INVITATION TO BID

ITB # 4276

LIGHT RESCUE – FIRE APPARATUS



Due Date: May 23, 2013 by 10:00 A.M.

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

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ADVERTISEMENT TO BID CITY OF ANN ARBOR LIGHT RESCUE FIRE APPARATUS ITB # 4276

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, 301 E. Huron Street, on or before May 23, 2013 by 10:00 AM for the purchase of a Light Rescue Fire Apparatus. Bids will be publicly opened and read aloud at this time.

The selected bidder will supply one medium duty truck configured for use as a light rescue unit, to be construction as specified in this document.

Bid documents, specifications, plans and addendum shall be downloaded by bidders at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) <u>www.mitn.info</u> or City of Ann Arbor web site <u>www.A2gov.org</u>. It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a contract with the City of Ann Arbor: (i) compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of forty-five(45) days.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information may be obtained from the Ann Arbor Procurement Office, (734) 794-6500

CITY OF ANN ARBOR PROCUREMENT UNIT

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of a medium duty, diesel powered truck to be configured for use as a Light Rescue – Fire Apparatus as specified in this document.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications <u>completely</u> or not. Any deviation from the specification must be fully described, in detail on a separate piece of paper entitled "Alternate Proposal".

Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before May 15, 2013 by 2:00 p.m. and should be addressed as follows:

Specification questions emailed to <u>tgibbons@a2gov.org</u> Bid Process and HR Compliance questions emailed to <u>Klancaster@a2gov.org</u>.

Should any prospective Bidder be in doubt as to the true meaning of any portion of this ITB Proposal, the Bidder shall make a written request for an official interpretation or correction. Such requests must be submitted via email to <u>klancaster@a2gov.org</u>.

All requests for Clarification are due on or before May 15, 2013 by 2:00 p.m.

Errors, Omissions, Discrepancies

Any error, omissions or discrepancies in the specification discovered by a prospective bidder shall be brought to the attention of Thomas Gibbons, Financial Analyst - Fleet & Facilities Unit, at tgibbons@a2gov.org as soon after discovery as possible. Further, the bidder shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

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

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder 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 written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before May 23, 2013 at 10:00 a.m. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) additional Bid copy in a sealed envelope clearly marked: **ITB 4276 – LIGHT RESCUE – FIRE APPARATUS.**

Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit, 5th Floor 301 East Huron Street P.O. Box 8647 Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately after bid submission deadline. No immediate decisions are rendered.

Hand delivered bids will be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a Purchase Order Contract to the lowest responsible Bidder. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder. Those who wish to submit a bid to the City are required to carefully review the Purchase Order terms and Conditions (Attachment A).

The acceptability of major subcontractors, as defined below, will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms.

The City will evaluate bids based on cost as well as experience. Bidders that have not included references of similar work experience may have their bids rejected.

<u>NOTE:</u> If cost exceeds \$10,000.00 award will require Human Rights approval and if it exceeds \$25,000.00 it will require City Council approval **Official Documents**

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Alternate" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of forty five (45) days.

Cost Liability

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

Human Rights Information

Below outlines the requirements for fair employment practices under City of Ann Arbor Purchase Order/Contracts. To establish compliance with the City ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance forms or an acceptable equivalent. In the event Human Rights forms are not submitted with the bid, the bidder will have twenty-four (24) hours to provide once requested by the City.

A. Compliance Requirements

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this Proposal, Respondent will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000. If total costs of all services rendered in connection with this Proposal to the City by the Respondent exceed \$25,000, City Council approval will be required.

1. Non-Discrimination by City Contractor(s)

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Human Resources Director prior to

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

Major Subcontractors

The Bidder shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder 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.

Disclosures

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee who's decision shall be final.

Bidder's Certification/Guarantee

By submitting a bid, a bidder certifies that the basic unit and all required components are compatible and are recommended for use in combination by the manufacturer. It shall be the bidder's responsibility to insure that all components operate according to manufacturer's recommendations in regard to operation speed, imposed load, etc., and to deliver a functionally complete unit, complying with good engineering and accepted commercial practice and in accordance with the intent and details of the specifications.

FAILURE TO FULFILL GUARANTEE: In the event of the failure of any equipment within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all equipment furnished under the "detailed specifications" of this ITB.

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

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the

manufacturer of the truck chassis and/or the equipment manufacturer.

Reservation of Rights

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

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Instructions to Bidders, Bid, Bid Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and understands them. The Bidder declares that it is fully informed as to the nature of work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in supplying trucks similar to the vehicles specified.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered ______, the undersigned, as Bidder, proposes to supply vehicles in strict accordance with the specification stated in and all other terms stated in this Bid for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bond and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

In submitting this Bid, it is understood that the right is reserved by the City to accept any

Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

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.

SIGNED THIS _____ DAY OF _____, 201<u>3</u>.

. Bidder's Name

Official Address

Authorized Signature of Bidder

Telephone Number

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other two.)

Bidder declares that it 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 Bid, is authorized to execute contracts.

