

**CITY OF ANN ARBOR
INVITATION TO BID**



**Furnishing of Variable Frequency Drives for
WTP East High Service**

ITB No. 4411

Due Date: THURSDAY, FEBRUARY 25, 2016 at 2:00p.m.

Public Services Area
Administering Service Unit

Issued By:

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

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INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

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 an "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 **Thursday, February 18, 2016 at 5p.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Glen Wiczorek, gwiczorek@a2gov.org
Bid Process and Compliance questions emailed to 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, cspencer@a2gov.org** after discovery as possible. Further, the contractor and/or service provide 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 **Thursday, February 25, 2016 at 2:00p.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 two (2) Bid copies in a sealed envelope clearly marked: **ITB No. 4411 – Furnishing of Variable Frequency Drives for WTP East High Service.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
C/O Customer Services, 1st 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. No immediate decisions are rendered.

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

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

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 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.

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.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors 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. All key staff and subcontractors are subject to the approval by the City.

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 proposal figure. 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 twenty (120) days specified in the Advertisement.

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate 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 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.

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 intent to 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 (or Agreement) 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.

The undersigned proposes to perform all work described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.


Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 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.

(This Space Intentionally Left Blank)

SIGNED THIS 24 DAY OF February, 2016.

McNaughton - McKay Electric
Bidder's Name


Authorized Signature of Bidder

4670 Runway Blvd Ann Arbor
Official Address MI 48108

Daniel R. Babington
(Print Name of Signer Above)

248-840-0766
Telephone Number

babingt@mc-mc.com
Email Address 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 business under the laws of the State of Michigan, for whom Dan Babington, bearing the office title of Account Manager, whose signature is affixed to this Bid, is authorized to execute contracts. this bid.

~~NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority.~~

~~* A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____, whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

~~* An individual, whose signature with address, is affixed to this Bid: _____ (initial here)~~

Authorized Official

Dan R Babington _____ Date 2-24, ~~2015~~ 2016

(Print) Name Danie R. Babington Title Account Manager

Company: Mc Naughton - Mc Kay Electric

Address: 4670 Runway Blvd, Ann Arbor, MI 48108

Contact Phone (248) 840-0766 Fax (248) 246-2072

Email babingtd@mc-mc.com

BID FORM

Section 1 – Schedule of Prices

Project: Furnishing of Variable Frequency Drives for WTP East High Service ITB No.4411

Bidder's Name: McNaughton - McKay Electric

Notes:

1. All bidders shall provide a Unit Price and Total Price for all bid items specified.
2. Quantities included in the bid table represent estimated quantities for different work. The CONTRACTOR shall be compensated for the actual number of items completed using the unit prices provided.
3. The City, at its sole discretion, may elect to delete any portion of the work delineated below, with no change to the unit prices provided. Work shall be determined based upon the availability of funds.
4. Any item not provided in the following list shall be considered incidental.
5. Contract shall be awarded based on the base bid or any combination of base bid and alternate bid in any manner the City believes to be in its best interest.

Bid Items

The Bidder agrees to complete the Project and all related work, as specified, for the following unit prices.

FURNISHING OF VARIABLE FREQUENCY DRIVES FOR WTP EAST HIGH SERVICE BID					
Item No.	Item Description	QTY	Unit	Unit Price	Total Price
1.	Fabricate and deliver 350 HP Variable Frequency Drive, accessories and related work	2	EA	\$ 55,230. ³⁹ each	\$ 110,460. ⁷⁶
TOTAL BASE BID					\$ 110,460. ⁷⁶

Total Base Bid: One hundred ten thousand four hundred sixty and ^{seventy six cents} Dollars

(\$ 110,460.⁷⁶)

(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

As part of their bid, Bidder shall include separate documentation indicating the dimensions (width, depth, and height) of a cabinet with and without bypass contractor.

Alternates

Bidder shall provide cost for providing the following options.

Alternate No. 1 – Bypass Contactor

Provide one (1) VFD with fully rated bypass contactor. Bypass contact shall incorporate motor protection function (Motor and bearing temperature protection) while in the bypass mode.

Add: Nine thousand six hundred thirty four and fifteen cents Dollars (\$ 9,634.15)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate No. 2 – Vibration Monitoring System

Provide vibration monitoring detection system as described in specification.

