

REQUEST FOR PROPOSAL

RFP # 26-13

Solar PV and Battery Energy Storage Systems (BESS) Equipment

City of Ann Arbor
Sustainable Energy Utility (SEU)



Due Date and Time:
February 18, 2026 by 2:00 p.m. (Local Time)

Issued By:

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

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION.....	3
SECTION II: SPECIFICATIONS.....	11
SECTION III: EVALUATION.....	20
SECTION IV: ATTACHMENTS.....	23

SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor's Procurement Office and SEU are soliciting proposals for the purchase of Solar PV and Battery Storage Equipment based on the RFP and specifications provided herein. The pricing for equipment supply and delivery to the City and title transfer in any Bidder/Supplier Proposal shall be firm for one (1) year unless otherwise agreed. Upon mutual agreement between the City and the Bidder/Supplier, the offer pricing may be extended as mutually agreed for the supply of additional equipment.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before February 9, 2026 4:00pm (Local Time), and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Shoshannah Lenski, Executive Director, Sustainable Energy Utility – SLenski@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised primarily of staff from the City will complete the evaluation. The SEU may, at its sole discretion, make awards by equipment type, packaged equipment, or bundled offers in the best interest of value to the City and the VPP Project.

The cost proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those cost proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, specifications, and their cost proposal in more detail. If the City chooses to interview any offerors, the interviews will be tentatively held at a reasonable date and time that works for all parties.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before February 18, 2026 by 2:00pm (Local Time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each offeror must submit in a sealed envelope:

- **one (1) original printed paper proposal**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent should submit in a single separate sealed envelope marked Cost Proposal:

- two (2) copies of the cost proposal

All costs should be separate from the rest of the proposal.

Proposals submitted should be clearly marked: "**RFP# 26-13 – Solar PV and Battery Energy Storage Systems (BESS) Equipment**" and list the offeror's name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48104

All proposals received on or before the due date will be publicly opened and the names of those entities providing a response will be recorded on the due date. No immediate decisions will be rendered and costs will not be disclosed at initial proposal opening.

Hand delivered proposals may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public Monday through Friday from 8am to 5pm (except holidays). The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal may be disqualified if the following required forms are not included with the proposal:

- **Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment D - Vendor Conflict of Interest Disclosure Form of the RFP Document**

Proposals that fail to provide these forms listed above upon proposal opening may be deemed non-responsive and may not be considered for award.

Please provide the forms outlined above (Attachments C and D) within your narrative or technical proposal, not within the separately sealed Cost Proposal envelope.

All proposed fees, cost or compensation for the goods requested herein should be provided in the separately sealed Cost Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

The successful offeror will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful offeror. The purchase order shall commit the offeror to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

The terms and conditions of the Purchase Order are provided herein.

This RFP and the selected offeror's response thereto, shall constitute the basis of the specifications in the contract by reference.

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment C shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the offeror complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

K. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

L. DEBARMENT & COLLUSION

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

Further, by submission of a proposal in response to this RFP the offeror supplies the Proposal in good faith, without fraud or collusion with any person or persons offering the same; that this the offeror has carefully read and examined the RFP document, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Standard Purchase Order Terms and Conditions, Forms, Technical Specifications, and all Addenda, and understands them.

M. PROPOSAL PROTEST

All protests must be in writing and filed with the Purchasing Agent within 5 business days of any notices of intent, including, but not exclusively, divisions on pre-qualification of bidders, shortlisting of bidders, or a notice of intent to award a contract. Only bidders who responded to the solicitation may file a bid protest. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

N. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	February 9, 2026 4:00pm (Local Time)
Addenda Published (if needed)	On or before February 11, 2026
Proposal Due Date	Feb. 18, 2026 by 2:00pm (Local Time)
Selection/Negotiations	February 2026
Expected City Council Authorizations	March 2026
First PO awarded by SEU	April 2026
Technical deliverables for the Equipment	April 2026
Equipment deliveries	April-September 2026
VPP construction complete	October 2026

The above schedule is for information purposes only and is subject to change at the City's discretion.

O. IRS FORM W-9

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

P. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more offerors to provide the goods outlined herein.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

Q. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote and encourage the City's commitment to the environment.

The City strongly encourages potential vendors to bring forward tested, emerging, innovative, and environmentally preferable products and services that are best suited to the City's environmental principles. This includes products and services such as those with lower greenhouse gas emissions, high recycled content, without toxic substances, those with high reusability or recyclability, those that reduce the consumption of virgin materials, and those with low energy intensity.

As part of its environmental commitment, the City reserves the right to award a contract to the most responsive and responsible bidder, which includes bids that bring forward products or services that help advance the City's environmental commitment. In addition, the City reserves the right to request that all vendors report their annual greenhouse gas emissions, energy consumption, miles traveled, or other relevant criteria in order to help the City more fully understand the environmental impact of its procurement decisions.

R. TAXES

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the values proposed. The City will furnish the successful offeror with tax exemption certificates when requested.

