CITY OF ANN ARBOR INVITATION TO BID



Utility Infrastructure Materials

ITB No. 4511

Due Date: September 12, 2017 at 10:00 AM (Local Time)

Public Services Area Public Works Unit

Issued By:

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

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City of Ann Arbor Standard Purchase Order Terms and Conditions City of Ann Arbor Vendor Conflict of Interest Disclosure Form City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of utility infrastructure materials based on the specifications provided herein.

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

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. 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 the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on a clearly marked "Alternate" section of Bid form.

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 **August 31**, **2017 at 5:00 p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Chris Elenbaas, celenbaas@a2gov.org Bid Process and Compliance questions emailed to Colin Spencer, cspencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

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) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org 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 **September 12, 2017 at 10:00 a.m. (Local time).** 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) Bid copy in a sealed envelope clearly marked: ITB No. 4511 – Utility Infrastructure Materials.

Bids must be addressed and delivered to:

City of Ann Arbor Procurement Unit, c/o Customer Services, 1st Floor 301 East Huron Street Ann Arbor, MI 48104

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

The following forms provided within this ITB Document must be included in submitted bids.

- Vendor Conflict of Interest Disclosure Form
- City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit or City Customer Service at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 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 for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

Official Documents

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 Official copies. Addenda and other bid information will only be posted to these official distribution sites. 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.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination 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 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.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor 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 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 Vendor Conflict of Interest Disclosure Form is attached.

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

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

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 bidder 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 whose decision shall be final.

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.

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 City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

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 deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

Bidder further agrees that the cited provisions of Chapter 14 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

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.

	SIGNED THIS	DAY OF	, 201
Bidder's Name		Authorized Si	gnature of Bidder
Official Address		(Print Name o	of Signer Above)
Telephone Numb	 er	Email Addres	s for Award Notice

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

* A corporation	organized and doing bu	siness under the laws of the	State of	
	, for whom		, bearing the office t	itle
of	, whose signature	e is affixed to this Bid, is auth	orized to execute contrac	ts.
NO	OTE: If not incorporated in Mic	chigan, please attach the corporation	's Certificate of Authority	
		ousiness under the laws of title of	he State of,	
whose signature LLC.	e is affixed to this propo	osal, is authorized to execute	contract on behalf of the	
of	organized under the law , whose members are parate sheet if necessal	ws of the state of e (list all members and the s ry):	and filed in the countreet and mailing address	nty of
* An individual, v	whose signature with ac	ddress, is affixed to this Bid:	(initial here)	
Authorized Offic	cial		(initial nere)	
		Date	, 201_	
(Print) Name		Title		
Company:				
Address:				
Contact Phone ()	Fax ()		
Email				

BID FORM

Section 1 - Schedule of Prices

Vendor:			

Project: ITB 4511 - Utility Infrastructure Materials

- 1. Quantities are only estimates and not guaranteed. Where an estimated quantity of zero (0) is identified, provide a unit price for the material, but do not include in the total bid price.
- 2. The pricing provided under this ITB shall be firm for one (1) year from the date of City Council approval, which is anticipated in October 2017. If there is a required price increase for any or all groups prior to the one (1) year price expiration, append information detailing the proposed price increases.
- 3. Bidders may elect to bid on individual bid groups or the entire bid package. For a bid group to be deemed complete, the bidder must provide pricing on all items within the group. The City, at its sole discretion, may elect to award individual bid groups to separate bidders, or award all bid groups to one bidder.
- 4. Each bid group includes a line item for the purchase of unlisted parts of a similar nature or type. The bidder must provide the percent discount from the Manufacturer's list price for items that are similar to those identified in the bid group, such as an unlisted size or alternate material. As manufacturer list prices change, the net price to the City will automatically change.

Group 1 : Ductile Iron Fittings

(Individual fittings shall be provided with accessory packs including standard MJ glands, cor-blue bolts and plain rubber gaskets.)

