

REQUEST FOR PROPOSAL

RFP # 17-09

Complete Video Wall Display System

City of Ann Arbor
Public Works Unit



Due Date: April 25, 2017 by 2:00 p.m. (local time)

Issued By:

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

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SECTION 1- GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor (City) is seeking qualified Proposers to provide a video wall system including all hardware, software, video output/monitor devices, cabling, installation, configuration, and integration services required for the City of Ann Arbor Traffic Operation Center (TOC).

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before April 13, 2017 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Chuck Fojtik ,
Public Works Supervisor, - cfojtik@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer
- cspencer@a2gov.org

Should any prospective proposer be in doubt as to the true meaning of any portion of this RFP, or should the proposer find any ambiguity, inconsistency, or omission therein, the proposer shall make a written request for an official interpretation or correction by the due date above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the proposer's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held:

WHEN: April 10, 2017 at 9:00 a.m.

WHERE: 4251 Stone School Road, Ann Arbor, Michigan 48108

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective proposers and to answer any questions concerning this RFP. Any

questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the proposer. An official authorized to bind the proposer to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposers, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected proposer to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of May 1, 2017**. Proposer must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposer's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City Procurement Unit on, or before, April 25, 2017 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**

- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **“RFP No.17-09 – Complete Video Wall Display System”** and list the proposer’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any proposer for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Proposers are responsible for submission of their proposal. Additional time will not be granted to a single proposer. However, additional time may be granted to all proposers at the discretion of the City.

A proposal will be disqualified if:

- 1. The fee proposal is not contained within a separate sealed envelope.**
- 2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.**
- 3. The forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E – City of Ann Arbor Prevailing Wage Declaration of Compliance, Attachment F - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.**

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposer's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix H. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected proposer's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. HUMAN RIGHTS REQUIREMENTS

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 as outlined in Attachment B 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.

J. WAGE REQUIREMENTS

The Proposer is expected to comply, and to require its subcontractors to comply, with all applicable sections of Federal and State prevailing wage laws, duly promulgated regulations, the City of Ann Arbor Code of Ordinances, and its Prevailing Wage Compliance Policy as defined within the contract documents. The Proposer shall provide, and shall require its subcontractors to provide, the required certified payrolls, city-required declarations, and reports requested elsewhere in the contract documents within the timeline(s) stipulated therein.

The applicable wage decisions for this project are included in Appendix II.

The Proposer shall attend any required meetings as needed to fully discuss and ensure compliance with the contract requirements regarding prevailing wage compliance. The Proposer shall require all employees engaged in on-site work to participate in, provide the requested information to the extent practicable, and cooperate in the interview process. For projects with a duration of on-site work of 7 days or less, the City will not conduct wage rate interviews. However, the Proposer will still be required to submit certified payroll reports with their invoice.

Certified Payrolls may be submitted on City-provided forms or forms used by the Proposer, as long as the Proposer's forms contain all required payroll information. If the Proposer elects to provide their own forms, the forms shall be approved by the City's Supervising Professional prior to the beginning of on-site work.

Fee estimate and invoice shall include an item for 'Certified Payroll Compliance and Reporting.'

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the proposer complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected proposer unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the proposer prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, proposer agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent 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.

N. PROPOSAL PROTEST

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

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	April 13, 2017, 10:00 a.m.
Addenda Published (if needed)	Week of April 17, 2017
Proposal Due Date	April 25, 2017, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of May 1, 2017
Selection/Negotiations	May 2017
Expected City Council Authorizations	June 2017

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected proposer will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all proposers.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.

5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more proposers to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

1. General Overview

The City of Ann Arbor (City) is seeking qualified Proposers to provide a video wall system including all hardware, software, video output/monitor devices, cabling, installation, configuration, and integration services required for the City of Ann Arbor Traffic Operation Center (TOC), located at 4251 Stone School Road, Ann Arbor, Michigan 48108. The City TOC is a citywide center that houses the traffic operations staff responsible for monitoring traffic and providing transportation system operations, and incident management services. The video wall system will be utilized by City operations staff to display, monitor and manage video feeds from the City network. The video wall system will also be utilized by City operations staff to display and monitor video feeds from Michigan Department of Transportation (MDOT) and other agency/institution partners. In addition, the video wall system will also display video and audio feeds from workstation applications, national news, local news, and weather channels. The successful Proposer will provide design, procurement of equipment, installation, integration, documentation, testing, training, and maintenance & warranty services for the video wall, and modification of existing TOC room for the video wall.

