



Ann Arbor Downtown Development Authority
150 S. Fifth Ave, Ste #301
Ann Arbor, MI 48104

**ANN ARBOR DDA
INVITATION TO BID – LED STREETLIGHT GLOBE FIXTURES
BID NO. ITB-4475
DUE: March 10, 2017 at 10:00 a.m.**

RULES FOR BIDDING

- **Bids must be received by the Ann Arbor DDA, 150 S. Fifth Ave, Ste #301, Ann Arbor, MI 48104 by 10:00 a.m., Friday, March 10, 2017 in a sealed envelope, clearly labeled Bid NO. ITB-4475, LED Streetlight Globe Fixtures.** No e-mail bids will be accepted. Bids will be opened immediately following this deadline date and time.
- No bidder may withdraw its bid for 90 days following the date set for opening the bid.
- The DDA reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the DDA.
- Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).
- In addition to the completed Quotation Form, all specification, warranty, and testing compliance and certification documentation must accompany your bid. Failure to submit requested documentation will result in grounds for rejection of your bid.
- The decision of the DDA authorized representative shall be final as to what constitutes acceptable deviations from specifications.
- The eventual award will include supplying globes for the City of Ann Arbor. Therefore, 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.

GENERAL CONDITIONS

GENERAL: On behalf of the City of Ann Arbor (City) and the Ann Arbor DDA (DDA), the DDA is pleased to present this Invitation to BID (ITB), soliciting competitive Bids to supply LED pedestrian streetlight globes through 2021.

The intent of this ITB is to select a single pedestrian streetlight globe and corresponding supplier that delivers the best value for the specifications. Over the next four years, the City and DDA will replace several hundred streetlight globes with this new standard, aiming to improve globe aesthetics, performance, and maintenance throughout downtown Ann Arbor. As further detailed in this ITB, only Proposals that are responsive to all elements of the specifications will be considered for evaluation.

Work to be done includes furnishing approximately three hundred (300) LED Pedestrian Streetlight Globes for use within the City of Ann Arbor, including the DDA District, and all related work as specified within the bid documents. The firm selected through this ITB will supply globes as needed, for individual City and DDA improvement projects between June 2017 and Fall 2021. Barring issues with performance and delivery conformance, the DDA and City of Ann Arbor will not seek another supplier for pedestrian streetlight globes through 2021.

CONTACT PERSON: Questions concerning this bid are due on or before **10:00 a.m., Monday, March 6, 2017** and should be emailed to **erolla@a2dda.org**.

QUANTITIES

The first purchases of an estimated total of between 200 to 215 globes will be made by November 15, 2017. The successful bidder must be able to guarantee delivery of the first orders of up to 200 globes, on or before June 30, 2017. Beyond that, quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based on expected need over the next four years.

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: The successful bidder shall guarantee delivery of the first orders, approximate accumulated total of 200 globes, on or before June 30, 2017. If this delivery schedule cannot be met, please provide an alternate delivery schedule. The successful bidder shall guarantee subsequent deliveries within 60 days of the order date. The City of Ann Arbor and Ann Arbor DDA reserve the right to reject bids which offer an unsatisfactory delivery schedule.

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.

The successful bidder shall arrange, in advance, a mutually satisfactory schedule with the City and DDA for delivery.

APPROVED ALTERNATES

The DDA's designated representative will review all items submitted for consideration as approved alternates. Their decision as to acceptability will be deemed in the DDA/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.

CITY OF ANN ARBOR PURCHASE ORDER

For each City of Ann Arbor 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, bid unit prices and the terms and conditions of the purchase order. A separate contract document will not be issued. The terms and conditions of the Purchase Order are provided herein.

Alternatively, purchases for City of Ann Arbor projects may be made by the City's project Contractor.

WARRANTY: The successful bidder shall provide a copy of their warranty agreement, in accordance with the attached specifications.

In the event that, in the Opinion of the DDA or City, the failure of any parts, equipment, material, or workmanship, within the warranty period constitutes a failure to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause for rejection of any or all equipment furnished under these listed specifications.

TERMINATION: The DDA reserves the right to terminate any award, with or without cause, without any liability upon ten (10) days notice from the DDA authorized representative.