Item	Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
1	BEND, 12" 22 1/2 DEGREE MJ	0	\$	\$ <u> </u>	_
2	BEND, 16" 22 1/2 DEGREE MJ	0	\$	\$ <u> </u>	
3	BEND, 20" 22 1/2 DEGREE MJ	0	\$	\$ <u> </u>	

4	BEND, 8" 45 DEGREE MJ	0	\$ \$	
5	BEND, 12" 45 DEGREE MJ	0	\$	
6	BEND, 16" 45 DEGREE MJ	0	\$	
7	TEE, 4", MJ	0	\$ \$	
8	TEE, 6", MJ	0	\$ \$	
9	TEE, 8", MJ	4	\$	
10	TEE, 12", MJ	0	\$	
11	TEE, 6" x 4", MJ	0	\$	
12	TEE, 8" x 6", MJ	4	\$ \$	
13	TEE, 12" x 4", MJ	0	\$ \$	
14	TEE, 12" x 6", MJ	4	\$ \$	
15	PLUG, 4" MJ	2	\$	
16	PLUG, 6" MJ	2	\$	
17	PLUG, 8" MJ	2	\$	
18	PLUG, 12" MJ	2	\$	
19	PLUG, 16" MJ	2	\$	
20	REDUCER, 4" X 3", MJ x MJ	2	\$	
21	REDUCER, 6" X 4", MJ x MJ	0	\$	
22	REDUCER, 8" X 6", MJ x MJ	4	\$	

23	REDUCER, 12" X 6", MJ x MJ	0	\$ \$
24	REDUCER, 12" X 10", MJLEB x PE	0	\$ \$
25	REDUCER, 16" X 12", MJ x MJ	0	\$ \$
26	REDUCER, 20" X 12", PE x MJSEB	0	\$ \$
27	CAP, 4" MJ	2	\$ \$
28	CAP, 6" MJ	2	\$ \$
29	CAP, 8" MJ	2	\$
30	CAP, 10" MJ	2	\$
31	CAP, 12" MJ	2	\$
32	SLEEVE, SOLID 4"x12" DUAL PURPOSE	3	\$
33	SLEEVE, SOLID 6"x12" DUAL PURPOSE	15	\$
34	SLEEVE, SOLID 8"x12" DUAL PURPOSE	8	\$
35	SLEEVE, SOLID 10"x12" DUAL PURPOSE	2	\$
36	SLEEVE, SOLID 12"x12" DUAL PURPOSE	0	\$
37	SLEEVE, SOLID 4" MJ SHORT	10	\$
38	SLEEVE, SOLID 4" MJ LONG	10	\$
39	SLEEVE, SOLID 6" MJ SHORT	17	\$
40	SLEEVE, SOLID 6" MJ LONG	10	\$
41	SLEEVE, SOLID 8" MJ SHORT	10	\$

42	SLEEVE, SOLID 8" DI MJ LONG	20	\$	\$					
43	SLEEVE, SOLID 10" MJ SHORT	7	\$	\$					
44	SLEEVE, SOLID 10" MJ LONG	2	\$	\$					
45	SLEEVE, SOLID 12" MJ SHORT	8	\$						
46	SLEEVE, SOLID 12" MJ LONG	4	\$						
47	SLEEVE, SOLID 14" MJ SHORT	3	\$	\$					
48	SLEEVE, SOLID 14" MJ LONG	3	\$						
49	SLEEVE, SOLID 16" MJ SHORT	0	\$						
50	SLEEVE, SOLID 16" MJ LONG	1	\$						
51	SLEEVE, SOLID 20" MJ SHORT	8	\$	\$					
52	SLEEVE, SOLID 20" MJ LONG	0							
53	SLEEVE, SOLID 24" MJ SHORT	3	\$	\$					
54	SLEEVE, SOLID 24" MJ LONG	3	\$	\$					
55	SLEEVE, SOLID 30" MJ SHORT	2	\$	Φ.					
			Group 1 Subtota	ıl \$					
		U	nlisted Ductile Iron Fittin						
	Percent Discount from List Price %								

Group 2: Ductile Iron Mechanical Joint Restraint Glands

(Individual Mechanical Joint Restraint Glands to be provided with Cor-blue bolts and plain rubber gasket.)

Item	Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
56	GLAND, 4" MJ JOINT RESTRAINT	10	\$	\$	
57	GLAND, 6" MJ JOINT RESTRAINT	25	\$	\$	
58	GLAND, 8" MJ JOINT RESTRAINT	25	\$	\$	
59	GLAND, 10" MJ JOINT RESTRAINT	4	\$	\$	
60	GLAND, 12" MJ JOINT RESTRAINT	4	\$	\$	
61	GLAND, 16" MJ JOINT RESTRAINT	0	\$	\$	
62	GLAND, 20" MJ JOINT RESTRAINT	0	\$	\$	
63	GLAND, 10" MJ	0	\$	\$	
64	GLAND, 16" MJ	0	\$	\$	
			Group 2 Subto	otal \$	
		lands Price	%		

Group 3: Ductile Iron Pipe

(Ductile Iron Pipe shall be provided in nominal 18-foot laying length sections. Quantity is for individual pipe sections.)