Add: Ten thousand six hundred twenty four and thirty nine cents Dollars (\$ 10,624.39) each VFD.
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

Alternate No. 3 – Extended Warranty

Provide five-year warranty from the date of substantial completion.

Add: Nine thousand nine hundred sixty nine and fifty cents Dollars (\$ 9,969.51) each VFD
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

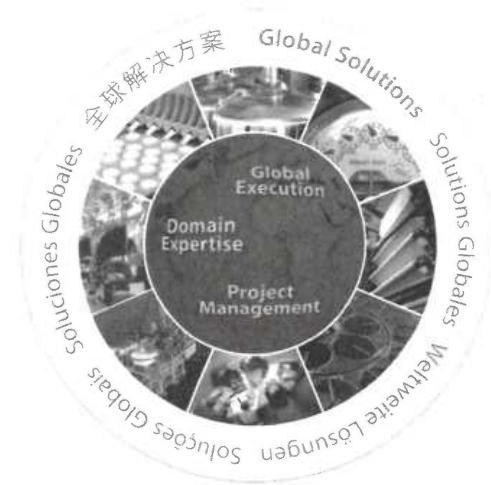
Alternate No. 4 – Manufacturer's Remote Training Class

Provide transportation (departing and returning), accommodations and a VFD training class at the manufacturer's facilities for two City employees. The training class shall be a manufacturer's course in operations, maintenance and troubleshooting of VFDs similar to those provided in this Project.

Add: Seven thousand nine hundred Dollars (\$ 7,981.71)
(Amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.)

LISTEN.
THINK.
SOLVE.

WTP EAST HIGH SERVICE POWERFLEX 755 350HP VFD 18-PULSE



Global Solutions & Services
Bringing You a World of Experience

FIXED PRICED PROPOSAL QUQ2H0047A

FEBRUARY 24, 2016

PRESENTED TO: City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, Mi 48104

PROPOSED BY: McNaughton McKay Electric
1357 East Lincoln Avenue
Madison Heights, Michigan 48071

Dan Babington
McNaughton-McKay Electric

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REVISION HISTORY

Date:	Description of change:	Edited by:	Revision:
Feb 18, 2016	None, Original Document	C.N.D.	QUQ2H0047A

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Allen-Bradley · Rockwell Software

**Rockwell
Automation**

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This proposal for Rockwell Automation 6 Pulse and 18 Pulse Drive Package Solutions is offered by McNaughton McKay Electric for resale to City of Ann Arbor.

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged to other production sites within your enterprise. Our solutions are based on standardized, industry-tested, and proven technologies. The open architecture system also allows for future expansion and integration into the rest of your site and business information systems.

Rockwell Automation develops technologies and provides services that leading manufacturers around the world use to their competitive advantage. Whether architecting a single unit or an entire supply chain, manufacturers rely on their automation, power control, and conversion products and services to manage getting their products and services to market faster, to reduce costs, to better utilize power and plant-floor assets, and to minimize risks in their manufacturing environments.

- Over 3000 employees globally
- More than 400 certified/professional engineers
- In excess of 650 companies in our network of integrator partners
- Executing in excess of 15,000 project per year
- World class post-project support organization staffed by nearly 4500 field and technical engineers
- Comprehensive group of 320 distributor partners

Rockwell Automation's Systems and Solutions Business follows a global Quality Management System (QMS) which defines the overall framework for solutions delivery while engendering a quality culture in our employees.

- ISO 9001 certified QMS
- Continuous improvement driven by internal audits, corrective and preventative action, and management review
- Customized quality gate review process on every project

Rockwell Automation maintains environmental, health and safety management systems.

- Global safety performance, as measured by Recordable Case Rate (0.36), remained best in class in 2014 when compared to the average private industry rate (3.4) and with the average rate for electronic manufacturing peers (3.0)
- Named World's Most Ethical Company 7 times
- BBB International Torch Award winner
- American Business Ethics Award winner

The Rockwell Automation Solutions & Services Business has prepared the Statement of Work set forth in section 1 below for resale by its authorized distributor McNaughton McKay Electric.

1.0 Rockwell Automation Statement of Work

Rockwell Automation will provide scope of work and pricing for a Variable Frequency 18-Pulse 350-HP Drive.