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of

* An individual, whose signature with address, is affixed to this Bid:

(initial here)

BID FORM 1 Base Bid

LIGHT RESCUE – FIRE APPARARTUS – Please indicate the requested information for each major component listed below:

Chassis:	Model Year:		
	Model :		
	Mfg. By:		
Body:	Model Year:		
	Model No.:		
	Mfg. By:		
Hydraulic Tools: Cutter-			
Culler-		Model #:	
Spread		Model #	
2	Manufacturer:	Model #:	
Ram-	Manufacturer:	Model #:	

Grand Total to purchase Light Rescue - Fire Apparatus and all equipment listed.

TOTAL BID \$_____

CERTIFICATION: We hereby certify that unless otherwise stated the "LIGHT RESCUE – FIRE APPARATUS" in the bid is new, in unused condition and will meet or exceed your specifications in every respect.

Authorized Representative's Signature

Printed Name

Version 04/20/2001

BID FORM 2 Delivery and Service

DELIVERY PROCEDURE OF COMPLETE UNIT: Unit must be delivered ready for Fire Department operation. This includes oil in transmission, oil filter filled, paper removed from doors, tools and equipment mounted, etc., and unit thoroughly washed.

The above service will be performed by: _____

At the following address:

DELIVERY: Delivery of the Light Rescue – Fire Apparatus is desired as soon as possible. At a minimum the unit should be delivered within 120 calendar days after receipt of purchase order.

_____ We can meet delivery schedule.

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

NOTE: The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule.

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

City of Ann Arbor Fleet & Facilities Unit 4251 Stone School Ann Arbor, MI 48108

PARTS AVAILABILITY: Repair parts are should be available within <u>24</u> hours after order.

____ We can meet delivery.

____ We cannot meet the 24 hour limit, but offer the following:_____

NOTE: The City of Ann Arbor reserves the right to reject low bids which do not offer satisfactory parts availability.

PARTS DISCOUNT: Vendor shall allow a _____% discount on parts, which are not covered during the warranty period or after the warranty, has expired.

SERVICE AVAILABILITY: Vendor hereby certifies that service is available for the unit quoted in this ITB, within 24 hours after a request is made:

_____ We can meet service schedule.

_____ We cannot meet the service schedule, but offer the following:______

NOTE: The City of Ann Arbor reserves the right to reject low bids which offer unsatisfactory service availability or service location.

SERVICE LOCATION: The above services will be performed by:

Address:		
Telephone Number:	_	
Contact Person:	-	
The vendor is open for hours of business (service only) from	A.M. to	P.M.,

NOTE: The City of Ann Arbor reserves the right to reject low bids which offer unsatisfactory service availability or service location.

GUARANTEE: The Light Rescue - Fire Apparatus chassis and drive train shall have as a minimum of one (1) years/100,000 miles of actual use or the manufacturer's standard guarantee if greater.

The Light Rescue – Fire Apparatus quoted in this ITB is guaranteed for _____ months of actual use (attach copy of standard guarantee).

TRAINING: The selected bidder shall hold a training seminar at a time agreed to by both The City of Ann Arbor and Bidder on the proper operation and all safety practices that need to be followed when operating the Light Rescue – Fire Apparatus and all supplied equipment for all current employees using this vehicle.

In addition arrangement shall be made for minimum of two (2) mechanics from the Fleet & Facilities Unit and the Master Mechanic of the Fire Services Unit to attend a factory sponsored maintenance class.

Yes, we will provide training at No Charge

____No, we cannot provide training at no charge but will provide it for a total

charge of <u>\$</u>.

Please indicate what is provided for total charge listed above:

Housing
libusing

Meals

BID FORM 3

Major Subcontractors

For purposes of this Purchase Order Contract, a Subcontractor is anyone (other than the Bidder) who performs and is compensated for work at 15% or more of the bid sum or over \$50,000, whichever is less, , directly or indirectly for or on behalf of the Bidder (and whether or not in privity of Contract with the Bidder), but shall not include any individual who furnishes merely the individual's own personal labor or services.

For the work outlined in these documnents the Bidder expects to engage the following major subcontractor(s) to perform the work identified:

Subcontractor (Name and Address)	Work	Amount
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If the Bidder does not expect to engage any major subcontractor, the Bidder MUST complete the foolowing statement:

For the work outlined in this request for bid, the undersigned Bidder does not expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder:

BID FORM 4

References

Include a minimum of three references from government entities/private companies for whom you have provided and configured diesel powered trucks for similar purposes as this bid within the past ten years

Please include a contact name and phone number for all reference listings as well as a description of the work performed for the named reference.