Item	Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
65	PIPE, DUCTILE IRON 4"	4	\$	\$	-
66	PIPE, DUCTILE IRON 6"	5	\$	\$	
67	PIPE, DUCTILE IRON 8"	2	\$	\$	-
68	PIPE, DUCTILE IRON 10"	1	\$	\$	
69	PIPE, DUCTILE IRON 12"	2	\$	\$	
70	PIPE, DUCTILE IRON 16"	0	\$	\$	
71	PIPE, DUCTILE IRON 20"	1	\$	\$	
72	PIPE, DUCTILE IRON 24"	1	\$	\$	
73	PIPE, DUCTILE IRON 30"	1	\$	\$	
			Group 3 Subt	otal \$	
		n Pipe Price %			

Group 4: Fire Hydrants

Item	Decription	Estimated Quantity	Uni	it Price	Total Price	Brand/Model Quoted
74	EJ 5BR250 FIRE HYDRANT, 5.5' BURY	10	\$	\$_		
75	EJ 5BR250 FIRE HYDRANT, 6' BURY	10	\$			
76	EJ 6" HYDRANT EXTENSION, SHAFT ONLY	25	\$			
77	EJ 12" HYDRANT EXTENSION, SHAFT ONLY	25	\$			
78	EJ 6BR 6" HYDRANT EXTENSION KIT	10	\$			
79	EJ 6BR 12" HYDRANT EXTENSION KIT	10	\$	\$_		
80	EJ 5BR250 12" HYDRANT EXTENSION KIT EJ 5BR250 6" HYDRANT EXTENSION	15	\$	\$_		
81	KIT	15	\$	\$_		
82	EJ 6BR CONVERSION CHATTER KIT	15	\$	\$_		
83	EJ 5BR CONVERSION KIT FOR TRAVERSE CITY HYDRANT	10	\$	\$_		
84	EJ 5BR250 BRK FLG REPAIR KIT, BLACK #00946447	15	\$	\$_		_
85	EJ BR BRK FLG REPAIR KIT, RED #00946345	15	\$	\$_		
86	EJ 6BR VALVE SEAT	20	\$	\$_		

		rts ce	%		
			Group 4 Subtotal	I\$	
94	HARRINGTON 4" STORZ NOZZLE CAP F/4-1/2" PORT	10	\$	\$	
93	EJ 5BR VALVE WASHER	20	\$	\$	
92	EJ 5BR DRIP SHUT OFF	20	\$	\$	
91	EJ 5BR VALVE SEAT O RINGS	20			
90	EJ 5BR250 VALVE SEAT	20	\$	\$	
89	EJ 6BR VALVE WASHER	20	\$	\$	
88	EJ 6BR DRIP SHUT OFF	20	\$	\$	
87	EJ 6BR VALVE SEAT O RINGS	20	\$	\$	

Group 5: Gate Valves

(Individual gate valves shall be provided with accessories packs including standard MJ glands, Cor-blue bolts and plain rubber gaskets.)

Item	Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted			
95	GATE VALVE, 4" MJ	4	\$	 \$				
96	GATE VALVE, 6" MJ	15	\$	\$				
97	GATE VALVE, 8" MJ	1	\$	\$				
98	GATE VALVE, 8" MJ x TAP	1	\$	\$				
99	GATE VALVE, 10" MJ	1	\$	\$				
100	GATE VALVE, 12" MJ	5	\$	\$				
101	GATE VALVE, 14" MJ	2	\$	\$				
102	GATE VALVE, 16" MJ	0	\$	\$				
103	GATE VALVE, 20" MJ	1	\$	<u> </u>				
104	STAINLESS TAPPING SLEEVE, 16"X16"X8"	1	\$	\$				
			Group 5 Sul	btotal \$				
	Unlisted Gate Valves							