The following details the information used as a basis for this Statement of Work.

- Email from customer with Specifications
- Customer Visit.

Item 1 – 350HP VFD

As specified in Bid Specifications (IBT 4411):

- 2.5 – Enclosure – Type 12. Maximum Dimensions 78"W x 100"H x 32"D
- 2.2 – VFD Description – 18-Pulse, 3% Line Reactor
- 1.3 – Motor Information – 460V, 400A, 350HP
- 2.3.A - Status Indication – Power On. Run.

Alternative 1

Contact Bypass Factory Installed within the 18-Pulse 350HP Drive Enclosure for Drive Bypass.

Alternative 2

To protect equipment, Dynamix 1444 measures and monitors a machine's critical dynamic and position parameters and assures appropriate actions are performed, with the precision, reliability, and performance required by industry and regulatory standards.

For general condition monitoring, the Dynamix 1444 monitors offer unprecedented signal processing and measurement capabilities allowing you the tools necessary to detect and identify the faults and status across all classes of industrial machinery. You can send information to plant-wide and enterprise-wide databases for storage and trending. With this information, you can take appropriate maintenance action, such as replacing worn-out components before they fail, protecting both production and equipment while reducing maintenance costs.

Alternative 3

Assurance™ Integrated Support is a program that minimizes risk, improves productivity and maximizes production availability, thereby maximizing the investment made in Rockwell Automation products. Assurance™ Integrated support combines Rockwell Automation's world class services with the provision of; Remote Technical Assistance, Advanced Parts Replenishment and On Site Service in one simple, predictable, and easy to use service agreement. Assurance™ Integrated Support provides a choice of service level that best meets the needs of your company and cover the Rockwell Automation products at your site.

Alternative 4

As the world's largest automation and craft skills training provider, Rockwell Automation offers a complete training portfolio that includes industrial leadership and Internet of Things courses. We are not just a catalog of classes, but a holistic approach to workforce development. We believe that with a clear workforce development strategy in place and following our training development model, your business can solve the challenges of productivity demands and globalization as well as return on your training investment.

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1.1 Solution Description

The solution provided will be based on Rockwell Automation's standard system and services deliverables.

1.1.1 Deliverables

EQUIPMENT	ITEM	DESCRIPTION OF EQUIPMENT & SERVICES
PowerFlex 755 AC Drive Common Specifications NEMA 12	0	<p>PowerFlex 755 AC Drive Specifications</p> <ul style="list-style-type: none"> ▪ 480Vac / 3Ph / 60Hz Input ▪ 110% Overload for 1 minute ▪ 150% Overload for 3 seconds ▪ 24VDC I/O Board (20-750-2262C-2R) 6DI, 2RO, 2AI, 2AO <p>Cabinet Specifications & Panel Mounted Devices:</p> <p>Qty 1 – NEMA Type 12 Steel Enclosure</p> <p>Qty 1 – Flange Disconnect Handle with adjustable cable mechanism</p> <p>Qty 1 – Main Input Circuit Breaker (140G), 65 KAIC, 480Vac</p> <p>Qty 1 – 1497 Control Transformer (480VAC/120VAC) – when required</p> <p>Qty 1 – Cabinet Cooling Fan, Thermostat & NEMA 12 Filter (when required)</p> <p>1 Lot – Customer Terminal Block and Control Relays (as needed)</p> <p>1 Lot – Wireway</p> <p>Qty 1 – Input Line Reactor 3% (AB-1321)</p> <p>Door Mounted Cabinet Devices:</p> <p>Qty 1 – Door Mounted HIM Bezel / Cradle with Full Numeric LCD HIM / Keypad</p>

ITEM	Description	EQUIPMENT	DESCRIPTION OF EQUIPMENT & SERVICES
1	PowerFlex 18-Pulse 350HP Variable Frequency Drive	350HP AC Drive 18-Pulse Rittal Enclosure	<ul style="list-style-type: none"> • 350 HP Normal Duty Rating • 480Vac, 3PH, 60 Hz • 415Amps Continuous • Frame 3 • Built-In Ethernet. • 2AI, 2AO, 6DI, 2RO • 3% Line Reactor
			<ul style="list-style-type: none"> • 18-Pulse Auto Transformer, 225KVA, 315KVA(FA) • 15 Amp Motor rated Contactor (120V Motor Heater) • 2 Year Parts and Labor Assurance Guarantee • 3-Day Start-Up (M-F, 8A – 5P)
			<ul style="list-style-type: none"> • Floor Mounted Rittal Enclosure • Circuit Breaker with Flange Mount Disconnect • Approximate Dimensions: 90.19”H x 78.56”W x