DETAILED SEPCIFICATIONS

The delivered unit MUST meet or exceed all NFPA Standards in place at the time of Delivery

<u>OUANTITY</u>	DESCRIPTION	
One (1)	A 2013 FREIGHTLINER MODEL M2 - 106 CHASSIS WITH APPR G.V.W., WITH 12 FOOT RESCUE BODY OR APPROVED EQUAL FOLLOWS:	
ITEM	SPECIFICATION	Please fill in the following blanks:
<u>CAB:</u>	All aluminum construction two door, extended cab with fiberglass hoc hood insulation. Heated west coast long arm mirrors, with separate 8" arms to be stainless steel or chrome. Chrome grab handles with rubber LED marker lights.	spot mirrors. All mirrors and
	A center console between the driver's and passenger's seat, constructe light gray Zolatone. The console must provide space for map book in f	
	Interior to included, adjustable steering column including both tilt and brake and accelerator pedals Cab heater, defroster, air conditioner an Canceling turn signals, intermittent electric wipers, gauges for Voltme Oil Temp., Water Temp., Air Pressure, Tachometer, and Hour Meter. I windows, (all windows to be tinted), and AM/FM radio with USB input aux devises).	nd air re-circulation switch. Self- ter, Engine Oil Pressure, Engine Power driver and passenger ut jack (for charge and playing
		YesNo
<u>SEATING:</u>	Both drivers and passenger seats shall be premium, high back, air ride with vinyl suspension covers. Complete with seatbelt/shoulder harness combination, air active lumbar, armrest, and cloth covered.	YesNo
<u>COLOR:</u> Exterior	Two color, Black (Dupont Imron # L0001EW) over Red (Dupont Imron # 866137 EW)	Color:
Interior	Opal Gray	Color:
<u>PAINT:</u>	All painted surfaces on the cab and body shall be properly prepared and finished. Using 615S priming pretreatment, 1.5 mil of self etching primer, and Prime NSeal sealer. Color coasts shall be a minimum of 1.5 mils with a minimum o f2 mils of polyurethane clear cost on top. Paint thickness will be checked at time of delivery. All NFPA required chevron and side reflective stripping must be included.	YesNo
GROSS VEHICLE <u>WEIGHT:</u>	33,000 lbs. Min.	G.V.Wlbs.
ENGINE:	Cummins ISL 8.3 liter 330 H.P. at 2200 R.P.M. and 1000 ft/lb Torque at 1400 RPM. Engine must meet EPA 2010 Emissions and 2014 Green House Gas standards	Engine Brand:
		LiterH.P. AtR.P.M.
COOLING SYSTEM:	Largest Available with aluminum construction, silicone radiator & heater hoses, constant tension band clamps, and extended life coolant	YesNo

TRANSMISSION:	Allison 3000 RDS - 6 Speed filled with Allison TranSynd fluid System monitor for fluid, filter and clutch with dash mounted display, and Auto Neutral with Parking Brake activation	YesNo
	Hot shift, Chelsea 277 series PTO with dash mounted switch and indicator light.	YesNo
AXLES: Front axle:	Set Back, Detroit model DA-F-12.0-3 with 12,000 lb. capacity.	Front:lbs.
	Axle to be filled with synthetic gear lube and include grease zerk at tie rod ends, kingpins, and draglink ball joints.	YesNo
Rear axle:	Dana Spicer model RS23-160 with 23,000 lbs capacity and filled with synthetic gear lube and driver controlled differential lock	Rear:lbs.
DIFFERENTAL:	Ratio: 5.63	YesNo
MAIN DRIVE LINE:	MXL 17T Meritor with half round yokes	YesNo
SUSPENSION:		Front:lbs.
Front Springs	12,000 Lbs. Dual Taper leaf spring with shocks absorbers	YesNo
Rear Springs	Hendrickson Primaax EX 23,000 air ride suspension with dual leveling valves, dash mounted dump valve, and indicator light	Rear:lbs.
STEERING:	Full power, TRW THP 60 pump with cooler and frame mounted reservoir	YesNo
BRAKES:	Bendix 18.7 cfm air compressor, Bendix model AD-IS air drier with heater, mounted to the outside of the frame rail. Aluminum air tanks with "pull cord" drain valves.	YesNo
	Under dash mounted Accu Power model POD 80500 auxiliary trailer brake controller	YesNo
Front	Bendix ADB22X Air Disc Brakes with dust shields and gusseted cam brackets	YesNo
Rear	Bendix ADB22X Air Disc Brakes with gusseted cam brackets. Dust shields on all axles. Wabco anti-lock brake system	YesNo
WHEELBASE:	150" to 176" maximum	Wheel Base
FRAME:	Minimum of 10 3/16" X 3 ¹ / ₂ " X 11/32" with frame components assembled using Huck Bolt chassis fasteners. Inside front frame mounted tow hooks and 14" Chrome steel bumper with collapsible ends set 3" forward	YesNo
WHEERS. Erect		YesNo
WHEELS: Front Rear	Polished Aluminum, 22.5 X 8.25 ISO, 10 hole hub piloted Polished Aluminum, 22.5 X 8.25 ISO, 10 hole hub piloted	YesNo
	Wheel spacers shall be installed on the front and rear wheels as well as between the duel rear wheels	YesNo
TIRES: Front	11.00 R 22.5 14 ply Michelin XZE2	YesNo
Rear	11.00 R 22.5 14 ply Michelin XDA5+	YesNo
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CHASSIS ELECTRICAL <u>SYSTEM:</u>	320 Amp Prestolite/Leece Neville alternator that generates 260 amps at idle, two (2) Alliance 1131 - 12-volt heavy duty batteries. Batteries to be mounted under curb side cab step. Battery jumper terminals mounted under hood on frame rail.	YesNo
	IOTA model DLS-45, 45 amp 12-volt DC battery charger with automatic overcharge protection and Kussmaul auto eject shoreline connection, located behind driver's door.	YesNo
	All wiring connections shall be "Weather Pac" brand.	YesNo
EXHAUST SYSTEM:	Certified 2010 Emission Compliant with Single curbside horizontal after treatment system.	YesNo
CHASSIS SAFETY <u>EQUIPMENT:</u>	Low Air Light and Alarm mounted inside Cab, "Ecco" model 510 Electric Back Up Alarm with a minimum decibel rating of 97 db and must meet all MIOSHA standards. All components of the backup alarm must be contained in a weather resistant housing and be mounted to the rear of the truck, facing out away from the truck.	YesNo
APPERATUS BODY:	The body shall be constructed of 3/16" #5052 aluminum sheet, #3003 bright aluminum diamond plate and structural aluminum extrusions. The body shall be of the modular design to allow for proper flexing of the truck chassis.	YesNo
	The body shall be custom built and engineered for proper load distribution on the chassis. An insulator material shall be used where aluminum and steel are in contact to prevent corrosion.	YesNo
	The ceilings, sidewalls and floors of the body compartments shall be constructed of 3/16" 5052-H32 smooth aluminum plate with a tensile strength range of 32,000 to 44,000 psi. Continuous 5356 fill welding shall seal compartment panels.	YesNo
	The framework shall be constructed of aluminum alloy 6063-T5 extrusions with a tensile strength of 35,000 psi. There shall be no more than 1/4" between outer and inner walls. The compartment extrusions shall be slotted full-length on backside for uniform fitting of the aluminum plate work that forms the compartment interiors.	YesNo
	The aluminum extrusion profiles shall incorporate 1" x 1-3/4" recessed continuous door seal at the bottom of the compartment. The extrusions shall be designed to allow unobstructed, sweep-out floors in all compartments.	YesNo
	The front, top, and rear surfaces of body shall be covered with .125" bright aluminum diamond tread plate. The forward and rear recessed surfaces shall be flush with the corner extrusions. The compartment tops shall extend downward over the extrusions and form a drip molding. The material shall be .125 aluminum tread plate with approved aerated service for walking.	YesNo
	The compartment assemblies are to be fastened to the sub-frame with mechanical Huck-type bolts.	YesNo
	Each compartment shall be properly vented with louvers.	YesNo