The successful Proposer shall furnish, install and integrate a fully functional (turn-key) and operational video wall display system and ancillary hardware, software, network switches, and wiring within the City TOC room.

The proposed design shall include all facets of video wall construction and installation including all equipment cut-sheets, technical details, device interfaces, design drawings, and control software specifications. The final design shall be submitted to City within 30 days of the Notice to Proceed letter from the City. The design materials must be reviewed and approved by the City prior to equipment procurement, with review by the City within 10 business days of receipt of the proposed design materials.

Video wall design shall be fully configurable, scalable, and capable of supporting agency control and matrixing of video sources onto any video monitor devices in a completely flexible and extensible manner through the provided equipment and software. In addition, the video wall system shall support and allow for future functionality with the continued addition of multiple video sources, without separate, ongoing or continued licensing fees by device or source (input or output).

2. Minimum Qualifications

- A. At least three (3) similar video wall installations successfully completed within the past 24 months.
- B. Successfully designed and installed three (3) command and control rooms in the last 48 months. Client references must be provided for each of these documented installations.

- C. Must have certified reseller/installation integrator certifications for all the product lines and devices proposed for this submittal and video wall design solution.
- D. On-staff maintenance and installation technicians (a minimum of one) that are within 4-hours driving distance of City TOC to support a warranty/maintenance repair request from City to the selected vendor/contractor.
- E. Been in business supplying and/or integrating video walls and video wall management systems for a minimum of 5 years.
- F. All work persons employed by the Proposer performing activities on this project shall be skilled in the relevant aspects of installation, manufacture, adjustment, and repair of the equipment used by evidence of their licenses, experience and factory or manufacturer certifications.
- G. Preferable proposer has worked in the Michigan ITS environment.

3. Project Management

A. Project Manager

The Proposer shall designate a project manager who will have overall, daily responsibility for the project and demonstrate good project management practices while working on the project. This person will be responsible for the project management and coordination with City and other activities including any other contractors or vendors working in the building; this include management of time, resources and documentation. The project manager shall maintain complete and accurate project records in hard and electronic copy of all activities and any other events relating to the contract.

B. Schedule

Proposer shall develop and submit a project schedule based on Critical Path Method (CPM) outlining the anticipated schedule from the time the contract is awarded to the final acceptance of the video wall system.

C. Project Initiation Meeting

The successful Proposer shall attend and participate in a project initiation meeting to be held at City TOC. City will coordinate the scheduling of the meeting with the successful Proposer Project Manager.

The project initiation meeting will focus on the project requirements, schedule, staffing and coordination necessary for the project implementation. The successful Proposer's key staff is required to attend the kick-off meeting. The successful Proposer shall provide a meeting summary and an updated baseline project schedule based on meeting discussions

D. Progress Meetings

The successful Proposer shall participate in bi-weekly progress meetings to plan and coordinate project activities, address project requirements and scheduling. The successful Proposer shall provide a written progress report and schedule at each meeting which includes the activities performed in the previous two weeks

and the anticipated tasks to be completed in the next two weeks. Meetings will be a combination of in-person meetings, and teleconferences, the in-person meetings will be held at City facilities. The successful Proposer should anticipate 25% of the progress meetings will be in-person.