S. SPECIFIC QUANTITIES

Equipment quantities stated in the Proposal shall be jointly reviewed and a final listing and quantity will be stated in any Purchase Order along with options that may be agreed to by the parties. The equipment quantities stated shall all be new and clean condition, packaged in Bidder/Supplier's standard shipping/packaging, and supplied with detailed handling and storage instructions. Quantities (shortage/overage) and any damage shall be verified upon the City and SEU's receipt inspection at the time of delivery and confirmed with the Contractor.

T. PAYMENTS

Payment terms shall be stated in the Proposal and agreed to by both parties. Such terms may include a down payment, periodic progress payments, or payments upon complete equipment delivery. All payments are based on net 30-day terms after City/SEU acceptance of a proper invoice from the Contractor. Invoices shall include

the reference terms for payment and any documentation (e.g., insurance certificates, bills of lading, lien waivers, other) that are required per the specific Purchase Order.

U. EQUIPMENT DELIVERIES

Upon the satisfactory completion of fabrication and operability/proof testing, the Contractor shall notify the City/SEU of the committed shipment date, mode of transportation, and anticipated arrival date at the Delivery Point. Shipping documents shall be coordinated with the City/SEU along with expected requirements at equipment Delivery Point (demurrage, other). All equipment shall be supplied in accordance with the latest INCO terms as "free on board" (FOB) for domestic supplies or "delivered duty paid" (DDP) for international supplies, with transportation insurance included.

SECTION II - SPECIFICATIONS

1. Background

In November 2024, Ann Arbor voters overwhelmingly authorized, and City Council subsequently created, the Ann Arbor Sustainable Energy Utility (SEU). The SEU is a municipally owned and operated, opt-in, supplemental, 100% renewable energy utility, serving residents and businesses located in the City. From creation in 2025, the City is targeting building the SEU from a bold and innovative vision into a fully functioning utility within 12-24 months. The SEU has received national attention; for more background, read about the approach in the [New York Times](#), [Fast Company](#), [Canary Media](#), [Smart Cities Dive](#), and the [Volts Podcast](#).

The SEU intends to develop, own, operate, and sell to City of Ann Arbor residents and other customers, the following energy solutions: solar, battery storage, networked geothermal heating/cooling, microgrid development, and on-bill financing of energy efficiency upgrades and beneficial electrification (e.g., appliances). The SEU is preparing to launch with a pilot of up to 1 MW of energy generation capacity in 2026, and is positioning to grow over time to serve up to several hundred MW of demand and tens of thousands of customers.

The SEU exists to address multiple opportunities in the Ann Arbor energy landscape:

- Accelerate the deployment of clean renewable energy, displacing fossil-fuel power and gas, to support the City's goal of a community-wide transition to carbon neutrality by 2030
- Provide resilient and reliable energy, to supplement current grid power, that can meet critical energy needs during grid outages
- Provide affordable energy, with solutions that offer more stable prices than current grid power and fossil gas, and with rates and services designed specifically to support our community's most at-need residents who currently face high energy burdens
- Serve residents from a local, hometown utility business that they know and trust, and which delivers exceptional customer service, communications, and a 'human touch'
- Contribute to these goals not just in Ann Arbor with the SEU's direct customers, but in the broader regional energy landscape, by collaborating with other energy providers where mutually beneficial, such as in the provisioning of Virtual Power Plant (VPP) services from the SEU to the current grid, and by serving as a model for other communities that may pursue an SEU

2. Objective

The SEU is seeking an initial procurement of solar PV and BESS equipment to deploy 100-150 residential systems to be networked into a virtual power plant (VPP). These

systems will serve as the SEU's first operational pilot and will set the stage for years of future growth and deployment to an anticipated tens of thousands of customers. The SEU has identified a goal of deploying highly standardized systems to enable rapid, cost-effective implementation with simple, consistent, and affordable long-term operations and maintenance.

The SEU is seeking to procure (1) solar PV modules and (2) battery energy storage (BESS) and hybrid inverter equipment ("Equipment") that can be assigned to its installation contractors to enhance the customer/project delivery process and standardize execution, thus reducing overall capital costs. The SEU's interest in Equipment procurement has been the focal point of early 2026 open houses with potential suppliers and contractors, wherein procurement steps were shared (see SEU website at a2seu.com for recordings of these conversations). This RFP is tailored to solicit proposals from all interested parties who meet the City's procurement requirements, including original equipment manufacturers (OEMs), distributors, and contractors of various constructs.

3. Requirements

Offerors are invited to respond with offers for (1) Solar PV Modules (requirements in section 3.1), (2) BESS Equipment (requirements in section 3.2), or both. Within each category, the SEU intends to select only one type of equipment, to support the goal of system standardization. Thus, offerors must be able to provide enough of any equipment to serve up to 150 residential systems (the SEU anticipates, but does not guarantee, purchasing a minimum of 100). As indicated in the evaluation criteria, proposals that simplify the SEU's procurement process (including bundled purchase of Modules and BESS equipment) are considered a benefit.

Offerors are invited to propose equipment that **does OR does not** meet the varying requirements for tax credits including Foreign Entity of Concern (FEOC) and domestic content. As described below, the benefit of likely tax credits will be considered as part of the price evaluation. As such, offerors must indicate for each proposed equipment whether it meets FEOC and/or domestic content requirements, and whether the Bidder/Supplier is willing to assure that with a financial guarantee.