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Rear Step Compartment:	A compartment provided at the rear step. The compartment shall be approximately 40" wide x 54" high x 43" deep inside. The compartment shall be provided with a roll-up door.	YesNo
	The compartment shall contain a Slide-Master pullout drawer installed on the floor of the compartment. The drawer shall have a distributed load capacity of 600 lbs. and be capable of extending 70% of its depth. The tray shall be fabricated of .188" aluminum plate and have a formed lip that measures 2".	YesNo
	The extrication equipment shall be mounted to this tray.	YesNo
Curb Side Compartments :	L1 - A compartment ahead of the rear wheels approximately 37" wide x 54" high x 27-1/4" deep below the frame rail, full transverse above the frame rail.	YesNo
	This compartment shall contain an adjustable vertical slide-out tool board with a 250 lb. capacity, mounted on unistrut tracks. Provisions shall be made to mount and SCBA, a halligan bar, and a set of turnout gear. In addition the compartment shall include a Streamlight Light Box with charger. Extra compartment lights provided and located as needed to properly illuminate the compartment	YesNo YesNo
	L2- A compartment above the rear wheels, approximately 61-1/2" wide x 42" high x full transverse.	YesNo
	The bottom of this compartment shall be configured for the storage of one backboard, and a minimum of two 6' pike poles and two 6'New York hooks with pry ends. Above these items shall be a full width, pull out - drop down shelve with mounting system for various hand tools and equipment.	YesNo
	L3 - There shall be a compartment behind the rear wheels approximately 37 " wide x 54" high x $27-1/4$ " deep.	YesNo
	The bottom of the compartment shall have a rack for the storage of a minimum of 12 SCBA tanks. Immediately above the storage rack shall be a full depth pull-out tray with a minimum capacity of 250 lb. above which shall be two shelves with adjustable height. All shelves shall mounting system for tools and equipment.	YesNo
Street Side Compartments:	R1 - A compartment ahead of the rear wheels approximately 37" wide x 54" high x 27-1/4" deep below the frame rail, full transverse above the frame rail.	YesNo
	This compartment shall contain an adjustable vertical slide-out tool board with a 250 lb. capacity, mounted on unistrut tracks. Provisions shall be made to mount and SCBA, a halligan bar, and a set of turnout gear. In addition the compartment shall include a Streamlight Light Box with charger. Extra compartment lights provided and located as needed to properly illuminate the compartment	YesNo
	R2 - A compartment above the rear wheels, approximately $61-1/2$ " wide x 42" high x full transverse.	YesNo
	See L-2 for lower area. Compartment shall include a full width, pull out - drop down shelve with mounting system for various hand tools and equipment.	YesNo
	R3 - A compartment behind the rear wheels approximately 37" wide x 54" high x 27-1/4" deep.	YesNo
	The bottom of the compartment shall have a rack for the storage of a minimum of 12 SCBA tanks. Immediately above the storage rack shall be a full depth pull-out tray with a minimum capacity of 250 lb. above which shall be two shelves with adjustable height. All shelves shall mounting system for tools and equipment.	YesNo