3. Video Wall System Requirements

A. Video Display Requirements

- The video wall shall consist of 60-inch HD LED illuminated rear projection cubes, configured in a four cubes wide by two cubes high array. Each display cube shall provide resolution of 1,920 pixels horizontal by 1,080 pixels vertical. This shall create a viewable space of 210.4 inches wide by 59.1 inches tall and a total resolution of 7,680 pixels horizontal by 2,160 pixels vertical (with 5% over-scanning). The bottom edge of the video wall array should start at 30 inches above the operator's floor; a custom structure with cladding must be provided.
- The projection cube should have a contrast ratio of 1,000:1 or greater (typical).
- The screen must be a high brightness, black stripe screen.
- The projection cube shall have a lateral color shift of no more than 1.0 pixel (.75 for R, 1.0 for B).
- The projection cube shall use a 12-bit dither and gamma circuit.
- The projection cube shall use OSRAM red, green and blue LED's and shall not require color wheel.
- The projection cube must incorporate color space control, which will allow a technician to adjust Red, Green and Blue values for each of the primary and secondary colors Red, Green, Blue, Magenta, Yellow and Cyan.
- The projection cube shall have a digital gradation circuit and shall ensure a uniform display from screen edge to screen edge.
- The mullion size shall be 1mm to 2.5mm horizontally and vertically, depending on the size of the configuration. This variance allows for expansion due to heat and humidity.
- The video wall system shall utilize display technology DLP™ (0.65" DLP™ 1 chip)/ DarkChip3™/ BrilliantColor™ of Texas Instruments. Each chip shall have a native resolution of HD (1,920 x 1,080). The projection cube shall not utilize Smooth Picture or Wobulation.
- The automatic brightness and color system shall utilize three separate sensors for red, blue, and green to allow for more accurate color and brightness tracking.
- The video wall shall provide a mechanism to continually and automatically color balance itself, without external probes or technician interaction or an external PC/CPU.
- Each LED rear-projection cube must automatically communicate with the other rear projection cubes and must calibrate its own brightness level every 2 seconds or less to ensure that each cube in a video wall has the same brightness level.
- Each LED rear-projection cube shall be capable of three (3) Brightness Levels – Eco Mode, Normal Mode and Bright Mode to allow the user to select a level based on brightness, power consumption, and BTU output.

- The projection cube should produce a minimum of 280 cd/m² in Eco Brightness mode.
- The projection cube should produce a minimum of 560 cd/m² in Normal Brightness mode.
- The projection cube should produce a minimum of 700 cd/m², in Bright mode.
- The video wall system shall be rated for 24/7/365 operations for 60,000 Mean-Time Between Failure (MTBF) hours.
- Each projection cube LED Illumination unit shall have a life span of 60,000 hours in Eco Mode, Normal Mode or Bright Mode.
- The audio noise shall be 30dBA at 3 feet distance from the screen center.
- Each LED rear-projection cube shall utilize an air-cooled solution. Each LED rear-projection cube shall utilize variable speed cooling fans with a lifespan of 60,000 hours for longevity. Liquid-cooling has been deemed an unacceptable solution due to its instability, and low MTBF on expensive components.
- The projection cube must have internal heat sensors to monitor the internal temperature. The values shall be able to be monitored by a technician via remote control.
- Each LED rear-projection cube shall be accessible from the front. The video wall display shall be configured for easily accessible front access for maintenance and troubleshooting.
- Each LED rear-projection cube shall have a maximum depth of 20.5" and require only 2" of clearance.
- The video wall shall be controlled from operator consoles or remote desktops on the network. Scalable "windows" should be adjustable by mouse, and keyboard entry via a centrally controlled Graphical User Interface (GUI) software application.
- If one or more components are turned off (for troubleshooting or maintenance) the remaining displays of the video wall should continue to operate.
- The video wall shall have support for integrated or external power supplies.
- The overall system shall interface with the City's existing traffic observation and management systems, and shall give control room operators the ability to post workstation desktops and virtual machine desktops to the video wall monitors.
- Proposer shall install video wall on the same TCP/IP network segment as City's existing traffic observation and management system. Connectivity to City's existing traffic observation and management system shall be via Ethernet cables provided by the Proposer.
- Provide an HDMI and DVI input on the wall that is tied in to the proposed video wall system.
- Provide a spare set of LED light engine for the video wall in the TOC. The spare LED light engine must be tested by the contractor prior to turning over the unit to the City.
- Each LED rear-projection cube shall be designed such that the light engine is enclosed and can be replaced in the same cabinet without having to install a new cabinet. This means that the display wall can be refreshed with new light engines at 60,000 hours.

- Each LED rear-projection cube shall possess a screen with a minimum ½ gain viewing angle of 35° Horizontal and 10° Vertical.
- Each LED rear-projection cube should be able to switch between High Brightness mode and Normal mode and ECO mode through the remote control or computer application interface without having to power the cube down or throw a mechanical switch.
- Each LED rear-projection cube shall have automatic on screen diagnostics that indicates display conditions. This on screen diagnostics should be easily viewable from any operator position. The projection cube should also have error codes viewable from the rear LED of the cube for further diagnostics.
- Each LED rear-projection cube shall have the capability for Electrical Geometry Adjustment that can be performed with remote control so that one technician can electronically adjust/align the geometry adjustments for each cube in the entire display wall.
- Each LED rear-projection cube shall have a built-in (no card) DVI-I input (Digital with HDCP, Analog).
- Each cube shall be IP addressable via built-in RJ45 connector. Each cube shall support control via RS-232C via a 9-pin D-Sub connector. Each cube shall support both wired and wireless remote control
- Each LED rear-projection cube shall be RoHS and WEEE compliant.

