



May 12, 2013

CITY OF ANN ARBOR
INVITATION TO BID
CTN PRODUCTION TRUCK UPGRADE
BID NO. ITB-4287
DUE: THURSDAY, MAY 30, 2013 AT 2:00 P.M.

GENERAL: The City of Ann Arbor's Purchasing Unit is soliciting bids for the CTN Production Truck upgrade installation and integration as specified below to the City's existing Community Television Network (CTN) Production Truck. The Purchasing Unit will accept sealed bids **on or before 2:00 P.M., Thursday, May 30, 2013**, at which time they will be opened and publicly read aloud. No bidder may withdraw their bid within 60 days after the date set for the opening thereof. Respondents agree to honor their bids for a period of 90 days from the bid due date. All bids become the property of the City of Ann Arbor once received, whether awarded or rejected. **Late bids will not be considered.**

CONTACT PERSON: If there are any questions concerning this bid with regard to Specifications and Scope, please contact Ralph Salmeron or Greg McDonald within the Community Television Network at (734) 794-6150 or rsalmeron@a2gov.org or gmcdonald@a2gov.org Monday through Friday, between the hours of 9:00 AM and 5:00 PM EDT. For questions regarding the Bid Process and Compliance, contact Karen Lancaster at (734) 794-6500 or klancaster@a2gov.org Monday through Friday, between the hours of 8:00 AM and 5:00 PM. Deadline for all questions is Friday, May 24, 2013.

COPIES OF BID: The bidder will be required to return the original plus four (4) copies of the bid along with warranty and support information. The originals must be clearly marked "ORIGINAL". All envelopes must be clearly marked "CTN PRODUCTION TRUCK UPGRADE, BID #4287". We cannot be responsible for any bid not marked as stated.

COMPLIANCE REQUIREMENTS: If total costs of all services rendered by the selected Bidder to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this bid, Bidder will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000. If total costs of all services rendered in connection with this bid to the City by the Bidder exceed \$25,000, City Council approval will be required. We have enclosed our Human Rights Contract Compliance and Living Wage Compliance Forms to be filled out and returned with your bid. Submittal of these forms with your bid is not a requirement of this bid; however, the first and second low bidders are required to complete the forms no later than 5 business days after the opening of the bids.

NON-DISCRIMINATION BY CITY CONTRACTOR(S): All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex. (See excerpt of Fair Employment Practice in Attachment A).

LIVING WAGE: All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this

agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. (See excerpt of Chapter 23 of Ann Arbor City Code in Attachment B.)

SALES TAXES: Under State Law, the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. No extra payment will be allowed under the Contract for failure of the Contractor to make proper allowance for taxes it must pay.

COST LIABILITY: The City accepts no financial responsibility for costs incurred by any Bidder in responding to the solicitation. By responding to the solicitation, the bidder agrees to not hold the City responsible if parties other than the City obtain material from its submission without their consent.

CONFLICT OF INTEREST: Bidder certifies it has no financial interest in the products or services to be provided under this agreement other than the compensation specified in the bid. Bidder further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the requirements under the bid.

INDEPENDENT COST DETERMINATION:

1. By submission of a bid, the submitter certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this bid:
 - a. They have arrived at the costs in the bid independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other bid submitter or with any competitor.
 - b. Unless otherwise required by law, the costs that have been quoted in the bid have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
 - c. No attempt has been made or shall be made by the bid submitter to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
2. Each person signing the bid certifies that he or she is the person in the bid submitter's organization responsible within that organization for the decision as to the fees being offered in the bid and has not participated (and will not participate) in any action contrary to 1.a, b, or c above.
3. A bid will not be considered for award if the sense of the statement required in the Cost Analysis portion of the bid has been altered so as to delete or modify 1.a, c, or 2 above. If 1.b has been modified or deleted, the bid will not be considered for award unless the submitter furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

DEVIATIONS FROM SPECIFICATIONS: Any deviations from each sub-section of the specifications must be fully described on Page 7 of this bid, or with an attached sheet, noting whether it meets or exceeds the City's specifications.

PRE-BID WALK-THRU: A one-hour site review for each Bidder will be scheduled from Monday, May 20, 2013 through Thursday, May 23, 2013 on a first-come, first-serve basis. The reviews will be at Community Television Network, 2805 S. Industrial Hwy., Suite 200, Ann Arbor, Michigan. Attendance will be limited to 3-4 persons per Bidder. Site reviews will be scheduled through the bid Specification and Scope contact person (above).

PROJECT REQUIREMENTS

The Project Requirements are intended to provide the general description of the work to be performed, the equipment to be provided, the features of the new equipment, and the expectations of the City for the selected vendor to meet.