The SEU must order Equipment that can fit into its overall VPP Project schedule as defined herein, with all Equipment able to be delivered no later than the end of 2nd quarter, 2026 (with preference for earlier and/or phased or batched delivery commitment) to support construction completion by the end of the 3rd quarter, 2026.

Offerors must also commit to certifying the SEU's approved installation contractors on the selected Equipment; responses should describe what those certification requirements (if any) are, how the selected contractors will be certified, and any additional fees for certification.

3.1 Solar PV Modules

The SEU desires to purchase a quantity of solar PV modules to serve up to 150 (the SEU anticipates, but does not guarantee, purchasing a minimum of 100) residential systems of approximately (average) ~5-6 kW_{DC} system size. These modules will predominantly be installed in rooftop arrays formed with attached racking, although select ground-mount and ballasted rooftop application needs may also be accommodated. Said modules to be offered can include mono, PERC, and bifacial options, with fully black and conventional material options, each with minimum 10-year workmanship warranty, 25-year linear performance guarantee, complete documentation package and material/fabrication sourcing detail. The following information shall be specifically supplied by the Bidder/Supplier (see Attachment A also):

- Module Quantity, Type, and Energy Production
- Delivery date(s) achievable to Delivery Point
The SEU will receive and store solar modules in accordance with Contractor requirements, to achieve performance guarantees/generation.
- Actual Purchase Order Value (POV)
The Purchase Order POV shall be inclusive of all costs and based on either FOB (domestic) or DDP (international) 2020 INCO terms, with Supplier/Manufacturer insurance coverage to the Delivery Point.
- Bidder/Supplier Point-of-Contact Name/Data
The Bidder/Supplier shall identify a single representative with full execution responsibility for the module procurement, along with detailed contact data.
- Payment Plan
The Bidder/Supplier shall propose payment terms (e.g., downpayment), noting that the SEU will retain a percentage of the Order value upon Module Delivery, Title Transfer, and receipt of all specified technical/commercial documentation.
- Material Sources and Fabrication/Warehouse location(s)
Bidder/Supplier's proposal shall disclose sources of silicon, glass, coatings, wafers, and frame materials and its fabrication and warehouse facilities to be used including domestic/foreign content split. Optionality between all-black and conventional. Guaranteed commitment to comply with FEOC/domestic supply and options available.

In summary, any Bidder/Supplier's proposal for modules shall simply be organized to include the following tabular data and guaranteed delivery schedule:

Bidder/Supplier/Manufacturer: <i>Fill in all</i>					
Module ID and Type*	Full Black or Conventional	Quantity	W _{DC} Rating (STC)	Form Factor	Material/Fabrication/Shipping Type, Source, FEOC Status, Delivery Date Commitment

*Specify mono/PERC/bifacial/other type with data sheet, third-party rating and compliance information attached.

3.2 BESS and Hybrid Inverters Equipment (must offer bundle of all equipment in this category to respond to this category)

3.2.1 Hybrid Inverters

The SEU desires to purchase up to 150 (the SEU anticipates, but does not guarantee, purchasing a minimum of 100) hybrid, grid-forming string inverters that will enable automated and seamless transitions from DTE grid-paralleled to islanded to DTE grid-paralleled supply without loss of power supply to live loads within the VPP residences. Inverters should be suitable for indoor and outdoor installation. Technical information to be provided includes the following, as well as that cited in Attachment A.

Most projects will involve residential systems of approximately (average) ~5-6 kW_{DC} up to 8 kW_{DC} solar nameplate input and coupled battery storage and so all inverters are required to be hybrid, grid-forming type with power conversion system (PCS) compatible with battery management systems (BMS) and maximum power point tracking (MPPT). The Bidder/Supplier is to tailor its quotation based on available inverter types and capacity ranges (if more than one), with features (e.g., explanatory data sheet), options, efficiency ratings, quantity available, price, and guaranteed delivery date. The following information shall be specifically supplied by the Bidder/Supplier:

- Inverter Quantity, Type, and kW nameplate Capacity (DC inputs from modules/battery)
- 10-year warranty (in-and-out)
- Delivery date(s) available and guaranteed
The SEU will receive and store Inverters in accordance with Bidder/Supplier requirements, to preserve their future use in electricity delivery.
- Actual Purchase Order Value (POV)
The Purchase Order shall define the POV, inclusive of all costs and based on either FOB (domestic) or DDP (international) 2020 INCO terms to the Delivery Point. If the Bidder/Supplier believes the purchase order price should take into account tax credits for which the system will be eligible, it should include a statement of the expected amount of such credits and the basis for eligibility in the price statement. Bidder/Suppliers should also note the type and kind of guarantee of eligibility it is willing to offer.
- Supplier Point-of-Contact and Data
The Bidder/Supplier shall identify a single representative with full execution responsibility for the inverter procurement, along with detailed contact data.
- Payment Plan
The Bidder/Supplier shall propose payment terms (e.g., downpayment), noting that the SEU will retain a percentage of the Order value upon Inverter Delivery, Title Transfer, and receipt of all specified technical/commercial documentation.
- Standard Data Sheet
Bidder/Supplier shall furnish their standard data sheet for each inverter offered.
- Material Sources and Fabrication/Warehouse location(s)

Bidder/Supplier shall disclose sources of internal hardware, casing, and switches and its fabrication and warehouse facilities to be used.