B. Structure Requirements

- The Proposer shall prepare and submit design plans for a self-standing modular assembly anchored to the concrete floor and/or ceiling prior to installation.
- Proposer shall measure the actual dimensions prior to designing the structure. No modifications may be made to existing doorways, walls, ducts, floors and ceilings. The structure shall allow horizontal and vertical adjustments to be made to level the video wall.

C. Communication Cabling and Infrastructure

- Cable Management should be built into each rear projection cube and should expand along with the use of multiple rear projection cubes.
- The successful Proposer shall be responsible for furnishing, installing, and integrating all communication cables necessary for complete functionality of the video wall system. Proposer shall submit a Cable Management Plan for review and approval by City. The Cable Management Plan shall specify cable type labeled accurately per communication standards, cable lengths, cable locations, splice/junction boxes locations and any extenders used.
- All cabling shall be concealed above ceilings, behind panels and walls, and inside console cabinets. Communication cabling installed above ceilings shall be in the cabling tray runs provided or new cabling trays furnished and installed by the Proposer.
- All communication, networking, video wall processor, and A/V related equipment required to make the system functional shall be furnished and installed in an equipment cabinet provided by the Proposer. The equipment cabinet shall be located in the server room within 100 feet from the video wall.

D. Electrical

- The Proposer shall be responsible to coordinate all electrical work related to the installation of the video wall system with the City, including all of the necessary grounding/bonding of electrical power supplies/service used for the proposed video wall system. Reviews shall be conducted by the successful Proposer prior to installation to examine the breaker panels available for the video wall system. The Proposer is responsible for conducting load calculations and propose modifications to the existing electrical panels. Any modifications required to the electrical system must be submitted to City prior to installation. City will modify the existing electrical panels to provide sufficient power for the system. The Proposer is not responsible for electrical installations and material upgrading the electrical panels to support the video wall system.
- Ensure all components of the video wall system will be powered by the existing City backup generator in the event of a power outage.
- All electrical cable installed (by a current licensed Michigan Master Electrician) shall be installed in rigid galvanized steel (RGS) conduit to ensure no electromagnetic interference with nearby equipment and communication cables. The Proposer must size the conduit to fit the proposed cables and meet NEC requirements for fill ratio.

E. Video Wall Processor/Software Requirements

- Be rated for 24/7/365 operations.
- Be installed on existing server rack, located in the existing Server Room.
- Be connected on City traffic monitoring and management network.
- The projection cube must have 128 input memories to store resolution, position, contrast, tracking, etc. Video wall system must be able to allocate up to 128 channels or up to 128 different variations for a particular input port. Assignment of 128 input channels to types of input shall be discussed with and approved by City prior to installation.
- Be able to host traffic monitoring and management applications used by the City.
- Video Wall System control software shall be capable of dynamically balancing color and brightness between all the display units via a user-friendly GUI software application.
- Have an active solution for image persistence and/or image staining.
- Have remote management and video wall source/monitor configuration capabilities.
- Allow for interoperability between third party software systems including the existing traffic monitoring and management software. Examples of how this interoperability would be used include pushing a video source to a pre-defined location on the wall and the ability to pre-load a video source into buffer to allow video source to be seamlessly transitioned between two feeds without having a “loading” or “buffering” icon be seen by local viewers.
- Be able to receive data from a wide variety of visual inputs including digital video, web based sources, local workstations and network workstations.

- Provide a complete all digital solution for routing, displaying, and managing visual information on the video wall as well as capable of functioning with traffic observation camera software.
- Provide the capability to automatically turn on/off the video wall by the time of day as designated by City staff.
- Provide the capability of controlling television channels from TOC operator's station via remote control and/or software control.