The project requirements are not intended to specify each detail of each piece of equipment rather, the general equipment needed that the City understands will be required to be supplied by the vendor.

The selected vendor will be responsible for ensuring that the equipment works as intended and that all equipment, labor, and set up time has been allowed for in the proposal to ensure the City is provided with a completely functional system for CTN (i.e., installation, support, and troubleshooting) even if the City has not specified each piece of equipment to be procured.

Upgrade CTN's Production Truck

CTN needs to upgrade their Production Truck to be capable of recording in both standard definition and high definition by replacing specified control room equipment. All specified equipment to be integrated with existing four (4) Hitachi Z-HD5000 FT1 Cameras (new in box), a NewTek 3Play Replay Machine, a Mackie 1402VZL Audio Mixer and other components.

SPECIFICATIONS: Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation, and/or standard adherence. An alternate request, Alternate A, for an HDI/SDI 12x8 Matrix Switcher in lieu of the Extron 60-807-01 16x16 Multi Rate SDI Matrix Switcher, and an alternate request, Alternate B, for wireless announcer sets has been included.. Additional alternate suggestions may be offered if deviations from specifications are minor and if all deviations are properly outlined on Page 4 or with an attached sheet. Failure to outline all deviations may be grounds for rejection of your bid.

EXISTING EQUIPMENT TO BE INTERGRATED

Four (4) Hitachi Z-HD5000-FT1	Each Camera Package including: (New in Box) Z-HD5000 Camera Head TA-Z3 Tripod Plate CU-HD500 Fiber Optic CCU RU-1000VR Remote Control CA-HF1000 Optic Fiber Camera Adapter VF-HD500 Monochrome CRT Studio Viewfinder w/AT 500 mount XA20sx8.5 BRM Fujinon HDTV Lens w/o Extender MS-01 Fujinon Rear Lens Control Kit
One (1) Mackie 1402 VZL	Mackie 1402VZL Audio Mixer
One (1) NewTek 3Play	NewTek 3Play Instant Replay

PRODUCTION SWITCHER

One (1) NewTek TC855	TriCaster 855 w/ Control Surface
One (1) NewTek TCXD	Rack Rails for TriCaster
One (1) NewTek PTC855	Pro Tek Care
One (1) RCI	USB Connection on plate in front rack to connect to TriCaster

MULTIVIEW MONITOR- TRICASTER

One (1) LG 32LD452B	LG 32" LCD Monitor
One (1) Middle Atlantic RM-LCD-MT	Rack Mounted LCD Mount
One (1) Extron 60-807-01	16x16 Multi Rate SDI Matrix Switcher
One (1) Extron 60-997-01	HDMI DA Splitter 1x2
One (1) Extron 60-998-01	HDMI DA Splitter 1x4

MONITOR – TRICASTER

One (1) NEC AS221WM-BK 22" LCD Monitor

3PLAY MONITOR

One (1) NEC AS221WM-BK 22" LCD Monitor
One (1) Sanus Mount Swivel mount for bottom of cabinet – 360 swivel.

CAMERA AND I/O PANEL CABLES

Four (4) Gepco GHF92B-0-25-PB CCU to Truck Panel 25' HDC920R w/LEMO 3K P/M Plug
Four (4) Gepco GHF92A-0-10-OB 10' HDC920 w/LEMO 3K Plug – Jumper to Spools
Four (4) Gepco GHF92A-0-1000OB 330' HDC920 w/LEMO 3K Plug
Four (4) Gepco HT-485 Reeler for 330' cables
One (1) Custom Truck I/O Panel Custom Truck I/O Panel

INTERCOM

One (1) Clear-Com MS-704 Encore Four-Channel Headset/Speaker Main Station.
Four (4) Clear-Com CC300 Built-in 1-amp (2-amp peak) Power Supply, 2RU Rack Mt
Five (5) Clear-Com CC400 Single Ear Enclosed Headset
Six (6) Clear-Com RS601 Dual Ear Enclosed Headset
One (1) Clear-Com MA704 Belt packs
Encore IFB Expansion Control Panel w/ ¼" Microphone Jack,
Four Individual Talent Buttons + "All Talk" Button
One (1) Clear-Com CEP-RK Rack Mount for MA704
One (1) Clear-Com PIC4704 Encore IFB Controller Main Station Rack Mount
One (1) Clear-Com IC25-6 6 Pin Cable
One (1) Clear-Com PS702 Encore 2 Channel One-amp, Two-amp peak, 1RU Rack Mount,
Universal Power Supply. Two Channels x Three Intercom Jacks.
Three (3) Clear-Com AB120 One A/B Selectable Jack and One Program Input.
Three (3) Sennheiser HMD26-600-XQ Commentator/Translation Console, On-Air Announcer Box
Broadcast Talent Headset