- Prior Experience with Use in Microgrids and Virtual Power Plants (summarize inverter capabilities and use history)

The above data can be placed in a table or other Bidder/Supplier format. The Commercial and Technical Requirements will be attached to any Purchase Order.

3.2.2 Batteries

The SEU desires to purchase up to 150 (the SEU anticipates, but does not guarantee, purchasing a minimum of 100) residential lithium-ion, sealed-cell batteries with a battery management system and factory wiring that enable automated change from DTE grid-paralleled to islanded to DTE grid-paralleled transitions without loss of power supply to loads within the VPP residences. Battery capacity shall be at least 10 kWh between 5% minimum and 95% maximum state of charge.

Technical information to be provided includes the following, along with that cited in Attachment A.

- Quantity, battery packaging/installation exposure, and delivery dates for documentation and Equipment delivery
- Maximum order size (defined by contract value, battery quantity, kWh, other value)
- Actual Purchase Order Value (POV)
The Purchase Order shall define the POV, inclusive of all costs and based on either FOB (domestic) or DDP (international) 2020 INCO terms to the Delivery Point. If the Bidder/Supplier believes the purchase order price should take into account tax credits for which the system will be eligible, it should include a statement of the expected amount of such credits and the basis for eligibility in the price statement. Bidder/Suppliers should also note the type and kind of guarantee of eligibility it is willing to offer.
- Battery chemistry restrictions and supplier identification (lithium-ion only; NMC and LiFePO₄ allowed; full disclosure of anode, cathode, and electrolyte make-up with safety data sheet (SDS) submittal)
- Bidder/Supplier Point-of-Contact Name/Data
The Bidder/Supplier shall identify a single representative with full execution responsibility for the battery procurement, along with detailed contact data.
- Payment Plan
The Bidder/Supplier shall propose payment terms (e.g., downpayment), noting that the SEU will retain a percentage of the Order value upon Battery Delivery, Title Transfer, and receipt of all specified technical/commercial documentation.
- Compliance with Foreign Entity of Concern (FEOC) constraints and options available
- Indoor and outdoor exposure limitations and BMS draw for any internal heating
- Material sources and fabrication/warehouse locations (anode/cathode/electrolyte)

- Prior experience with microgrids and virtual power plant installations (summary) and packaged communications with defined inverter types (specify)

Similar to other Equipment types, the details associated with proposed batteries and BMS may be placed in a table with pricing per battery packaging (e.g., cost/nameplate kWh) included. Bidder/Supplier shall define the recommended minimum and maximum states of charge, round trip efficiency, and service life based on defined cycles of charge/discharge under use cases to be provided.

3.2.3 Battery Management System (BMS) or Software Solution

Any battery procured by the SEU is expected to be furnished complete with a robust battery management system (BMS). The BMS shall protect/manage individual cell performance and seamlessly communicate with the power conversion system (PCS; inverter controls) for battery charging and discharging, provide a customer-facing interface for the host customer to monitor their individual system, and provide an aggregation interface for the SEU to monitor systems, schedule dispatches, and assess performance.

Offerors should describe:

- Management system capabilities including system- and fleet-level insights and controls
- System integration process and requirements during installation
- Implementation timeline to onboard the SEU and individual customers
- Standard communication protocols and backup recommendations (Wifi, direct-line, cellular, other)
- Customer support
- Software fee structure, if separate/unbundled from equipment pricing provided for the batteries

4.0 COMMERCIAL SPECIFICATIONS

Commercial specifications shall be addressed in any Bidder/Supplier Proposal and consist of the following documents or requirements to be met in any ensuing SEU procurement:

- Standard City Procurement Requirements
City of Ann Arbor commercial requirements that must be met in any Purchase Order for Equipment are included herein. Offeror is to review all included information and provide any comments or clarifications for SEU consideration.
- Warranty
The SEU requires a standard 10-year warranty on workmanship on any Equipment shipped to the Delivery Point that passes SEU's receipt inspection. The SEU will inspect received Equipment for obvious shipping damage and advise Contractor of required replacement of damaged or shorted Equipment, which shall be fulfilled.
- Performance Guarantee and Testing Guidelines to Assess Performance

For modules, the SEU requires a minimum 25-year performance guarantee; for other Equipment, performance requirements are noted in Attachment A.