Percent Discount from List Price

%

Group 6: Curb and Gate Boxes

Item Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
105 CURB BOX, COMPLETE	300	\$	\$	
106 CURB BOX, TOP HALF	100	\$		
107 CURB BOX, LARGE BASE (BIGFOOT)	50	\$		
108 CURB BOX EXTENSION, 9"	100	\$		
109 CURB BOX EXTENSION, 16"	100	\$		
110 CURB BOX REPAIR LID	200	\$	\$	
111 GATE BOX, COMPLETE	50	\$	\$	
112 GATE BOX TOP 1/2, WITH LID	100	\$		
113 GATE BOX EXTENSION, 14"	50	\$		
114 GATE BOX EXTENSION, 18" & 20"	50	\$		
115 GATE BOX REGULAR BASE (#6)	50	\$		
116 GATE BOX SMALL BASE (#4)	50	\$		
117 GATE BOX FIXED RISER	100	\$		
118 GATE BOX ADJUSTABLE RISER	50	\$		
		Group 6 Subto	otal \$	
	_	isted Curb and Gate B nt Discount from List	oxes	

Group 7: Extended Range Couplings

Item Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted		
item becilption	Quantity	Unit Frice	Total Flice	Brand/Moder Quoted		
119 4" EXTENDED RANGE COUPLING	10	\$	\$			
120 6" EXTENDED RANGE COUPLING	10	\$	\$			
121 8" EXTENDED RANGE COUPLING	10	\$	\$			
122 10" EXTENDED RANGE COUPLING	4	\$	\$			
123 12" EXTENDED RANGE COUPLING	4	\$	 \$			
Group 7 Subtotal \$						
	uplings st Price	/ o				

Group 8: Copper Pipe

Item Decription	Estimated Quantity	Unit	Price	Total Price	Brand/Model Quoted
124 1" TYPE K COPPER, 60' ROLL	50	\$	\$_		
125 1" TYPE K COPPER, 100' ROLL	100	\$	\$_		
126 1-1/2" TYPE K COPPER, 60' ROLL	10	\$	\$_		
127 2" TYPE K COPPER, 60' ROLL	10	\$	\$_		
		%			

Group 9: Brass Fittings

Item	Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
128	CORPORATION, 3/4" X 1"	20	\$	\$	
129	CORPORATION, 1"	500	\$		
130	CORPORATION, 1-1/4"	0	\$		
131	CORPORATION, 1-1/2"	50	\$		
132	CORPORATION, 2"	50	\$		
133	SADDLE, 8" X 1 1/2"	20	\$		
134	SADDLE, 12" X 1 1/2"	25	\$		
135	CURB STOP, 1" C-C	450	\$		
136	CURB STOP, 1-1/4" C-C	0	\$	_ \$	
137	CURB STOP, 1-1/2" C-C	40	\$	\$	
138	CURB STOP, 2" C-C STRAIGHT COUPLING, 3/4" X 3/4" FNPT	40	\$	_ \$	
139	X FFLR STRAIGHT COUPLING, 1" X 1" FNPT X	40	\$	_ \$	
140	FFLR STRAIGHT COUPLING, 1-1/4" X 1-1/4"	140	\$	_ \$	
141	FNPT X FFLR STRAIGHT COUPLING, 1-1/2" X 1-1/2"	50	\$		
142	FNPT X FFLR	50	\$	_ \$	
143	STRAIGHT COUPLING, 2" X 2" FNPT X FFLR	30	\$	_ \$	
144	TWO-PART UNION, 3/4"	100	\$	\$	

145	TWO-PART UNION, 1"	200	\$	\$			
146	TWO-PART UNION, 1-1/4"	90	\$	\$			
147	TWO-PART UNION, 1-1/2"	40	\$	\$			
148	TWO-PART UNION, 2"	20	\$	\$			
149	1-1/2" TEE	20	\$	\$			
150	2" TEE	20	\$	\$			
151	1-1/2" QUARTER BEND (90)	20	\$	\$			
152	2" QUARTER BEND (90) 1" X 3/4" COPPER FLR X FFLR (PIGGY	20	\$	\$			
153	BACK NUT)	50	\$	\$			
154	1-1/4" X 1" COPPER FLR X FFLR (PIGGY BACK NUT	40	\$	\$			
155	1-1/2" X 1-1/4" COPPER FLR X FFLR (PIGGY BACK NUT)	40	\$	\$			
156	2" X 1-1/2" COPPER FLR X FFLR (PIGGY BACK NUT)	20	\$	\$			
			Group 9 Subtota	I \$			
	Unlisted Brass Fittings Percent Discount from List Price %						