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			<ul style="list-style-type: none"> 24.14"D NEMA 4X Door Mounted HIM (Signal Interface) Power On. Run. On Door.
Alt 1	Bypass Contactor	2 Contactor Bypass	<ul style="list-style-type: none"> 2 Contactor Bypass in Cabinet 600A, 65KVA Door Mounted Selector Switch for Bypass Normal/Bypass Selector Switch Hand/Off/Auto Selector Switch Normal/Test Switch – Allows testing and Adjusting of the VFD while in Bypass Mode
Alt 2	Vibration Monitor	Dynamic Measurement Module	<ul style="list-style-type: none"> 1444 Dynamic Measurement Module and Terminal Base (Qty 1) EK-437841 General Purpose Accelerometer (Qty 2) 24V Power Supply, Ethernet Connection Included
			<ul style="list-style-type: none"> 1444-DYN04-01RA Mounted inside of 350-HP drive cabinet 1 at factory Network Connectivity (Ethernet) – Connected inside of cabinet. Configuration of 1444 to SCADA system not included Accelerometers mounted on motors (customer mounted)
Alt 3	Extended Warranty	5 Year Assurance Parts and Labor	<ul style="list-style-type: none"> Coverage Period: 60 Months Tech Connect Phone Support/Knowledgebase Priority Engineering Response time Priority Parts Response Time
Alt 4	Training	2 Person Off-Site Training	<ul style="list-style-type: none"> Off-Site Power Training (PowerFlex 755) Classroom Environment, Lab/Lecture Mix 2 Persons, Monday – Thursday Training

1.1.2 System Documentation

Rockwell Automation will provide the following:

- Approval Drawings (.pdf)

1.1.3 Requirements Schedule

At release of order, customer will provide:

- To Be determined

1.1.4 Delivery

The information contained in this document consists of technical, commercial and/or financial information which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document. The recipient agrees to return the document to Rockwell upon request.

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Delivery is approximately 12-14 from acceptance of purchase order. Delivery based on availability/schedule at time of purchase and is subject to change.

1.1.5 Services

1.1.5.1 Factory Acceptance Testing

No Factory Acceptance Test (FAT) is included.

1.1.5.2 Start-Up Services

Onsite start-up and commissioning support of the Rockwell Automation-supplied control system is estimated as a Time and Expenses effort and is **not included in this Statement of Work.**

1.1.5.3 Services Not Covered

The following items are **NOT** included in this statement of work.

- Installation Engineering
- Installation work of any kind
- Full time site assistance during installation
- Structural, civil, piping, or mechanical designs and installation

1.2 Customer Responsibilities

1.2.1 Single Point of Contact

The customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.2.2 Maintenance, Electrical, and Operations Staff

The customer will provide appropriate personnel knowledgeable in the process, operation and control system supplied to assist Rockwell Automation personnel.

1.2.3 Access to the System

The customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this proposal.

1.3 Assumptions, Clarifications and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions
A1	All mechanical and electrical installation of the supplied hardware is to be provided by others.
A2	All aspects of mechanical, electrical and process safety are requirements of the customer.
A3	The functionality of any existing operator devices and machine-mounted devices is the responsibility of the customer.
A4	All mechanical work is to be installed and managed by the customer and their selected Mechanical Contractor.
Clarifications	