- Supply of Complete PAN Files and Flash Test Results (Modules) and Domestic Content Certification and Installation Instructions (for all Equipment)
The Contractor shall provide a detailed breakdown of domestic and FEOC content along with a certification and supporting documentation for all Equipment that is included in any SEU Purchase Order.
- Shipping, Receiving, and Storage Requirements (Scheduling, shipping container return by Contractor, demurrage if shipment not scheduled or per plan, others)
The Contractor shall furnish Shipping, Receiving, and Storage Requirements complete with standard shipping documents (e.g., bills of lading) and any special packaging and stacking constraints related to stored moisture or container limitations. If shipping containers are desired after SEU's use, the cost to recover such is by Contractor.
- Title Transfer and Breakage Limitation at SEU's Receipt Inspection
Title transfer to SEU shall occur at the point of successful receipt inspection. For modules, there is no "breakage limitation" associated with SEU's initial receipt inspection. All modules found damaged or shorted shall be replaced one-for-one and Contractor shall recover/return said damaged modules to its Warehouse without charge to the SEU. The SEU shall monitor module transportation/installation and, upon construction completion, shall test modules for open circuit voltage (Voc) and short circuit amperage (SCA) and other Equipment for function. The Contractor shall provide expected Voc and SCA values for modules for this work. In the event the SEU identifies modules that have Voc/SCA shortfalls not attributable to its post-storage transport/installation before testing, modules shall be replaced under warranty claim at Contractor's cost. All other Equipment damage shall be addressed by the parties – typically damaged equipment not caused by the SEU shall be immediately replaced by Contractor.
- Delivery Point
After mutually agreeing on delivery schedule, all Equipment shall be delivered by the Contractor to an as-defined location, where SEU staff shall unload and complete receipt inspection. Outside of 30 days immediately prior to the guaranteed delivery schedule, the SEU reserves the right to delay shipment to a mutually agreeable delivery date within calendar year 2026.

5.0 TECHNICAL SPECIFICATIONS

Technical specifications for the Solar PV Modules, Hybrid Inverters, and Batteries are attached in Attachment A.

Equipment submittals associated with ensuing Purchase Orders will be required per the dates shown in Section I, including the following information for SEU review and comment for conformity to the Purchase Order term(s) depending on the Equipment offered:

- Technical specifications (e.g., PAN files, IEEE/UL compliance)

- Factory test results (e.g., flash tests)
- Installation instructions (with any temporary storage requirements) and certification requirements that will apply to SEU's installation contractors (defining any supplemental costs, actions, Contractor involvement, and submittal/inspection requirements)
- Operating and maintenance (O&M) manuals
- Compliance with State Building Code and Electrical Code requirements, as incorporated into City Building and Fire Department local requirements for permitting and functionality
- Recommended spare parts (or information on local availability)
- Experience with Equipment's deployment in other solar + storage, microgrid, or VPP projects, including robust details on communications
- Web-based and local controls interfaces (instructions, communication protocol, other), and SEU web access to Equipment and functional constraints (e.g., can SEU deploy battery dispatch, implement resets, complete diagnostics, generate reports remotely).

Equipment deliveries shall be furnished complete with packing/unpacking instructions, bills of lading, and related data. The SEU will complete a receipt inspection and issue an overage, shortage, and damage (OS&D) report for Contractor action upon completion of the inspection.

6.0 PROPOSAL SUBMITTAL REQUIREMENTS

In summary, the Bidder/Supplier's Proposal shall be simply organized to include the following data for Equipment options proposed, along with red-line comments to the SEU's terms and conditions, Bidder/Supplier point-of-contact data, and commitments relative to the SEU schedule milestones cited in Section I:

- Detailed summary of Equipment proposed, quantity, options and technical features
- In separate fee document only: Unit price for each Equipment item (e.g., solar module, inverter, battery) or system bundle if offered exclusively as a bundle
- Third party/industry technical reviews for offered Equipment (e.g., Bloomberg Tier 1)
- Equipment experience/utilization in other solar and storage projects in southeast Michigan and the United States (summarize sales volume and performance history)
- Warranty and performance guarantee details (see Attachment A)
- Comments/clarifications to terms and conditions provided herein.

SECTION III - EVALUATION

The following describes the weighted point system that will be used for evaluation of the proposals.

A. Net unit price per system, after tax credits if applicable – 40 points

Note that value assigned to tax credits will depend on whether the Bidder/Supplier provides a financial guarantee of FEOC and/or domestic content tax credit eligibility (full credit), anticipates but does not guarantee eligibility (partial credit), or does not anticipate eligibility (no credit; based on quoted POV without deduction for expected tax credits). Where applicable, the net price per system will be adjusted to reflect any additional fees required for software, certifications, or other charges not included in unit equipment price. **The Cost Proposal should be submitted in a separate, sealed, envelope as part of the submittal.**

B. Equipment technical specs / performance – 40 points

All Equipment must meet minimum specifications identified in the request above. Higher performance above minimums will earn more points in this category. Areas of consideration include but are not limited to: strength of interoperability / communications, demonstrated Equipment experience, system capacity / size, form factor and design, and Equipment safety features and performance.

C. Service – 10 points

This category will include consideration for customer service provided to installers and to SEU for duration of Equipment ownership, proposal and support for BMS set-up and service, and provisioning of installer certification as needed.

D. Procurement process – 10 points

Points will be awarded based on a proposal's ease of procurement (e.g., bundled solutions; earlier /flexible delivery).

Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION PROCESS

1. The selection committee will evaluate each proposal by the above-described criteria and point system (B through D) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors and can request to open any and all cost proposals at any point in the evaluation process.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their specifications and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the lead sales contact on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their technical proposals and cost proposals alone and open costs at any time during the process.