F. Input and Output Terminals

- The processor shall use one or more of the following digital display interfaces to send high definition video and audio from a source device to a display: Display Port, HDMI, DVI, HDBaseT, SDI or VGA.
- The processor shall have the capability of outputting to and controlling two (2) future remote displays, with each display having a resolution of 1,920 by 1,080 pixels.
- Provide input terminals for:
 - Video wall control via software at all TOC operator workstations
 - Cable/Satellite TV via coax input (there is existing coax input in TOC server room.)
 - Traffic IP Video Feed
 - Connection port in TOC room to workstation/laptop for presentation
 - Audio Input from two (2) TOC workstations
 - Audio Output from processor

G. Video/processor Requirements

- Be able to decode digital video including H.264 format.
- The video wall system shall display High Definition (HD) and Standard Definition (SD) signals with resolutions of (1920x1080) and (720x480) respectively.
- Reproduce live motion camera images with no dropped frames at 30 frames per second.
- Display a minimum of 40 (expandable to more) concurrent video streams upon video wall.
- Process multiple commands on changing video sources to pre-defined wall locations without noticeable delay via a centralized control GUI software application. Lag should not be more than 3 seconds at most and should not be seen when video sources are being run on every monitor.
- Be able to push different "sources" to pre-defined locations on the wall. All locations are defined during creation of video wall display layout or pattern in the video wall software and can be saved.
- The video processor shall be able to display one of eight (8) predefined layouts for the video wall. The layouts must be configurable to allow any combination of size and quantity of images on the video wall.
- One (1) year full maintenance shall be included in the initial price proposed from the date of final acceptance. Each additional maintenance yearly cost will be presented as one (1) year optional costs from year two (2) to year five (5) post installation. Maintenance cost shall include all labor, travel and materials.

H. Configuration Requirements

- Layouts on the video wall shall be capable of being customized, matrixed, tiled and saved by user profile, schedule, and configuration (layout, sources, devices, displays) settings.
- Scalable and separate video “windows” (by source selection from the GUI video control software) shall be adjustable by both click & drag, and keyboard entry/selection.
- The visual sources shall be placed and resized individually anywhere on the wall and within a single video wall display cube.
- Operators shall have viewing and control capability of the video wall at each TOC operator workstation using one or more of the following methods:
 - By client software on the TOC operators’ workstations (which run on Windows operating systems); or
 - Create user accounts with customizable permission levels for configuration and management of the video wall system.

I. Software Licenses

Provide all software licenses, license agreement terms and fees as well as any fees required for the processor. The cost of all software, including licenses, should be included in the initial cost proposal and approval by City. Installation, configuration and use of additional video sources and displays shall not require separate, additional or ongoing licensing costs (by device or on an annualized basis).

4. Video Wall Construction Requirements

A. Permits and Licenses

The successful Proposer shall be responsible for complying with all applicable local ordinances, codes, and regulations. The successful Contractor shall acquire and properly display, without cost to City, all necessary construction permits and/or licenses.

B. Installation

The successful Proposer shall be responsible for all tools, equipment, and materials necessary for installing video wall system components, servers and switches, electrical service (City to provide adequate electrical feed to the TOC), and communications infrastructure. These include hydraulic lift platforms, ladders or other tools necessary to perform the job.

C. Mounting and Cabling

The successful Proposer shall furnish and install all cabling, components, mounting equipment and hardware as required for the complete operable video wall system. The Proposer shall take into account the length of cable needed to make all connections; no additional funds will be approved for longer cable runs or extenders.

D. Video Integration

The proposer shall oversee the integration of video wall software with existing City network, workstations and traffic operations and management system.

E. Facility Maintenance

Any existing building structure, ducts, drywall, paint, floor, or ceiling damaged during construction and installation of the video wall shall be repaired and/or replaced by the Proposer at no cost to the City. Upon completion of installation of the new video wall system, the Proposer will be required to properly clean the entire construction area.

F. Facility Access

The Proposer shall use the loading bay area of the building for bringing in equipment to perform work in the TOC. A City staff member will have to be present to allow access to the TOC for all installations and repairs

5. Documentation

A. Design Documentation

Proposer shall provide design documentation consisting of design calculations, construction plans, and schematics of the planned video wall system architecture and tie-ins to the electrical system and the TOC server room. Additionally, the Proposer shall provide a complete list of bill of materials, with model numbers, serial numbers, quantities and warranty information for review. The design documentation submitted shall adequately address the complete design of all elements of the video wall system. The Proposer shall submit three (3) hard copies and one electronic copy for review and approval.