BID PROCESS & AWARD: The award will be to the lowest qualified and responsive bidder. The DDA reserves the right to accept any bid, reject any or all bids, to waive irregularities and/or informalities in any bid and to make the award in any manner deemed in the best interest of the DDA/City.

Barring issues with performance and delivery conformance, the DDA and City of Ann Arbor will not seek another supplier for pedestrian streetlight globes through 2021. Orders will be placed on a project-specific basis. Purchases may be made on behalf of the DDA/City by a Contractor to the DDA and/or City.

If the cost of a City purchase exceeds \$10,000.00, a completed original of the City Human Rights form will be required to accompany the bid. If the cost of a City purchase exceeds \$25,000.00 City Council approval will be required before the bid will be deemed to be finally accepted.

CONFLICT OF INTEREST DISCLOSURE

For City of Ann Arbor supplied globes, 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 be awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

ASSIGNMENTS: The successful bidder agrees not to assign or transfer this contract or any part thereof without the written permission of the DDA/City of Ann Arbor authorized representative. Any unauthorized assignment may subject the contract to immediate termination.

ERRORS, OMISSIONS AND DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor shall be brought to the attention of Elizabeth Rolla, erolla@a2dda.org, as soon after discovery as possible. Further, the contractor shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

SPECIFICATION FOR LED DECORATIVE POST TOP FIXTURES

A. DESCRIPTION

This specification covers the performance and construction requirements for LED decorative post top fixtures.

B. PERFORMANCE

Type 5: The LED post top fixture shall provide efficacy of no less than 68 lumens per watt (system), with a maintained minimum total luminous output of 5,738 lumens and a total wattage draw of 84 watts, as documented by an LM-79 photometric performance report from an independent qualified laboratory.

The manufacturer shall provide documentation via a photometric layout that their LED light engine meets photometric performance requirements for sidewalk lighting as follows:

Parameters: 60-ft. pole spacing, alternating rows, 14 ft. mounting height, 36 ft. wide roadway (3 lanes), 2 ft. setback. LLF = 0.89. Surface reflectivity = 0.26 Photometric point spacing per standard practice.

Type V Requirements: The LED light engine shall have a Type V distribution, and shall provide roadway/pedestrian walkway lighting consistent with 1.16 fc minimum average horizontal illuminance, and an ave/min uniformity ratio of 1.3 or less.

C. TESTING COMPLIANCE AND CERTIFICATIONS

****ALL DOCUMENTATION IS DUE WITH THE BID SUBMITTAL****

1. Thermal Management

The manufacturer shall be required to submit test data obtained from an Energy Star qualified independent test lab to verify in-situ LED temperature. The temperature is to be measured at the T_S , T_{SP} , or TMP_{LED} point indicated on the LED by the LED manufacturer. The testing is to be performed per the Energy Star SSL program methodology. The manufacturer must demonstrate with the resulting data that the T_{SP} temperature of the innermost LED is no more than 60°C.

2. Luminaire Lifetime

The manufacturer shall submit documentation of the calculated life expectancy of their LED light engine per the Energy Star TM-21 calculation tool. The documentation provided shall be based upon in-situ T_{SP} temperature data from an independent Energy Star qualified lab (as described in the "Thermal Management" section of this specification) and the LM-80 lumen maintenance data provided by the luminaire manufacturer's LED supplier. The resulting calculated L70 lumen maintenance of the luminaire at 70,000 hours shall be no less than 85%.

3. Testing Certifications

The manufacturer is to submit documentation verifying that the luminaire is certified to the following:

- Listed by accredited lab to UL1598 / 8750 safety standards
- Active qualification status in the Lighting Facts labeling program through the Dept. of Energy
- Active qualification status in the Design Lights Consortium program

D. CONSTRUCTION

1. Light Engine

Each LED light engine shall consist of a circuit board of (12) Nichia 757 LEDs or equivalent, with a color temperature of 3000K \pm 250K, and shall use 12 circuit boards for a Type 5 distribution or 6 circuit boards for a Type 3.