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

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the pricing being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

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

Each offeror should acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Technical Requirements

Attachment B - Legal Status of Offeror

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

SOLAR PV MODULE TECHNICAL REQUIREMENTS

3.1 in Section II provides a listing of minimum requirements that apply to the SEU's initial 2026 module procurement. This section identifies additional technical requirements that apply.

Type: Aluminum-framed mono- or polysilicate, PERC, or bifacial modules accepted. At this time, thin-film CdTe, building integrated PV systems (BIPV), integrated solar shingle, or other "module" types are not included in procurement plans.

The SEU will accept all-black (black back panel and frame) and conventional (white back panel and aluminum).

Data Sheet/Specifications: Required, including all parameters associated with module dimensional sizing, weight, construct, efficiency, cell definition, performance guarantee, maximum power point (MPP), power output under STC conditions, voltage/amperage, and other standard features shall be provided. PAN files and flash test results for the actual modules to be supplied shall be provided. In addition, the Contractor shall identify any racking systems which are incompatible or mounting configurations which have generated microcracking or other service problems. Electrical data including I-V curve (current-voltage characteristics under different conditions) shall also be provided.

Minimum Certification: UL 1703 certified (listed and labeled), with copy of certification documentation provided. In addition, the SEU is interested in "Tier 1" modules, given their greater quality control, automation in manufacturing, audited results of testing (e.g., flash tests), and documented field performance. Tier 1 modules tend to possess traceable bill of materials and third-party certifications as well as understood hail resilience. The SEU will consider Tier 2 and Tier 3 suppliers with published technical data (e.g., PVEL, other) and third-party audits as well.

Optimization and Shading Impacts: Contractor is to define opportunities for using power optimizers to combine the output of multiple offered modules so as to maximize energy output and efficiency, enhance safety, optimize MPPT, and create long-term value. Contractor is also to define whether the proposed modules possess bypass diodes or utilize half cut or smaller cells or other technologies such as solid copper backing to reduce the impact of shading, as many customer residences will have some shading constraints.

Warranty/Performance Guarantee: Warranty and module linear performance guarantees shall be stated for SEU consideration; minimum 10-year workmanship warranty is expected for all modules supplied as well as the 25-year performance guarantee. Expected service life and mean time between failure data is expected to be submitted.

Building Code Requirements: The Michigan Residential Code (MRC) simply requires that the solar PV modules be listed and labeled per UL 1703 requirements, meet International Fire Code requirements, and be designed/installed per the Michigan Electric Code (NFPA 70). The SEU also requests that any inverter be rated for outdoor, unheated garage, or indoor spaces with weatherized container and controls that maintain battery temperature within an optimal range for daily use across Ann Arbor's weather conditions.

Tagging: Each PV module supplied must have a permanent bar code or RF identification tag (RFID), that contains the following information. The tagging can be inside or outside the module laminate, but must be able to withstand harsh environmental conditions regardless.

- (a) Name of the manufacturer of PV module
- (b) Manufacturer of solar cells

- (c) Month and year of manufacture (separately for solar cells and module)
- (d) Country of origin
- (e) Unique serial/model number of the module.

Shipping and Storage: Contractor shall provide detailed descriptions of shipping containers including weight, center of gravity, fork truck requirements, stacking limits, and others, as well as any needs for coverage, temperature, humidity, or other environmental need.

HYBRID INVERTER TECHNICAL REQUIREMENTS

3.2.1 in Section II provides a listing of minimum requirements that apply to the SEU's initial 2026 inverter procurement. This section identifies additional technical requirements that apply.

Type: Hybrid, grid-forming string inverters with multiple DC inputs requested for solar and solar plus storage installations. At this time, inverters that are only grid-following and micro-inverters are not contemplated for the 2026 VPP Project procurement.

Data Sheet/Specifications: Required for inverter(s) proposed, including all parameters associated with inverter sizing, weight, construct, DC/AC capacity, voltage/amperage, presence of integral disconnect switches, capability for integrated EV chargers, ability to receive vehicle-to-grid (V2G) power, and other standard features shall be provided.

Minimum Certification: UL Standard 1741 listed and labeled, with copy of certification documentation and compliance with Supplement B provided. Proven ability to island in accordance with IEEE Standard 1547 smart inverter functionality, communications, and cybersecurity meeting IEEE 2030.5 and SunSpec Alliance recommendations. Compliance with Unified Interoperability of Grid Forming Inverters (Unifi) specifications and IEEE 2800-2022 shall be stated, although these requirements are not critical to the 2026 VPP procurement.

Functionality: Hybrid inverter functionality and interoperability with various battery management systems (BMSs) and distributed energy resource management system (DERMS) platforms is to be specified and this is crucial to VPP Project's function and performance. Power flow metering accuracy is to be specified, as well as means to maintain voltage and frequency within the residence upon loss of grid power and inverter islanding. Stabilization of the residence's voltage and frequency when islanded requires sufficient aggregate generation or battery dispatch within the island to meet the aggregate load and account for variations; insights on minimum load requirements for stable island operation and sufficient power transfer capability shall be defined, as well as the process of system shutdown if power supply is inadequate to meet demand (e.g., does inverter reform and support loads upon supply of adequate DC voltage from solar PV).