Compartment Doors:	Each compartment shall be equipped with R.O.M Robinson Shutter doors. The door slats shall be double wall box frame, manufactured from anodized aluminum with a satin finish. The doors shall have the following features:	YesNo
	• Concave individual slat design to prevent loose equipment from hindering door operation.	YesNo
	• Co-Extruded stretch resistant inner seal between slats to prevent metal-to-metal contact and inhibit moisture and dust penetration.	YesNo
	• Interlocking swaged/dimpled end shoes shall be utilized to provide a tight fitting assembly and allow for easy removal in the event of damage.	YesNo
	• Effective counter-balancing for ease of lifting and lowering the doors.	YesNo
	• One-piece side rail and track to provide an unobstructed slide area and reduce the risk of binding.	YesNo
	• Non-abrasive replaceable water and dust barrier to keep compartment equipment clean and dry.	YesNo
	• A magnetic type switch integral to the door shall be supplied for door ajar indication and compartment light activation.	YesNo
	• A full width positive latch bar shall be operable with one hand, even with heavy gloves.	YesNo
	A door open indicator light shall be provided in the cab.	YesNo
Upper Body Compartment:	There shall be four (4) compartments parallel to the sides of the body, two (2) on each side. Each compartments shall be 72" long x 29" wide x 17" deep.	YesNo
	The side compartments shall be open under each door sill to allow for long equipment. The outside walls of each compartment shall be double walled and shall have a lift-up type doors hinged on the outboard side.	YesNo
	Each door shall be fabricated from 3/16" aluminum tread plate with two (2) pneumatic type cylinders, one (1) at each end, attached to cast aluminum brackets mounted to the interior surface of the door to hold the door in both the opened and closed positions.	YesNo
	Each door shall be mounted using 16" long, equally paced, 14 gauge stainless steel hinges, with 1/4" stainless steel pin. A polyester barrier film gasket shall be placed between stainless steel hinge and the body.	YesNo
	Each door shall overlap a 2" vertical lip on the body roof to prevent entry of moisture, a sealed with automotive type rubber molding to provide a weather resistant, a chrome 7" handle bolted to center of the door.	YesNo
	Each compartment shall have a horizontally mounted LED light on the underside of the door. The light and NFPA Door Ajar System shall be automatically activated by an individual switch per compartment.	YesNo

Upper Body Walkway:	An upper body walkway shall be provided at the center of body and recessed into the roof structure. The walkway shall be finished with NFPA compliant 3/16" aluminum tread plate with continuously welded seams to prevent moisture penetration into apparatus body. Drains shall be installed at front of walkway to allow water to drain to the ground through flexible drain hose.	YesNo
	There shall be two (2) LED lights provided to illuminate the upper body walkway area. The lights shall be activated when the parking brake is set.	YesNo
	Access to walkway shall provided by a ladder located at the rear of the apparatus. The ladder shall be a Ziamatic model RL-2-6 "Quick-Lift" swing out and fold down type.	YesNo
	The ladder shall be constructed of 1.25" heavy-wall aluminum tubing and cast aluminum rungs with a non-skid footing surface. Each step shall be 3.00" deep x 15.5" wide.	YesNo
Air Bottle Compartments:	There shall be four (4) SCBA bottle compartments located in the fender wells of the apparatus body, two (2) each side. These are in addition to the bottle storage in the compartments L-3 and R-3	YesNo
Body Rub Rails	The body shall be equipped with anodized aluminum channel style rub rails at the sides. Rub rails shall be spaced away from the body by 1/2" polymer spacers. The rub rails shall be polished to a bright finish.	YesNo
Running Boards and Rear Step	All running boards shall be .155 thick load bearing aluminum tread plate bright-annealed finish with edges flanged down for added strength and flanged up to form kick plates.	
	All non-load bearing aluminum shall be .125" thick bright annealed finish. In areas where aluminum tread plate shall function as a load-bearing surface, there shall be a heavy steel sub-structure consist of 3" channel and 1-1/2" angle welded support.	
	The aluminum shall be insulated from the steel by closed cell foam body barrier material.	
BODY ELECTRICAL:	All electrical wiring in the body shall be XLP cross link-insulated type. Wiring is to be color-coded and include function codes every three (3) inches. Wiring harnesses shall be routed in protective, heat resistant loom, securely and neatly installed.	YesNo
	A power distribution center shall be provided in an accessible, central locations. The power distribution center shall contain automatic thermal self-resetting breakers which utilize circuits which amp loads are substantially lower than the respective component rating.	YesNo
	Power distribution center shall include labels to aid in troubleshooting and have accessory breakers and relays for future installations. The unit build must provide a color coded wiring schematic with the vehicle.	YesNo