RECORD

One (1) Magnavox MDR537H Magnavox DVD/Hard Drive recorder
One (1) Middle Atlantic RSH4A 3RU High Rack Mount

MISCELLANEOUS

One (1) NEC AS192 19" Field Monitor
One (1) Case Case for Field Monitor
Three (3) Middle Atlantic DS 5 space Drawers for mounting under counter
One (1) Middle Atlantic KB-SS Rack mount Keyboard Tray

NOTES

Move and/or Reconfigure

- Reconfigure rack 32" Multiview Monitor to be flush mounted
- Remove everything under counter
- Move all audio components to the left
- Relocate Crown Amplifier to front
- New audio cabling
- Add four (4) brackets for hanging tripods in rear storage area.
- Recess NewTek Tricaster Control Surface into countertop
- NewTek 3Play mounted above table and integrated into layout with connections for 3Play Controller, keyboard, and mouse

Uninstall and Delete from System

- Insciber CG
- JVC CCUs
- Echolab Switcher
- Videotek
- Knox Router
- Waveform Monitor,
- TBC
- Sony DSR 1500
- Panasonic Monitors

QUOTATION: We hereby offer to furnish and deliver F.O.B. Destination, Freight Prepaid, install, remove, integrate and configure per City of Ann Arbor specifications or equivalents at a cost of:

- \$ _____ NewTek TriCaster TC855 w/ Control Surface
- \$ _____ NewTek TCXD Rack Rail for Tricaster 855
- \$ _____ NewTek PTC855 Pro Tek Care
- \$ _____ RCI USB Connection on plate in front rack to connect to Tricaster
- \$ _____ LG 32LD452B 32" LCD Monitor
- \$ _____ Middle Atlantic RM-LCD-MT Rack mount for 32" LCD Monitor
- \$ _____ = 2 x NEC AS221WM-BK 22" LCD Monitor
- \$ _____ Sanus 360° Swivel Mount for 22" LCD Monitor
- \$ _____ Extron 60-807-01 16x16 Multi Rate SDI Matrix Switcher
- \$ _____ Extron 60-997-01 HDMI DA Splitter 1x2
- \$ _____ Extron 60-998-01 HDMI DA Splitter 1x4
- \$ _____ = 4 x _____ Gepco GHF92B-0-25-PB 25' HDC920R w/LEMO 3K Plug
- \$ _____ = 4 x _____ Gepco GHF92A-0-10-PB 10' HDC920 w/LEMO 3K Plug

- \$ _____ = 4 x _____ Gepco GHF92A-0-1000-OB 330' HDC920 w/LEMO 3K Plug
- \$ _____ Custom Truck I/O Panel
- \$ _____ Clear-Com MS-704 Encore 4 Channel Headset/Speaker Main Station
- \$ _____ = 4 x _____ Clear-Com CC300 Single Ear Headset
- \$ _____ = 5 x _____ Clear-Com CC400 Dual Ear Headset
- \$ _____ = 6 x _____ Clear-Com RS601 Belt packs
- \$ _____ Clear-Com MA704 Encore IFB Expansion Control Panel
- \$ _____ Clear-Com CEP-RK Rack mount for MA704
- \$ _____ Clear-Com PIC4704 Encore IFB Controller Rack Mount
- \$ _____ Clear-Com IC25-6 6-Pin Cable
- \$ _____ Clear-Com PS702 Encore 2 Channel Power Supply
- \$ _____ = 3 x _____ Clear-Com AB120 Commentator/Translation Console
- \$ _____ = 3 x _____ Sennheiser HMD26-600-XQ Broadcast Talent Headset
- \$ _____ Magnavox MDR537H DVD/Hard Drive Recorder
- \$ _____ Middle Atlantic RSH4A 3RU High Rack Mount
- \$ _____ NEC AS192 19" LCD Field Monitor
- \$ _____ Field Case for NEC 19" LCD Monitor. Specify Brand and Model _____
- \$ _____ = 3 x _____ Middle Atlantic DS 5 space drawer
- \$ _____ Middle Atlantic KB-SS Rack mounted Keyboard Tray
- \$ _____ Miscellaneous Cable, Connectors, Labels, etc.
- \$ _____ Installation, Configuration, Integration and Testing including:
Reconfiguring rack for 32" Multiview Monitor to be flush mounted, removing everything under counter, moving all audio components to the left, relocating Crown Amplifier to front, new cabling for audio, recessing TriCaster Control Surface into countertop, mounting 3Play Unit in cabinet above table.
- \$ _____ **Total**

Alternate A – 12 x 8 HDI/SDI Matrix Switcher in lieu of the Extron 60-807-01 16x16 Multi Rate SDI Matrix Switcher