Group 10: Water Meter Accessories

Item Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
157 METER HORN, 3/4" X 1" X 1"	150	\$	\$	
158 METER HORN, 1" X 1" X 1"	50	\$	\$	
159 TANDEM RESETTER, 3/4" X 3/4"	10	\$	\$	
160 1-1/2" METER FLANGE, PAIR	50	\$	\$	
161 2" METER FLANGE, PAIR	25	\$	\$	
162 METER ADAPTER, 5/8" X 3/4", PAIR	100	\$	\$	
163 PRESSURE REDUCING VALVE, 3/4"	4	\$	¢.	
164 PRESSURE REDUCING VALVE, 1"	2	\$	\$	
165 PRESSURE REDUCING VALVE, 1-1/4"	1	\$	\$	
166 PRESSURE REDUCING VALVE, 1-1/2"	1	\$	_ \$	
167 PRESSURE REDUCING VALVE, 2"	1	\$	Φ	
REDUCED PRESSURE ZONE 168 ASSEMBLY, 1"	5	\$	\$	
REDUCED PRESSURE ZONE 169 ASSEMBLY, 2"	5	\$	\$	
		Group 10 Subto	otal \$	
	ories Price%			

Group 11: Castings

Item Decription	Estimated Quantity	Unit Price	Total Price	Brand/Model Quoted
170 EJ 1040C COVER, SEWER	20	\$	\$	
171 EJ 1040C COVER, STORM	20	\$	\$	
172 EJ 1040C COVER, WATER	20	\$	_ \$	
173 EJ 1040AGS COVER, SEWER	50	\$	_ \$	
174 EJ 1040M1 GRATE	5	\$		
175 EJ 1040Z FRAME	100	\$		
176 EJ 1046Z FRAME	10	\$	_ \$	
177 EJ 1000C COVER, STORM	5	\$		
178 EJ 1000C COVER, SEWER	5	\$	\$	
179 EJ 1000C COVER, WATER	5	\$	\$	
180 EJ 1000Z FRAME	15	\$		
181 EJ 7045M1 CURB INLET GRATE	20	\$	\$	
182 EJ 7045Z CURB INLET FRAME	20	\$		
183 EJ 7050T1 CURB INLET HOOD	20	\$	\$	
184 EJ 7060T1 CURB INLET HOOD	5	\$	\$	

185	EJ 5000M2 CATCH BASIN GRATE	2	\$	\$			
186	EJ 5080Z CATCH BASIN FRAME	2	\$	\$			
187	EJ 5000Z CATCH BASIN FRAME	2	\$				
188	NEENAH R-3249-F CURB INLET FRAME AND TYPE S COVER	15	\$	\$			
Group 11 Subtotal \$							
Unlisted Water Meter Accessories Percent Discount from List Price %							
TOTAL BID (Sum of Groups 1 through 11) \$ (If pricing provided for all bid groups only)							
0:	ature of Authorized Representative of Bidder				Data		
Sidna	ITHE OF AHTOOTIZED KENTESENTATIVE OF KINDER		Date				

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

Add/Deduct Amount

Description

Item Number

f the Bidder does not suggest any material or equipment alternate, the Bidder he following statement:	MUST complete
For the work outlined in this request for bid, the bidder does NOT propose equipment alternate under the Contract.	any material or
Signature of Authorized Representative of Bidder	Date

GENERAL CONDITIONS

ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only but were based up an average of actual annual need.

Should the supplier's pricing change based on varying quantities ordered at any one time (i.e. single unit, box or bulk purchase), documentation shall be attached to the bid showing the price differences.

DELIVERY

Materials are F.O.B. delivered, freight paid, to the City of Ann Arbor Wheeler Service Center at 4251 Stone School Road, Ann Arbor, MI 48108, unless the City elects to pick up the materials at bidder's location.

APPROVED ALTERNATES

The City's designated representative will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the City of Ann Arbor's best interest and will be final.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

PURCHASE ORDER

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder 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.

CONTRACT TERM

The pricing provided under this ITB shall be firm for one (1) year from the date of City Council approval, which is anticipated in October 2017.

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply.

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, 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 laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

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 Section 9:158 of the 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'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 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 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.