ELECTRICAL	The apparatus shall be equipped with a Smart Power hydraulic 6KW	
GENERATOR:	generator complete electrical power generation system.	YesNo
	The generator and wiring shall conform to present National Electric Codes as outlined in the National Fire Protection Association	
	Standards.	YesNo
	The output of the generator shall be controlled by an internal	
	hydraulic system powered off the PTO on the transmission. An electrical instrument gauge panel shall be provided for the operator	
	to monitor and control all electrical operations and output. The	
	generator shall be operable anytime that the apparatus engine is running and meeting the minimum range of 950 RPM's	YesNo
	Power from the generator shall be past thought a breaker panel with spaces for a minimum of 8 breakers to be located in the rear compartment.	YesNo
	From the breaker panel power shall be run to two Hannay Model ECR1616-17-18 electric rewind cable reels mounted in the top of the rear compartment. Each reel shall come complete with 200 feet of 10/3 Seoprene Water-resistant (SOW) yellow jacketed cable, A Hannay Type "C" roller, assembly and HS-3 cable stop ball. The	
	cable shall terminate with a Daniel Woodhead, lighted, four-way receptacle box with four twist lock receptacles. The box shall be securely mounted in the immediate area of the cord reel. The	
	mounting shall be a fabricated aluminum bracket equipped with a Velcro strap to secure the box.	YesNo
	Two (2) separate 25', 20 amp. Extension cords with twist lock connectors shall be included.	YesNo
LIGHT SYSTEMS:	All Lighting shall be LEDs unless specially stated otherwise.	
Compartments:	Each compartment shall be equipped with two (2) LED light strips which shall provide a consistent pattern to illuminate to entire compartment.	YesNo
Spot Lights	Two Unity brand model 204016-002 LED spot lights mounted one in each the A and B pillar	YesNo
Body Mounted Tail/Stop/Turn Lights:	The lights are to be Whelen 600 LED style and must exceed SAE requirements. The turn signal shall and be populated in an arrow pattern, amber in color. The backup lights are to be halogen. One	
	opening shall be open to accept a 600 series warning light.	YesNo
Step Lights:	The cab running board area shall be illuminated by Whelen 2G 4" diameter LED lights mounted one each side on the front of the body in chrome flanges. One Weldon 2631 LED shall be mounted under each step on the rear of the body to illuminate the tailboard and the steps.	YesNo
Ground Lighting:	The apparatus shall be equipped with lighting capable of illumination to meet NFPA requirements. Lighting shall be provided at areas under the driver and crew riding area exits and shall be automatically activated when the exit doors are opened.	YesNo
	The ground lights shall be Truck-lite® LED model #44042C. Lighting required in other areas such as work areas, steps and walkways shall be activated when the parking brake is applied, provided the ICC lights are on.	Yes No

Scene Lighting	YesNo	
OPTICAL WARNING <u>SYSTEM:</u>	The optical warning system shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way and the other mode shall signal that the apparatus is stopped and is blocking the right-of- way.	YesNo
	Switching shall be provided that senses the position of the parking brake.	YesNo
	A master optical warning device switch shall be provided to Energize all of the optical warning devices provided.	YesNo
	All lights shall operate at not less than the minimum flash rate per minute as specified by NFPA.	YesNo
Upper Level Warning Lights	Mounted to the front roof of the vehicle shall be one Whelen Freedom 60" Model FN60QLED NFPA 1901compliant light bar, with eight LED modules (six red LED and two clear LED heads)	YesNo
	The right of the body shall have two Whelen 900 series red Super LED lights mounted at each body corner, in chrome flanges.	YesNo
	The Rear of the body shall have two Whelen 900 series red Super LED lights mounted in chrome flanges.	YesNo
	The left side of the body shall have two Whelen 900 series red Super LED lights mounted in chrome flanges.	YesNo
Lower Level Warning Lights:	The front grill of the chassis shall have two Whelen 500 series red lights mounted one each side	YesNo
	The right side of the vehicle shall have one 500 series red light mounted on the side of the hood, and one Whelen 600 series red LED red light mounted on the body side over the wheel well.	YesNo
	The rear of the body shall have two Whelen 64R00FRR LED, red lights mounted one each side.	YesNo
	The left side of the vehicle shall have one 500 series red light mounted on the side of the hood, and one Whelen 600 series red LED red light mounted on the body side over the wheel well.	YesNo
Sirens:	YesNo	