B. Manuals

The successful Proposer shall submit the following types of manuals for the video wall system prior to training:

- Installation Manual - This manual shall describe the installation procedures for all components, subassemblies, and assemblies.
- User Manual - This manual shall describe how the equipment is to be operated. The user manual shall include control layouts and displays for operating a fully functioning video wall.
- Maintenance Manual - This manual shall describe the maintenance procedures for all components, assemblies and subassemblies. The manual shall include information on preventative maintenance and repairing the equipment, hardware, software, connections, interfaces, and cabling as applicable.
- System Documentation and Integration Manual - This manual shall describe the overall module and option numbers, give a functional description for each system element, and explain how they function together in a complete operational system. It shall also include detailed specifications prepared by the manufacturer for the products supplied by the Proposer.
- Software Manual - This manual shall fully document the system management software including full descriptions of functions, flowcharts, and utilities required

to support and configure, as well as listings and associated descriptions for complete operation of software programs. Software manual shall describe the operation of the software, including all the features of the graphical user interface.

6. Testing

A test plan shall be developed by the Proposer to include the following testing phases. The Proposer shall be responsible for conducting and documenting the test results. The Proposer shall be responsible for the maintenance of all equipment furnished and installed until final acceptance and any unsuitable materials will be replaced by the Proposer at no additional cost to City. The test plans shall be submitted to City for review and approval.

- Pre-Installation Component Test - Testing all electrical and mechanical components of the video wall system to verify compliance with manufacturer's and RFP requirements. This test plan shall be completed by the successful Proposer and approved by City before materials are delivered to the TOC.
- System Acceptance Test – Testing the video wall to ensure it is properly installed and the all components function as a system to meet the RFP requirements. This test shall take place after the entire video wall system is installed at the TOC. A test plan shall be completed by the successful Proposer and approved by City a minimum of one week before the testing on site is scheduled.
- System Burn-In – The system shall operate without failures for a burn-in period of 30 days. Any issues or repairs that arise during this time are the responsibility of the Proposer. The Proposer shall correct any major issues within 24 hours. If the issue is not resolved, the burn-in clock will stop and resume once the issue is resolved.
- Final Acceptance – Final acceptance shall be issued upon completion of the system acceptance test period and verifications that all project requirements have been met. Warranty period will begin upon final acceptance.

7. Training

A. Training Course

- The successful Proposer shall prepare a training course for City TOC staff of the video wall system. The training course and materials shall be approved by City a minimum of two weeks before the training is scheduled. The training shall cover operation and maintenance of the system hardware and software, including the replacement of video wall components.
- The training session shall be completed within four (4) hours and have no more than 8 participants.
- Training shall occur within two weeks of final acceptance of the system

B. Training Materials

The successful Proposer shall provide all materials and instructors for the training. The training material shall be tailored to represent the video wall system and features installed at the TOC. The successful Contractor is responsible to provide six (6) hard copies of the training materials and one electronic copy.

C. Training Location

Training shall occur at City TOC.

8. Warranty

A. Manufacturer

The successful Proposer shall provide all manufacturers' warranty (parts, software, labor) for all hardware provided as part of their video wall solution. The warranty period shall begin at final acceptance of the video wall system. Warranty for the entire video wall system shall be three (3) years.

B. Extended Warranty

If manufacturers' warranty does not meet the (3) year requirement, proposer shall include extended warranty costs in their cost proposal

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Proposers should organize Proposals into the following Sections:

- A. Understanding of Service
- B. Professional Qualifications
- C. Past Involvement with Similar Projects
- D. Proposed Work Plan
- E. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- F. Authorized Negotiator
- G. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

- A. Understanding of Service – 20 points
 1. Based on the information in the RFP, provide detailed information demonstrating the Proposer's understanding of all aspects of the project. This includes, but is not limited to, the understanding of video wall systems and use for traffic operations centers, understanding of the planning/design installation, and integration of a fully functional system.
- B. Professional Qualifications – 20 points
 1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
 2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title, and availability for this project. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
 3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

C. Past Involvement with Similar Projects – 10 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm and the individuals to be involved in the project. For projects in which several of the proposed Key Personnel were involved, the Proposer may provide a single project description. Highlight experience relevant to the Project the Proposer has gained in the last three (3) years. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person. City may elect to use the information provided above as a reference check.