The required wiring and interface with external system hardware, such as the need for an automated transfer switch (ATS) and protective relaying shall be stated by the Contractor.

Warranty/Performance Guarantee: Warranty and battery performance guarantees shall be stated for SEU consideration; minimum 10-year workmanship warranty is expected for all Equipment supplied including hybrid inverters. Expected service life and mean time between failure data is expected to be submitted.

Building Code Requirements: The Michigan Residential Code (MRC) simply requires that a hybrid inverter be listed and labeled per UL 1741 and designed and installed per the Michigan Electric Code (NFPA 70). The SEU also requests that any inverter be rated for outdoor, unheated garage, or indoor spaces with weatherized container and controls that maintain battery temperature within an optimal range for daily use across Ann Arbor's weather conditions.

Grounding: Typically, the AC side connects inverter output to the main service panel and the inverter chassis shall be grounded through the equipment grounding conductor (neutral-to-ground bond); the integrated battery rack is also bonded and the inverter and BMS must be coordinated to ensure fault detection exists. The manufacturer's recommendations shall also be considered.

Communication: ModBus TCP communication protocol is desired as high-level topology with CAN bus inverter/BMS communication envisioned, although other communication protocols such as full CAN bus and RS-485 topologies will be considered in packaged offerings by Contractor.

Web Access/Comms/Controls: Contractor shall provide a detailed summary of hybrid inverter's user interfaces at the inverter and via the internet through local wi-fi network connection. This summary shall include operator interfaces and programming/controls capabilities at each location including remote abilities to modify inverter functions and connected BMS, data collection, and cloud communication interfaces real-time monitoring, remote updating, battery optimization, VPP-ready remote control, and DERMS communication.

Training: The Contractor shall provide an overview of its training program included for both the SEU staff and SEU customers (via web interface or similar).

O&M Follow-up Support: The Contractor shall specify what warranty response time can be expected by the SEU for inverter issues, as well as availability of after-installation O&M support for the inverter and PCS that can be expected (e.g., for software/firmware updates, diagnostics/troubleshooting, communications, SEU web interface, and general system health monitoring).

Service Life and Recycling Opportunities: Contractor to define standard service life (say based on mean time between failure; at least 10 years) and recycling opportunities that exist today for hybrid inverters.

BATTERY TECHNICAL REQUIREMENTS

3.2.2 and 3.2.3 in Section II provides a listing of minimum requirements that apply to the SEU's initial 2026 battery and battery management system (BMS) procurement. This section identifies additional technical requirements that apply.

Type: Sealed lithium-ion or lithium iron phosphate battery with proven BMS that includes thermal runaway and other protections. At this time, advanced lead-acid, flow, solid state, salt, long duration (LDES), and other batteries are not accepted.

Data Sheet/Specifications: Required, including all parameters associated with battery sizing, weight, construct, DC capacity, voltage/amperage, presence of integral DC disconnect switches, capability for AC or DC coupling, racking, installation environment, and other standard features shall be provided.

Minimum Certification: UL 9540A and 9540B verified (battery only) with copy of certification documentation provided, and UL 9540 verification if a packaged hybrid inverter/battery is offered is expected. UL 1973, IEC 62619, NFPA 855, and IEEE 1547 compliance is also desirable – to be specified by Contractor.

Technical Requirements:

The following tables illustrate technical requirements that need to be specified for the proposed battery and BMS ("ESS"), particularly where a bundled offering with a hybrid inverter is made:

Specification Parameter	Definition	Unit	Value
Rated Continuous Discharge Power	The rate at which the ESS can continuously deliver energy for the energy storage component's entire specified SOC range.	kW	
Rated Apparent Power	The real or reactive power (leading and lagging) that the ESS can provide into the AC grid continuously without exceeding the maximum operating temperature of the ESS.	KVA	
Rated Continuous Charge Power	The rate at which the ESS can capture energy for the energy storage component's entire SOC range.	kW	
Rated Continuous AC Current	The AC current that the ESS can provide into the grid continuously and can be charged by the grid continuously without exceeding the maximum operating temperature of the ESS.	A	
Output Voltage Range	The range of AC grid voltage under which the ESS will operate in accordance with the ESS specification.	V	
Total Response Time	The response time shall be assessed in accordance with figure below starting when the signal (command) is received at the ESS boundary and continuing until the ESS discharge power output (electrical or thermal) reaches 100 = 2% of its rated power.	chart	
System Round Trip Efficiency	Total round trip efficiency from beginning of life (BOL) to end off life (EOL), defined as the ratio of the delivered output energy of the energy storage system to the absorbed input energy required to restore it to the initial state of charge under specified conditions.	%	
Ramp Rate	The maximum rate, expressed in megawatts per minute, that the ESS can change its input and output power. This may vary in multiple dimensions such as state of charge (SOC) and/or other parameters of the system that may be broken out into multiple line item values.	kW/min	