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	Rockwell is not responsible for network wiring modifications.
C2	Extended warranties, training, additional engineering support and other services are available upon request and are not included in this proposal.
C3	Spares parts are not included in this proposal.
C4	The statement of work is valid for 30 days from date of issue.
C5	All documentation will be furnished in electronic format unless otherwise stated.
C7	No connections to 3rd party equipment are included in this proposal.
C8	Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C9	Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's description of work.
C10	Rockwell Automation is not responsible for the removal or protection from hazardous materials.
C11	This proposal does not include Customer specific requirements or on-site activities such as customer or site specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at customer expense.
C12	The customer represents that all existing field devices that are in use or that are to be reused are in good working order and will be repaired or replaced by the customer when required. Repair and/or replacement of damaged field devices is not in Rockwell Automation's Statement of Work
C13	The control system supplied by Rockwell Automation is not specifically designed to meet any Safety Integrity Level in accordance with international standard IEC-61508. Accordingly it is therefore the responsibility of the customer to ensure that other measures - separate and distinct from the Rockwell Automation statement of work - are in place to ensure that the overall system operation is not impaired in the event of a failure of the Rockwell Automation control system.
C14	
C15	Customer is responsible for assuring a safe and secure work environment and for providing personal protection in connection with the work (including at the work site, transportation to and from the work site, and any necessary stay in the vicinity of the worksite in connection with work) at a safety.
C13	Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of the customer. The equipment will be stored at the customer's facility in a mutually agreed upon area. A secure and dry area is required.
C14	Additional hardware and/or software may be required and is not included in the statement of work.
Exceptions	
E1	All demolition, installation and wiring requirements not included in this proposal. Rockwell Automation Installation Services can be offered upon request at an additional expense.
E2	No operator, maintenance or electrical training is included.
E3	Rockwell Automation is not supplying network media between enclosures, buildings and process areas.

Table 1: Assumption, Clarifications, and Exceptions

1.4 Rockwell Automation Commitment for Sales through Distribution

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "WORK") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) *Products Warranty:* Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (c) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Services Warranty:* Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(c) *Warranty for the Work:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the WORK will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the WORK are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the WORK have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(d) *Remedies:* Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the WORK or Products, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General:* Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or

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unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Intellectual Property. (a) **Firmware and Packaged Software.** Software comprised of firmware or packaged software is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party license agreements. In the absence of a separate Rockwell Automation license agreement, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such firmware or packaged software only in object code form and solely in conjunction with the WORK, without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the firmware or software. Ownership of the respective Rockwell Automation or third-party firmware or packaged software shall remain with Rockwell Automation or the third party.

(b) **Documentation and Other Software.** Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the WORK all documentation and any software created by Rockwell Automation as specified in the Statement of Work.

(c) **Ownership of Pre-existing Intellectual Property.** Each party shall continue to own all right, title, and interest in all patents, trademarks, copyrights, confidential information, and other intellectual property rights as it owned on the Effective Date of this Commitment.

(d) **No Other Licenses.** Except as expressly set forth herein, no license under any patents, trademarks, copyrights, confidential information, or other intellectual property rights is granted or implied under this Commitment by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the WORK, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a

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reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the WORK from Distributor. Customer agrees that by purchasing the WORK it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the WORK remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Buyer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation submittal or deliverable requiring Customer approval pursuant to the Scope of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the WORK or Products; (b) physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) an emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Buyer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the WORK with laws, regulations, and standards, including safety regulations and standards, of the country where the WORK will be located that are applicable to the WORK at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the WORK. Rockwell Automation will be responsible for compliance with such other safety or other standards

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only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being hazard free, structurally sound, and sufficient; and (4) reasonable access to the worksite as required for installing, commissioning or using the WORK.

Customer Specification. Unless otherwise specified in the Statement of Work, Rockwell Automation will not be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the WORK or Products, (ii) products made by or sourced from other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.)

Customer Information. Customer warrants that access and use of information made available by Customer to Rockwell Automation, including technical specifications, drawings, source code, application code, communication interfaces, protocols, and other documentation, will not infringe or violate any intellectual property rights of the original vendor or other third party.

RoHS. 1. Customer-Furnished Equipment (CFE) will meet all applicable material restrictions as defined in RoHS. If it does not, customer will notify Rockwell Automation prior to shipment of the CFE to Rockwell Automation. Customer will defend, indemnify, and hold harmless Rockwell Automation, its distributors, representatives, agents and employees from and against all claims, damage, losses and expenses, including attorney fees, associated with any requirements or regulations requiring these material restrictions for products or solutions.

2. The EU RoHS regulation takes effect July 22, 2017. Prior to this date, Distributor reserves the right to submit a change order proposal to customer for any requirements for RoHS-compliant products or solutions imposed on Distributor or Rockwell Automation from customer or any third parties empowered to do so.

