booklet

- 5.5 x 8.5 (half-letter)
- 10,000 (please include a price per thousand for additional)
- 42; 46 50 pages
- Stapled
- 20/50 recycled content
- Inside spread and cover – uncoated #70 lb text
- Cover – 4-color front and back (cmyk); inside pages black plus one color
- Approximately 500 carrier route sorted as required by the Federal standards and delivered to the Ann Arbor Post Office. Remainder delivered to Veteran's Memorial Park; remainder delivered to Veteran's Memorial Park on or before Monday, March 10, 2008.
- Artwork will be done in Adobe InDesign CS2 and sent via PDF.
- Will need to see a proof copy before printing
- Approximately 500-carrier route sorted as required by the Federal standards and delivered to the Ann Arbor Post Office. Remainder delivered to Veteran's Memorial Park.
- Artwork will be done in Adobe InDesign CS2 and sent via PDF.

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 #1 (42 PAGES)

A. Spring/Summer brochures to include cover and inside spread
Inside spread and cover – uncoated #70 lb text

Cover – 4-color front and back (cmyk); inside pages black plus one color
recycled content (42 pages) \$ _____/m x 10,000 = \$ _____.

SECTION #1 (46 PAGES)

A. Spring/Summer brochures to include cover and inside spread
Inside spread and cover – uncoated #70 lb text

Cover – 4-color front and back (cmyk); inside pages black plus one color
recycled content (46 pages) \$ _____/m x 10,000 = \$ _____.

SECTION #1 (50 PAGES)

A. Spring/Summer brochures to include cover and inside spread
Inside spread and cover – uncoated #70 lb text

Cover – 4-color front and back (cmyk); inside pages black plus one color
recycled content (50 pages) \$ _____/m x 10,000 = \$ _____.

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PLEASE SPECIFY PRINTING FORMAT _____ WEB OR _____ OFFSET.

NOTE: Extra copies may be requested over and above the 10,000; 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
W. Stadium Blvd
Ann Arbor, Michigan
approx.64,343 brochures
Carrier Route Sorted

Veterans Memorial Park
2150 Jackson Road
Ann Arbor, Michigan
Balance 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) 994.1611 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.

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.

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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.

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:

	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,

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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 DIVISION – Fifth Floor, City Hall
100 N. FIFTH AVE.
P.O. BOX 8647
ANN ARBOR, MI 48107

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Company's Representatives
Signature _____
Printed _____

E-mail address for contact info: _____

Date _____ Title _____

Phone Number _____ Fax Number _____

Federal ID Number

6)
Living Wage Ordinance Excerpts

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12 month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12 month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12 month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.

7)

(9) "Person" means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.

(10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

(1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non profit contractor/vendor or non profit grantee unless it employs or contracts with ten (10) or more individuals.

(2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

(1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.

(a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).

(b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).

(2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.

(3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

8)

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
734/994-2719

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**
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 _____
Address _____

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 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													
<u>TOTAL</u>													
PREVIOUS YEAR TOTAL													

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 \$10.33/hour when health care is provided, or no less than \$11.96/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 2007.

- 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