HURST EDRAULIC <u>RESCUE TOOLS:</u>	The following rescue tools are to be provided and mounted on the pull out tray in the rear compartment.		
	One Hurst model S700e Cutter package	Yes	_No
	One Hurst model SP300E Spreader package	Yes	
	One Hurst model R411E Ram package	Yes	
	One Hurst model SC35E combination package	Yes	
	One Hurst Quick Kick Ram Support (PN 247R028)	Yes	
	One Hurst Moditech VIN Edition (PN 510R084) including 3 years of renewals	Yes	
	Above the pull out tray, on a separate shelve shall be mounts a minimum of three battery charges with spare battery for the Hurst tools and storage for three additional batteries.	Yes	_No
	The battery charges shall be powered by the electric shoreline when vehicle is in the station and by the vehicles electrical system when the vehicle is on scene.	Yes	_No
RESCUE EQUIPMENT:	The following list of equipment MUST be supplied and MOUNTED in the delivered apparatus. The final location of equipment will be determined by Fire Department staff at the pre construction meeting.	Please indicate that all items listed will be included.	
	 1-Hurst Vetter Air lifting Bags set 2-Pressure Regulator -1600026200 2-Deadman Controller - 10000004500 2-32' hose with shut off, yellow - 1000003600 2-32' hose with shut off, red - 1000003800 2-32' hose with shut off, gray - 1000003900 2-32' hose with shut off, blue - 1000003900 2-32' hose with shut off, green - 1000004000 2-Pressure Adapters - 1000006300 2-Y"' connectors -1000007100 2-Adapter Sets - 1600012501 2-S. Tec V1 - 1315000100 2-S. Tec V4 - 1315000200 2-S. Tec V14 - 1315000500 2-S. Tec V14 - 1315000600 4-S. Tec V22 - 1315000700 2-S. Tec V41 - 1315001100 1-S. Tec V50 - 1315001300 	Yes	_No
	 1-Campbell ASOS 16" 3/8" Grade 100 Chain Sling 1-Crosby Eliminator Single 3/8", - 1049813 1-Rescue 42 Jack Mate 1-Rescue 42 O-Plate Junior 2-Rescue 42 Strut Jack – CTC503 1-Rescue 42 Strut Truck Kit – CTC-6002 4-Rescue 42 Picket, – CTC520 		

<u>RESCUE EQUIPMENT:</u> Continued	1-Rescue Jack- Hi-Lift model FR-605	Please indicate that all items			
Continued	1-Hurst KS V11Chain Package -364C018	listed will be included.			
	1-Hurst Ram Extension – 27408100	YesNo			
	2-Hurst Adapter Plug – 272080412				
	1-Ajax 911 RK Super Duty Kit				
	1- Dewalt model DW311K reciprocating saw				
	1- Stihl model MS290-20 chain saw				
	1- Cutters Edge model 2100 series multi cut saw				
	1- Cutters Edge model CE807R circular saw				
	1-elevator rescue kit				
	1- Steck model 329955 Big Easy Glo/Easy Wedge kit 32903 Big Easy loop vehicle lock out kit-				
	1-Junkin model JSA-200 Stretcher Basket and all necessary securing hardware for rescue event				
	1-Junkin model JSA-300-X-C lifting brindle				
	1-Backboard				
SAFETY EQUIPMENT:	The following list of equipment MUST be supplied and MOUNTED in the delivered apparatus. The final location of equipment will be determined by Fire Department staff at the pre construction meeting.	Please indicate that all items listed will be included.			
	3-Fire Extinguishers, one Dry Chemical, one CO2, and one pressurized water	YesNo			
	1- HeartStart FR3 Defibrillator Bundle Pack with ECG				
	2- sets Smart Pads 3 defibrillation pad set				
	2 Infant/Child Keys				
	2 Rigid Cases				
	1 replacement battery				
	5- Fluorescent orange 28" traffic cones, each equipped with a 6 in. retro reflective white band no more than 4 in. from the top of the cone, and an additional 4 in. retro reflective white band 2 in. below the 6 in. band				
	5- illuminated warning devices such as highway flares (unless the five fluorescent orange traffic cones have illuminating capabilities)				
	2-traffic vest each vest to comply with ANSI/ISEA 207, <i>Standard for High-Visibility Public Safety Vests</i> , with five-point breakaway feature (two at the shoulders, two at the sides, and one at the front)				
	1-Scott Thermal model TIP2BBKRL210B2 imaging camera with vehicle charge station				
	1-Scott RIT (rapid intervention team) pack				
	1-RKI Instruments model GZ2012 four gas air monitor				
	2- wheel chocks each designed to hold the apparatus, when loaded to its maximum in-service weight, on a 10 percent grade with the transmission in neutral and the parking brake released				

SAFETY EQUIPMENT: CONTINUED	 4- NRS Extrasport model # 2171 Life Jackets each to include a NRS ACR Firefly flashlight/strobe and one Gerber model 22-41028 River Shorty knife 4- NRS model 2213 Cold water suits with NRS Havoc livery Helmet 	Please indicate that all items listed will be included. YesNo				
	model # 2042, (2 size Large and 2 size X-Large) 4-NRS Workboot wet shoe model # 2338 9ipair in each size 9, 10, 11, and 12)					
	1-First Aid Kit					
HAND TOOLS:	All items to be stored in two Craftsmen 3 drawer metal tool chest.	Please indicate that all items				
	1- 6 lb flathead axes	listed will be included. YesNo				
	1- 6 lb pick-head axes					
	2- claw tools					
	2-12 lb sledgehammers					
	4- combination spanner wrenches					
	1- pair of bolt cutters, 36" in. minimum					
	1- box of tools to include the following:					
	1-hacksaw with three blades					
	1- keyhole saw					
	1- 12 in. pipe wrench					
	1-24 in. pipe wrench					
	1-ballpeen hammer					
	1-pair of tin snips					
	1-pair of pliers					
	1-pair of lineman's pliers					
	Craftsmen 223 pc. Mechanics Tool Set (or similar)					
MISCELLANEOUS TOOLS:	The following list of equipment MUST be supplied and MOUNTED in the delivered apparatus. The final location of equipment will be determined by Fire Department staff at the pre construction meeting.	Please indicate that all items listed will be included.				
	1- 150 ft light-use life safety rope meeting the requirements of NFPA 1983, Standard on Fire Service Life Safety Rope and System Components	YesNo				
	2- 150 ft utility ropes having a breaking strength of at least 5000 lb					
	2 - Flat shovel					
	1 - Spade shovel					
	1 - Street/Shop broom					
	6-Salvage covers, 12'X18' blue tarp style					
		l				