2. Power Supply

A single wide range (120V to 277V) regulated DC power supply shall be used. The power supply shall be compliant with UL 1012 or 1310.

The power supply performance shall meet the following electrical characteristics:
THD <20%; Power Factor >0.90 @ 277v.

Additionally, the LED luminaire shall have a replaceable electrical surge suppression device rated for 20kA per IEEE C62.41.2 C High.

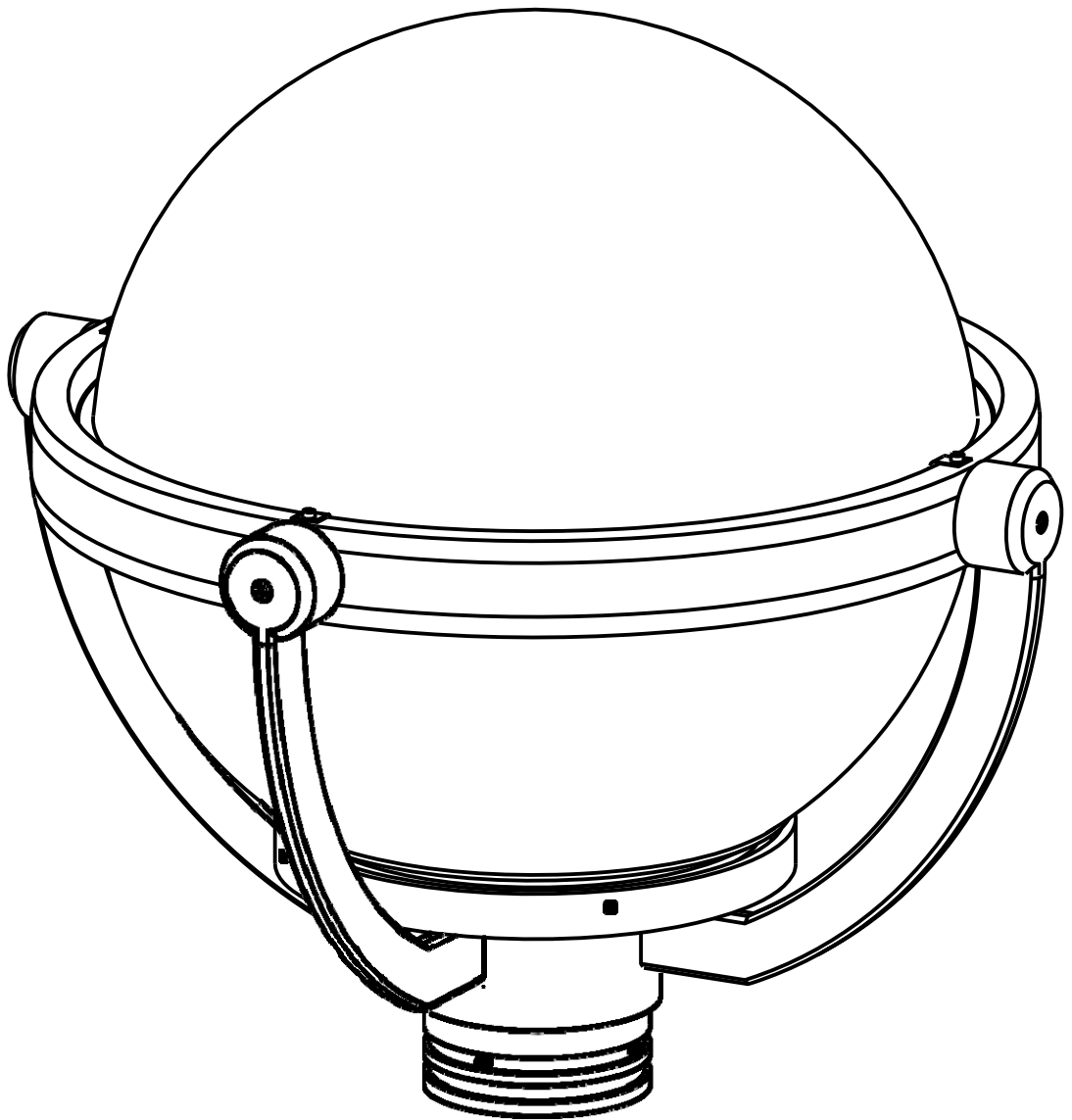
3. Globe/Heat Sink Assembly

The globe shall be 18.75" in diameter and consist of a two-piece injection-molded acrylic prismatic material with an integrated aluminum heat sink situated between the two halves. The globe material can be no less than 0.09" thickness, with an average thickness of 0.130". The globe must have a 20-year warranty against yellowing (Yellowness Index <7). The heat sink must be powder coated to the City's paint code color specification. The cooling surface of the heat sink is to be exposed to the outside air in order to maximize cooling effectiveness through passive means. The fixture is to consist of globe, center heat sink ring, 4 cage struts, and an integrated fitter to fit to a 3" OD top tenon.

4. Spare Parts

The selected supplier must maintain a stock of spare parts for a minimum of 10 years and be able to readily supply them to the DDA/City as necessary. Parts shall be warranted by the product manufacturer for form, fit, and function and shall be fully compatible with the product supplied. In addition, all spare parts shall be warranted against failure for a period not less than 10 years.

Prior to production, fabrication drawings shall be submitted to the DDA for approval. Prior to filling an order, a physical sample shall be submitted to the DDA for approval. The style of the proposed globe and heat sink assembly shall closely resemble the attached drawing.



F. ENVIRONMENTAL ASSURANCE

All LED panels shall be environmentally friendly and 100% recyclable. They shall be certified by the manufacturer as conforming to the Restriction of Hazardous Substances Directive (RoHS) adopted in February 2003 by the European Union. The manufactured product will not contain lead, mercury or hazardous substances.

G. WARRANTY

The manufacturer shall provide a 10-year warranty for the proposed LED luminaire. The warranty shall state that the LED array(s) will maintain a minimum of 70% of original light output, as documented in the LM-79 report provided, for the warranty period from date of manufacture, and that it shall be free of defects in materials and workmanship. It shall also state that no more than 5% of the LEDs in the luminaire can have failed catastrophically. The manufacturer shall also guarantee the power supply for a minimum period of ten (10) years against failure. The globe must have a 20-year warranty against yellowing (Yellowness Index <7).