\$ _____ Specify Brand and Model _____

Alternate B – Wireless Announcers Sets

\$ _____ = 3 x _____ Clear-Com PTX-3 Wireless Transmitter

\$ _____ = 3 x _____ Clear-Com PRC-2 Wireless Receiver w/ CC-010 IFB Ear Set

\$ _____ = 1 x _____ Clear-Com PRK-2 Rack Mount Kits for PTX-3 Transmitter

\$ _____ **Alternate B Total**

EXCEPTIONS TO SPECIFICATIONS (list here, attach additional sheet(s), literature and samples):

WARRANTY: The equipment shall be fully guaranteed against any defects in material and workmanship for a minimum of one year or the manufacturer’s standard guarantee, whichever is greater.

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

CERTIFICATION: We hereby certify that the equipment provided will meet or exceed your specifications in every respect.

 Authorized Representative's Signature

 Printed Name

ERRORS/OMISSIONS/DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective bidder and/or service provider shall be brought to the attention of Ralph Salmeron or Greg McDonald within Community Television Network at (734) 794-6150 as soon as possible after discovery. Further, the bidder or vendor shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

DEFAULT: Is defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persist, the City of Ann Arbor will notify the contractor in writing. The contractor will be given thirty (30) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

TERMINATION: The City of Ann Arbor reserves the right to terminate any award to the bidder for cause, without any liability, upon 30 days notice from the Service Area Administrator or his authorized representative (see Default above).

DELIVERY LOCATION: The equipment specified will be delivered F.O.B. Destination, freight prepaid to the following location:

Community Television Network
Attn: Ralph Salmeron
2805 S. Industrial Highway
Suite 200
Ann Arbor, MI 48104

DELIVERY: Delivery and installation is desired as soon as possible, F.O.B. 2805 S. Industrial Highway, Ann Arbor, MI, 48104, freight prepaid. Delivery and installation must be made within 60 calendar days after receipt of purchase order.

_____ We can meet delivery schedule.

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

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

AWARD: All submissions shall be evaluated with the emphasis placed on the Bidder's ability to meet the City's uptime, technical and legal requirements, the completeness of the bid, and the criteria specified below. A Selection Committee composed of staff members from Information Technology Services Unit will evaluate responses to this solicitation. Submissions will be evaluated through a weighted point system that will include the areas outlined:

1. Completeness, Clarity and Accuracy of Bid and Supporting Documents (25 pts)
2. Qualifications, References and Experience of Company (30 pts)
3. Plan and Ability to Minimize Downtime. (25 pts)
4. Cost alignment with budget limitations and fiscal necessity. (20 pts)

The award will be to the Bidder with the highest total score, or in any manner deemed to be in the best interest of the City of Ann Arbor. The City will have the option of adding or deleting quantities of components as determined by internal purchasing cycles and/or budget constraints.

RESERVATION OF RIGHTS: The City of Ann Arbor reserves the right to accept any bid or alternative bid in whole or in part, to 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 City.

NOTE: Previous relevant experience and performance will be a factor in making the award.

REFERENCES: Bidders must supply the City with a list of at least three public agencies or companies for which the Bidder has Data Center UPS installations that are essentially equivalent to the Bidder's bid to the City. Any major difference between the Bidder's bid to the City and these companies must be noted. Failure to list references will result in your company being disqualified.

PLEASE CHECK:

We have read the attached specifications thoroughly? _____ Yes _____ No

Are all exceptions to the attached specifications properly outlined? _____ Yes _____ No

INVOICE TERMS: Discount of ___% or \$_____ will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor within sixty (60) days of the bid opening, a binding contract will be in effect for the delivery of the goods in accordance with the bid.

RETURN BID TO: CITY OF ANN ARBOR
Procurement Unit
Fifth Floor-City Hall
301 E. Huron
P.O. Box 8647
Ann Arbor, MI 48107

COMPANY

ADDRESS

CITY STATE ZIP

Is Company Incorporated? Yes [] No [] If yes, what state? _____

Social Security Number or Tax ID Number: _____

Company's Representative

Signature

Printed Name

Title

Date

Phone Number

Attachment 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.

Living Wage Ordinance Excerpts

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.

- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$9.68 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$11.21 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2003, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2003. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1:815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

**ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

- _____ This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
_____ This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Company Name

Address, City, State, Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6500

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour

If the employer provides health
care benefits*

\$13.96 per hour

If the employer does **NOT**
provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

City of Ann Arbor: General Terms and Conditions

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

Tax Exemption: The City of Ann Arbor is tax exempt, ID# 38-6004534.

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

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

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

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

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

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

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

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

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

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

Laws Governing: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

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

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

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

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

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

Payments: All invoices for goods and services shall be emailed to 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.