MISCELLANEOUS <u>ITEMS:</u>	 Fluid capacity plate affixed below driver's seat. Chassis filter part number plate affixed below driver's seat. Tire pressure label near each wheel location. Maximum rated tire speed plaque near driver. Cab occupancy capacity label affixed next to transmission shifter. Do not wear helmet while riding plaque for each seating position. NFPA compliant seat belt and standing warning plates provided. 	Yes No Yes No
MANUALS:	One operation manuals, one service manual, and one parts manual for each of the following Truck Chassis, (including a Laminated line setting ticket or build sheet for each chassis) Rescue Body (must include wiring diagram) Hurst model S700E cutter Hurst model SP300E spreader All manuals shall including manufactures, parts break downs and part numbers for all hydraulic cylinders <u>NOTE:</u> Note: The City reserves the right to withhold a minimum of \$500.00 from payment until all manuals are supplied	YesNo YesNo YesNo YesNo
IDENTIFICATION <u>PLATES:</u>	A manufacturer identification plate shall be fastened to each major component and include the manufactures name, model number and serial number.	YesNo

APPENDIX A - CONTRACT COMPLIANCE FORMS

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 Contract Compliance Forms (attached).*

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- Form #1 should contain the employment data for the entire corporation.
- Form #2 should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization's president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact: Procurement Office of the City of Ann Arbor

(734) 794-6500

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 HUMAN RIGHTS OFFICE CONTRACT COMPLIANCE FORM

Entire Organization (Totals for All Locations where applicable) Name of Company/Organization_____ Date Form Completed_____ Name and Title of Person Completing this Form Name of President County_____ Phone #_____ Address_ (Area Code) (Zip) (Street address) (City) (State) Fax# Email Address (Area Code) EMPLOYMENT DATA Number of Employees Job Categories (Report employees in only one category) Male Female American Indian Asian White Black Hispanic or Native White Black or Hispanic Native Hawaiian American Indian Asian or or Hawaiian or or Other Pacific African Latino or Alaska Native African Latino or Alaskan Native TOTAL American Other Pacific American Islander COLUMNS Islander A-L B С D F G Н Ι J K L А Е Exec/Sr. Level Officials Supervisors Professionals Technicians Sales Admin. Support Craftspeople Operatives Service Workers Laborers/Helper Apprentices Other TOTAL PREVIOUS YEAR TOTAL **Questions about this form?**

9/03

Call (734)794-6500

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE

Form #1

CONTRACT COMPLIANCE FORM

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization Date Form Completed														
Name and Title of Per	Name and Title of Person Completing this Form								Name of President					
Address							County		Phor	ne #				
(Street add	ress)	(City	r)		(State)	(Z	Cip)				(Area Co	ode)		
Fax#				Email Addr	ess									
(Area Code)							MPLOY	MENT DA	ТА					
	Number of Employees													
Job Categories	(Report e Male					rt employees in only one category) Female								
	White	Black or	Asian	Hispanic or	Native	American Indian	White	Black or	Asian	Hispanic or	Native	American Indian		
		African American		Latino	Hawaiian or Other Pacific Islander	or Alaska Native		African American		LatinO	Hawaiian or Other Pacific Islander	or Alaskan Native	TOTAL COLUMNS	
	Α	В	С	D	E	F	G	Н	Ι	J	K	L	A-L	
Exec/Sr. Level Officials														
Supervisors														
Professionals														
Technicians														
Sales														
Admin. Support														
Craftspeople														
Operatives														
Service Workers														
Laborers/Helper														
Apprentices														
Other														
TOTAL														
PREVIOUS YEAR TOTAL														

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Questions about this form? Call 734-794-6500

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 is tax exempt, ID# 38-6004534.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the reverse front side of 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 of purchase contained 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 and materials ordered herein which may for any reason 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: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the 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 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 an article sold and delivered to the City hereunder shall be protected by any 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 it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under 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 power 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 agreement 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/standards, must be provided by the Vendor to the City at the time of purchase.

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

Laws Governing: 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.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements

and/or the Davis-Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and City Ordinance Chapter 112, Section 9:161.

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's 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 of Ann Arbor'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 for goods and services shall be emailed to <u>accountspayable@a2gov.org</u>. 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 listed 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 Accounts Payable. **Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local 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 the 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 ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.