D. Proposed Work Plan – 30 points

Provide a detailed and comprehensive description of how the Proposer intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when items outlined in the RFP will be delivered to the City, communication and coordination, the working relationship between the proposer and City staff, and the company's general philosophy in regards to providing the requested services.

Integration of the Project with City's existing TOC and communication network is critical to the success of the Project. City is seeking a Proposer that has demonstrated experience with integrating Video Wall systems, preferably in Michigan. The Proposer shall describe their approach to system integration, including physical connections, software configuration and coordination with third-party vendors, testing and troubleshooting, acceptance testing, and burn in procedures. The Proposer must consider City's current and future integration needs. The plan shall detail City's responsibilities in successful integration and any assumptions made regarding the existing systems with respect to limitations of the Proposer's responsibility of integration. Proposer shall include a preliminary design of the video wall system for City TOC as part of work plan.

Proposers shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

E. Fee Proposal - 20 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Proposers shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

F. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

G. Attachments

Legal Status of Proposer, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through E) to select firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the proposers.
2. The committee then will schedule interviews with the selected firms if necessary.
3. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the proposers based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

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.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

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

ADDENDA

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

Each proposer must acknowledge in its proposal all addenda it has received. The failure of a proposer to receive or acknowledge receipt of any addenda shall not relieve the proposer 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 official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – City TOC Room Photograph

Attachment B – Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Sample Wage Decisions and Certified Payroll Reporting Form

Attachment F – Vendor Conflict of Interest Disclosure Form

Attachment G – Non-Discrimination Ordinance Poster

Attachment H – Living Wage Ordinance Poster

Attachment I – Sample Professional Services Agreement

**ATTACHMENT A
CITY TOC ROOM PHOTOGRAPH**



**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*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 with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

**ATTACHMENT C
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

_____ Company Name

Signature of Authorized Representative _____ Date

_____ Print Name and Title

_____ Address, City, State, Zip

_____ Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

**ATTACHMENT D
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 an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

ATTACHMENT E CITY OF ANN ARBOR PREVAILING WAGE DECLARATION OF COMPLIANCE

The “wage and employment requirements” of Section 1:320 of Chapter 14 of Title I of the Ann Arbor City Code mandates that the city not enter any contract, understanding or other arrangement for a public improvement for or on behalf of the city unless the contract provides that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. Where the contract and the Ann Arbor City Code are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used. Further, to the extent that any employees of the contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with section 1:320 of Chapter 14 of Title I of the Code of the City of Ann Arbor, employees shall be paid a prescribed minimum level of compensation (i.e. Living Wage) for the time those employees perform work on the contract in conformance with section 1:815 of Chapter 23 of Title I of the Code of the City of Ann Arbor.

At the request of the city, any contractor or subcontractor shall provide satisfactory proof of compliance with this provision.

The Contractor agrees:

- (a) To pay each of its employees whose wage level is required to comply with federal, state or local prevailing wage law, for work covered or funded by this contract with the City,
- (b) To require each subcontractor performing work covered or funded by this contract with the City to pay each of its employees the applicable prescribed wage level under the conditions stated in subsection (a) or (b) above.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the wage and employment provisions of the Chapter 14 of the Ann Arbor City Code. The undersigned certifies that he/she has read and is familiar with the terms of Section 1:320 of Chapter 14 of the Ann Arbor City Code and by executing this Declaration of Compliance obligates his/her employer and any subcontractor employed by it to perform work on the contract to the wage and employment requirements stated herein. The undersigned further acknowledges and agrees that if it is found to be in violation of the wage and employment requirements of Section 1:320 of the Chapter 14 of the Ann Arbor City Code it shall be deemed a material breach of the terms of the contract and grounds for termination of same by the City.

Company Name

Signature of Authorized Representative Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

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



ATTACHMENT F

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

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

ATTACHMENT G
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

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

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

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

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

ATTACHMENT H

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 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
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX I: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and _____

(“Contractor”) a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.
Project name

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide _____
type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the

contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim

were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the

Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor 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 acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or

liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48103

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XV. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor 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 Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor
By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

APPENDIX II – WAGE DECISION AND SAMPLE CERTIFIED PAYROLL TEMPLATE

General Decision Number: MI170100 02/24/2017 MI100

Superseded General Decision Number: MI20160100

State: Michigan

Construction Type: Building

County: Washtenaw County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/20/2017
2	02/03/2017
3	02/24/2017