H. PRODUCT

Lumecon "LBOF2" LED Decorative Post-Top Fixture or approved equal.

ANN ARBOR DDA
INVITATION TO BID – LED STREETLIGHT GLOBE FIXTURES
BID NO. ITB-4475
DUE: March 10, 2017 at 10:00 a.m.

QUOTATION FORM

We hereby offer to furnish and deliver approximately three hundred (300) LED Pedestrian Streetlight Globes (F.O.B Destination, Freight Prepaid as specified above) between June 2017 and Fall 2021 at the following unit prices:

Description	Unit	Cumulative Quantity	Unit Price	Cost Escalation Factor, if any
LED Pedestrian Streetlight Globe – delivery by June 30, 2017	EA	200*	\$ _____	
LED Pedestrian Streetlight Globe – delivery between November 15, 2017 and Fall 2021	EA	TBD**	\$ _____	

*Orders will be project-specific and therefore placed separately. The first purchases of an estimated total of between 200 to 215 globes will be made by November 15, 2017. The successful bidder must be able to guarantee delivery of the first orders of up to 200 globes, on or before June 30, 2017.

**Orders will be project-specific and therefore placed separately. The accumulated total is expected to be about 90. Cost escalation factors for deliveries beyond November 15, 2017 must be noted.

MANUFACTURER: _____

MODEL: _____

COMPANY

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

COMPANY REPRESENTATIVE _____ Signature

Print Name & Title

DATE SUBMITTED _____

ATTACHMENTS

Attachment A – City of Ann Arbor Standard Purchase Order Terms and Conditions

Attachment B – Vendor Conflict of Interest Disclosure Form

Attachment C – Non-Discrimination Declaration of Compliance and Poster

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.



Vendor Conflict of Interest Disclosure Form

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	() 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	Date	Printed Name of Vendor Authorized Representative

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

**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

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.

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

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

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

Complaint Procedure: If any individual 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.

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

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