DETAILED SPECIFICATIONS

UTILITY INFRASTRUCTURE MATERIALS

PART 1 – GENERAL

(NOT USED)

PART 2 - PRODUCTS

2.1 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile iron pipe shall be push-on joint water main pipe meeting the requirements of ANSI/AWWA C151/A21.51 with double thickness cement mortar lining and asphaltic seal coat meeting ANSI/AWWA C104/A21.4 and coated outside with an asphaltic coating meeting ANSI/AWWA C151/A21.51. Pipe shall meet the thickness requirements of pressure class 350. Push-on joints shall be single gasket joints meeting AWWA specification C111. Pipe shall be manufactured by American, Clow, Griffin, or US Pipe and shipped complete with gasket.
- B. Ductile iron fittings shall meet the requirements of ANSI/AWWA C153/A21.53 for compact fittings or ANSI/AWWA C110/A21.10 for full body fittings. Fittings shall have an internal cement-mortar lining and asphaltic seal coat in accordance with in accordance with ANSI/AWWA C104/A21.4. The outside of all fittings shall have an asphaltic coating.
 - 1. Fittings shall be supplied complete with high strength, low alloy, blue colored, ceramic-filled fluorocarbon resin coated steel bolts and plain rubber mechanical joint gaskets.
- C. Restraint devices for mechanical joint fittings shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 3" to 16" and 250 psi for 18" through 48" size. Restraint devices shall be Listed by Underwriters Laboratories (3" through 24" inch size) and Approved by Factory Mutual (3" through 12" inch size). Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal.

2.2 FIRE HYDRANTS

- A. Fire hydrants shall be EJ Watermaster 5BR250, bury depth as specified in the bid form, mechanical joint, traffic flange, open left, no barrel drain, a painted red finish, with two 2.5" National Standard hose connections, one 3.5" Ann Arbor standard pumper connection, with 7.5 threads per inch and 4.05" O.D, 1-3/8 inch pentagon operating and cap nuts shall be utilized (1-3/8 inch point-to-flat at top and 1-7/16 inch point-to-flat at base).
- B. All hydrant parts shall be manufactured by EJ.

2.3 GATE VALVES

A. Resilient seated gate valves shall conform to the requirements of AWWA C509 or C515 and shall have an operator rated for buried service with 2 inch square opening nut, operating right. Gate valves shall be mechanical joint unless otherwise specified in the bid form. Mechanical joints shall meet the requirements of AWWA Specification C111. Gate valves shall be American Flow Control Series 2500, Mueller Series A-2360, EJ FlowMaster, U.S. Pipe A-USP2, Clow Model 2638/2639, or approved equal.

2.4 TAPPING SLEEVES

A. Tapping sleeves shall be designed for water service with a minimum working pressure of 150 psi. Tapping sleeves shall be all stainless steel and conform to ANSI/AWWA C223. All tapping sleeves and valves must be certified by Underwriters Laboratory (UL) and the National Sanitation Foundation (NSF) for use in a potable water system. Tapping sleeves shall be Ford FTSS, JCM 432, Smith-Blair 663, or approved equal.

2.5 CURB BOXES

- A. Curb boxes shall be cast Iron buffalo screw type with 2.5" diameter shaft, two piece, with extension range 41" to 64". The word "WATER" shall be cast in raised letters on the lid. Curb boxes shall be Bibby Ste. Croix B-2000 Series, Model V009; or Tyler 6500 Series, Model 95E. Ship only completely assembled units, not separate components. top half/lid & bottom half shall be screwed together and shipped as a complete unit.
- B. Curb box top half item shall include the curb box top half only. Curb boxes top halves shall be Bibby Ste. Croix B-2000 Series, Model S172; or Tyler 6500 Series, Model 30T.
- C. Large curb boxes bases shall be enlarged for buffalo screw type curb boxes, sized to accommodate a 2" curbstop. Large base curb boxes shall be Bibby Ste. Croix B-2000 Series, Model V313, or Tyler 6500 Series, Model Enlarged Base.
- D. Curb box extensions for buffalo screw type curb box shall be only Bibby Ste. Croix B-2000 Series, Models V222/V223, or Tyler Union 6500 Series Models 151/152.
- E. Repair lids shall be old style outside repair lids for cast iron buffalo screw type curb box with 2.5" diameter shaft. The word "Water" shall be cast in raised letters on top surface of lid.