ASBE0025-003 06/01/2016

Townships of Ann Arbor, Augusta, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, Ypsilanti & York

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.51	31.04

ASBE0047-001 07/01/2016

Townships of Bridgewater, Dexter, Freedom, Lims, Lyndon, Manchester, Sharon & Sylvan

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.22	16.48

BOIL0169-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.78	28.39

BRMI0009-010 08/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 33.70	20.37
TILE FINISHER.....	\$ 26.65	18.21
TILE SETTER.....	\$ 33.00	18.21

CARP0687-001 06/01/2016

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 31.16	26.56

CARP1045-001 06/01/2016

	Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring).....	\$ 28.00	23.02

CARP1102-002 06/01/2013

	Rates	Fringes
MILLWRIGHT.....	\$ 31.11	28.64

ELEC0252-010 06/14/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 34.58	25.22

ENGI0324-017 06/01/2016

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 39.64	22.90
GROUP 2.....	\$ 38.14	22.90
GROUP 3.....	\$ 36.64	22.90
GROUP 4.....	\$ 36.34	22.90
GROUP 5.....	\$ 35.52	22.90
GROUP 6.....	\$ 34.66	22.90
GROUP 7.....	\$ 33.69	22.90

GROUP 8.....	\$ 31.98	22.90
GROUP 9.....	\$ 23.64	22.90

FOOTNOTES:

Tower cranes: to be paid the crane operator rate determined by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2015

	Rates	Fringes
IRONWORKER		
REINFORCING.....	\$ 28.30	24.60
STRUCTURAL.....	\$ 33.78	27.84

LABO0334-005 06/01/2015

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1.....	\$ 19.76	9.15
GROUP 2.....	\$ 15.54	9.15

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel

equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO0499-005 08/01/2014

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Sandblaster.....	\$ 28.32	13.85
Mason Tender - Brick; Mason Tender - Cement/Concrete.....	\$ 28.52	13.85
Pipelayer.....	\$ 28.64	13.85

PAIN0022-003 06/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 26.06	17.66
PAINTER: Drywall Finishing/Taping.....	\$ 27.05	18.26
PAINTER: Spray.....	\$ 26.86	17.66

PAIN0357-002 06/01/2015

	Rates	Fringes
GLAZIER.....	\$ 30.05	18.10

PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.

PLAS0514-006 05/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 31.55	14.80

PLUM0190-004 06/01/2016

	Rates	Fringes
PIPEFITTER (Including HVAC		

Pipe Installation; Excluding HVAC System Installation).....	\$ 38.99	21.06
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 38.99	21.06

ROOF0070-001 06/01/2016

	Rates	Fringes
ROOFER.....	\$ 31.37	15.98

SFMI0704-001 01/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.25	22.42

SHEE0080-001 07/01/2015

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 37.24	26.56

* TEAM0247-001 06/01/2016

	Rates	Fringes
TRUCK DRIVER GROUP 1 Flatbed; Pickup; Dump & Tandem.....	\$ 25.94	0.60+a
GROUP 2 Semi.....	\$ 26.09	0.60+a
GROUP 3 Lowboy.....	\$ 26.19	0.60+a

PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday and, if work is performed, the rate shall be double time.

FOOTNOTE:

a. \$418.45 per week, plus \$62.00 per day.

SUMI2011-025 02/01/2011

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE)										(2) ADDRESS														
(3) PAYROLL NO.					(4) FOR WEEK ENDING					(5) PROJECT AND LOCATION					(6) CONTRACT ID									
(a) EMPLOYEE INFORMATION	(b) WORK CLASSIFICATION	(c) Hour Type	(d) DAY AND DATE							(e) TOTAL HOURS ON PROJECT	(f) PROJECT RATE OF PAY	(g) PROJECT RATE OF FRINGE PAY	(h) GROSS PROJECT EARNED		(i) TOTAL WEEKLY HOURS WORKED ALL JOBS	(j) DEDUCTIONS					(k) TOTAL WEEKLY WAGES PAID FOR ALL JOBS			
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00
ETH+GEN: ID #:	GROUP/CLASS #:	S								0			\$0.00										\$0.00	\$0.00
NAME:										0			\$0.00										\$0.00	\$0.00

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
 (Contractor or Subcontractor)
 _____; that during the payroll period commencing on the
 (Building or Work)
 _____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said
 _____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION; SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.