Specification Parameter	Definition	Unit	Value
Enclosure Type	A description of the system enclosure including that supplied with the system, provided as a part of the site installation and/or comprised of building assemblies associated with the installation. Examples include building, containerized-both stationary and transportable.		
Equipment Footprint	Length x Width (LxW) of equipment only (Includes ESS and all ancillary units as required) in intended layout.	Ft^2	
Height	Equipment height plus safe clearance distances above the equipment	feet	
Weight	Weight per individual sub-system (PCS, ESS, accessories, etc.), including maximum shipping weight of largest item that will be transported to the project use.	lb	
Grid Communication Protocols/Standards	List of codes/standards with which the ESS is compliant.		
General Description of Energy Storage	Energy storage technology type (e.g. battery type, flywheel, etc.).		
Rated Discharge Energy	Specify the accessible energy that can be provided by the accessible energy that can be provided by the ESS at its AC terminals when discharged at its beginning of life (BOL) and end of life (EOL).	kWh	
Minimum Charge Time	The minimum amount of time required for the ESS to be charged from minimum SOC to its rated maximum SOC.	hr	
Typical Recharge Time	This should include any time for rest a period needed between a full or partial charge or discharge cycle.	kWh/min	
Warranty & Replacement Schedule	Specify warranty inclusions and exclusions, include replacement schedules. Include timespan of warranty and any limitations.		
Expected Availability of System	Percentage of time that the system is in full operation performing application specific functions taking into account both planned and unplanned down-time.	hr/yr	

Warranty/Performance Guarantee: Warranty and battery performance guarantees shall be stated for SEU consideration; minimum 10-year workmanship warranty is expected for all Equipment supplied.

Building Code Requirements: Building code requirements for batteries are typically those contained in the Michigan Residential Code (currently 2015 issue) as supplemented by the Michigan Electric Code (based on the 2023 National Electric Code, NFPA 70).

Grounding: BMS circuits shall be electrically isolated from the battery chassis to prevent ground loops/interference, with a low-impedance path for grounding short circuit and other faults and protecting the SEU customer. Details on standard grounding for residential applications shall be provided.

Cyber Security: The SEU desires that the BMS be offered in a configuration where IEEE 2030.5 cyber requirements are achieved. Commentary on this topic shall be submitted with the proposal.

Web Access/Communications/Controls: The Contractor shall provide a detailed summary of BMS/PCS communications and what access is available remotely for battery/BMS health monitoring, setpoint changes (e.g., minimum state of charge), deployment, remote controls (e.g., changing bias for charging and discharging), and related topics. This is particularly desirable if a packaged inverter/battery solution is offered. Data on standard input/out (I/O), trip points, and alarms shall also be provided. The Contractor shall also identify whether the BMS is compliant with SunSpec Alliance and IEEE communication protocols.

Training: The Contractor shall specify what the SEU training is offered relative to battery/BMS operations, maintenance, diagnostics, and web interface and costs for completing this training both for SEU staff and SEU customers.

O&M Follow-up Support: The Contractor shall specify what warranty response time can be expected by the SEU, as well as availability of after-installation O&M support for the battery and BMS that can be expected (e.g., for software/firmware updates, diagnostics/troubleshooting, battery cell analysis, SEU web interface, and general battery health monitoring).

Service Life and Recycling Opportunities: Contractor to define standard service life (say based on cycle count) and recycling opportunities that exist today

ATTACHMENT B
LEGAL STATUS OF OFFEROR

(The Offeror shall fill out the provision and strike out the remaining ones.)

The Offeror is:

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

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Offeror has examined the basic requirements of this RFP, including all Addendum (if applicable) and hereby agrees to offer the goods as specified in the RFP.

Signature

Date: _____

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT C

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2



ATTACHMENT D

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

ATTACHMENT E
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure 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 any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this document:

Tax Exemption: The City of Ann Arbor ("City") is tax exempt: FEIN # 38-6004534.

Acceptance of Contract: This purchase order is the City's contract to purchase the goods or services attached to this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods or materials ordered herein that occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Vendor must properly package goods to prevent damage. The City will not accept damaged goods. The City reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at Vendor's cost, with no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If goods sold and delivered to the City hereunder are protected by an applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against the City by any person on account of the use or sale of such goods by the City in violation of such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any right given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations and standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer any part of this contract without the written consent of the City, acting through an authorized agent. Any unauthorized assignment may subject the Vendor to immediate termination.

Laws Governing, Severability: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern

Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future law, such term shall be fully severable, and the remaining terms shall not be affected and shall remain in full force and effect.

Prevailing Wage: Vendor must comply with applicable prevailing wage requirements, including the Davis-Bacon Act.

Living Wage: Vendor must comply, when applicable, with the City's Living Wage Ordinance (Chapter 23, City Code).

Non-Discrimination: Vendor must comply with all applicable state, federal, and local non-discrimination laws, including MCL 37.2209 and Chapter 112 of City Code.

Indemnification: To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses, including attorney fees, resulting or alleged to result from any act or omission associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City's payment terms are "net 30." The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices under this contract shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly list item descriptions, quantities, and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the "net 30" begin once the invoice is received by City Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable laws, regulations, rules, and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform, or strictly adhere to any covenant, condition or representation contained within this contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within 10 business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate this contract immediately without the requirement of further notice.