2 Distributor Commercial Terms

2.1 Pricing Summary

McNaughton McKay Electric's price is based on the Statement of Work set forth in Section 1 above. All prices are in U.S. dollars. Proposal is valid for 30 days from date of issue.

TOTAL PRICE:

Furnishing of Variable Frequency Drives for WTP East High Service Bid					
Item No.	Description	QTY	Unit	Unit Price	Total Price
1 – 350HP 18-Pulse VFD Enclosure and Start-Up	Fabricate and Deliver 350HP Variable Frequency Drive, accessories and related Work	2	Each	\$55,230.38	\$110,460.76
Alt 1 – Contactor Bypass	Provide one (1) VFD with fully rated bypass contactor	2	Each	\$9,634.15	\$19,268.29
Alt 2 – Vibration Monitoring System	Provide Vibration Monitoring detection system as described in specification	1	Each	\$10,624.39	\$21,248.78

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Alt 3 – Extended Warranty	Provide five-year warranty from the date of substantial completion	2	Each	\$9,969.51	\$19,939.02
Alt 4 – Remote Training Class	VFD training class at the manufacturer’s facilities	2 Students	Each	\$7,981.71	\$7,981.71

Additional on-site Start-Up/Commissioning Services are offered on a per diem basis at the start-up service rate in effect at the time the service is provided. The standard (Monday - Friday, first 8 hours/day) field service rate is the rate shown below plus all travel and living expenses. Overtime (in excess of 8 hours/day) and Saturday (all hours) rates are one and one-half times the stated standard field service rate. Sunday and Holiday (all hours) rates are two times the stated standard field service rate. Travel time to and from the jobsite is billed at the stated standard field service rate. Transportation, auto rental, lodging, meals, phone, and miscellaneous expenses are billed at cost plus a 10% administrative handling fee. Auto mileage (local service) is billed at \$0.75/Mile. The minimum billing charge for field service work is four hours at the appropriate base rate plus expenses.

Current Standard Rate: \$ 210.00 per Straight Time Hour

2.2 Invoicing Schedule

Invoicing milestones are detailed below.

Milestone	Payment Percent
Delivery	50%
Milestone #2: Final Customer Acceptance*	50%

* Final customer acceptance of the system is considered received if 1) The system operates as sold 2) Customer notifies Rockwell Automation of final acceptance 3) if start-up is complete or 4) 60-days from the start-up .

2.3 McNaughton McKay Electric Terms and Conditions of Sale

See attachment.

GENERAL CONDITIONS

QUANTITIES

Quantities stated are estimated and not guaranteed.

DELIVERY

Materials are F.O.B. delivered, freight paid, to the City of Ann Arbor Water Treatment Plant at 919 Sunset Road, Ann Arbor, MI 48103.

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

After the Ann Arbor City Council has approved the award and the contract has been fully executed the successful bidder will be issued a purchase order from the City of Ann Arbor.

CONTRACT TERMINATION

The City of Ann Arbor reserves the right to terminate the contract upon 30 days written notice for any reason deemed to be in its best interest. For performance related issues, the City designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Ann Arbor's best interest and will be final.

CONTRACT TERM

The pricing provided under this ITB shall be firm for 120 days from the date approved by City Council.

TIME OF COMPLETION

The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City. The entire work for this Contract shall be delivered and complete within 140 consecutive calendar days. Shorter completion times for certain portions of the work may be specified in the Detailed Specifications. Liquidated damages shall also apply to the time of completion and the intermediate milestones as provided in the Sample Purchase Agreement.

EXHIBIT A

FAIR EMPLOYMENT PRACTICE

The contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors 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.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts

pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

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 at aahumanrightscommission@gmail.com, 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.



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 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.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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.

Table with 2 columns: Vendor Name, Vendor Phone Number. Includes handwritten entry for McNaughton-McKay Electric and a section for Conflict of Interest Disclosure with checkboxes for relationship to employee, interest in vendor's company, and other.

*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 the information provided is true and correct by my signature below:

Handwritten signature of Daniel R. Babington, date 2-24-16, and printed name Daniel R. Babington.

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
No, named employee was not involved in procurement process or decision.