2.6 GATE BOXES

- A. Gate valve boxes shall be three piece valve boxes with 5.25" diameter shaft, screw type, #6 base, and extension range from 45" to 66". The word "Water" shall be cast in raised letters on the lid. Quote only Tyler Union 6860 Series, Item D. Gate box complete shall consist of 1-Top section, 1-Bottom section, 1 #6 Base, 1 Drop lid.
- B. Gate box extensions shall be Tyler Union 6860 Series, Item #58 (14"), Item #59 (18") and Item #60 (24").
- C. Gate box fixed risers shall be 5-1/4" x 2-14" slip in risers for Tyler Union Series 6860 valve boxes.
- D. Gate box adjustable risers shall be screw type Tyler Union Series 6860, Item #69.

2.7 EXTENDED RANGE COUPLING

A. Extended range ductile iron couplings shall be designed for 250 psi working pressue with a ductile iron center ring, ductile iron end rings, SBR rubber gaskets and 304 stainless steel nuts and bolts. Shop coat shall be applied to cast parts for corrosion protection. Coupling shall be Romac XR501 extended range coupling or approved equal.

2.8 COPPER PIPE

A. Copper pipe shall be Type K and manufactured by Cambridge Lee, Cerro, Halstead, Mueller, or Wolverine.

2.9 BRASS FITTINGS

- All fittings shall meet the lead-free requirements of the Safe Drinking Water Act.
- B. Straight couplings shall be A.Y. McDonald Model 74755F or equivalent manufactured by Ford or Mueller.

- C. Two part unions shall be copper flare nut by female copper flare thread, A.Y. McDonald Model 74756 or equivalent manufactured by Ford or Mueller.
- D. Tees shall be flare x flare x flare, AY McDonald Model 74760 or equivalent manufactured by Ford or Mueller.
- E. Quarter bends shall be flare x flare, A.Y. McDonald Model 74761 or equivalent manufactured by Ford or Mueller.
- F. Corporations shall be AWWA (CC) x copper flare, A.Y. McDonald Model 74701 or equivalent manufactured by Ford or Mueller.
- G. Saddles shall be brass double strap tapping saddle with 1.5" AWWA taper thread tap for ductile iron water main, Ford 202B, Smith-Blair 323, Mueller BR-2-B, or approved equal.
- H. Curbs stops shall be ball valve, full port, copper flare nut by copper flare nut. Quote only McDonald 76100 or equivalent manufactured by Ford.
- I. Straight copper flare x female copper flare (Piggy Back Nut) couplings shall be A.Y. McDonald Model 74755 or equivalent manufactured by Ford or Mueller.

2.10 WATER METER ACCESSORIES

- A. Meter horns shall be Ford CHSS-244-NL for 3/4" x 1" x 1" meter horns, and Ford CHSS-444-NL for 1" x 1" x 1" meter horns, or equivalent models manufactured by A.Y. McDonald or Mueller.
- B. Tandem resetters shall be Ford Resetter-2A-NL, or equivalent models manufactured by A.Y. McDonald or Mueller.
- C. Meter flanges shall be Dake 2030-LF for 1-1/2" flanges and Dake 2035-LF for 2" flanges, or equivalent models manufactured by Ford, A.Y. McDonald, Mueller, or Grand Haven Meter Coupling.
- D. Meter adapters shall be Ford A12M, or equivalent models manufactured by A.Y. McDonald or Mueller.
- E. Pressure reducing valves shall be Watts model LF5B-Z3.
- F. Reduced pressure zone assemblies shall be Zurn/Wilkins Model 375XL, or approved equal.

2.11 CASTINGS

- A. Castings shall be as specified on the bid form.
- B. Manhole covers for sanitary sewer shall have the word "SEWER" cast in the surface, castings for water shall have the word "WATER cast into the surface, and castings for storm sewer shall have the word "STORM" cast into the surface.
- C. All castings shall have a black asphaltic coating.
- D. All catch basin and curb inlet castings shall have a trout symbol with the wording "DUMP NO WASTE, DRAINS TO WATERWAYS" cast into the surface.

PART 3 – EXECUTION

(NOT USED)



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.

- 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.
- 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*				
() Relationship to employee				
() Interest in vendor's company () 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	Da	ate	Printed Name of Vendor Authorized Representative

CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

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	
Signature of Authorized Representative	Date
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

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/departments/city-clerk

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.

<u>Discriminatory Employment Practices</u>: 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.

<u>Discriminatory Effects:</u> 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 has a grievance alleging a violation of this chapter, he/she has 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 alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

<u>Private Actions For Damages or Injunctive Relief:</u> 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.