



April 27, 2011

CITY OF ANN ARBOR
INVITATION TO BID
NEWTEK TRICASTER TCXD850 PLUS ACCESSORIES
BID NO. ITB-4161
DUE: THURSDAY, MAY 5, 2011 AT 2:00 P.M.

GENERAL: The City of Ann Arbor's Purchasing Unit is soliciting bids for delivery of an NEWTEK TRICASTER TXCD850 AND ACCESSORIES as specified below for the City's Community Television Network Facility. The Purchasing Unit will accept sealed bids **on or before 2:00 P.M., Thursday, May 5, 2011**, at which time they will be opened and publicly read aloud. No bidder may withdraw their bid within 60 days after the date set for the opening thereof. Respondents agree to honor their bids for a period of 90 days from the bid due date. All bids become the property of the City of Ann Arbor once received, whether awarded or rejected. **Late bids will not be considered.**

CONTACT PERSON: If there are any questions concerning this bid, please contact Ralph Salmeron within the Community Television Network at (734) 794-6150 x41510 or rsalmeron@a2gov.org Monday through Friday, between the hours of 11:00 AM and 7:00 PM EDT.

COPIES OF BID: The bidder will be required to return the original plus four (4) copies of the bid along with warranty and support information. The originals must be clearly marked "ORIGINAL". All envelopes must be clearly marked "NEWTEK TRICASTER TCXD850, BID #4161". We cannot be responsible for any bid not marked as stated.

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

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

LIVING WAGE: All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. (See excerpt of Chapter 23 of Ann Arbor City Code in Attachment B.)

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

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

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

INDEPENDENT COST DETERMINATION:

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

SPECIFICATIONS: Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation, and/or standard adherence. Alternate suggestions may be offered if deviations from specifications are minor and if all deviations are properly outlined on Page 4 or with an attached sheet. Failure to outline all deviations may be grounds for rejection of your bid.

QUANTITY

DESCRIPTION

One (1) Newtek Tricaster TCXD850	HD Portable Live Production Unit.
One (1) Newtek Tricaster TCXD850CS	Hardware Control Surface
One (1) Newtek Tricaster Virtual Set Editor	Virtual Set Editor Software
One (1) Newtek Live Text 2	Titling Software
One (1) Update/Configure/Test	Install Latest Updates/Configure/Test before delivery
One (1) On-Site Training	Provide 4 hours on-site training

QUOTATION: We hereby offer to furnish and deliver F.O.B. Destination, Freight Prepaid, configure one (1) Newtek Tricaster TCXD850, One (1) Newtek Tricaster TCXD850CS, One (1) Newtek Tricaster Virtual Set Editor, One (1) Install Updates/Configure and Test, and One (1) 4 hour on-site training package or equivalent as per City of Ann Arbor specifications at a cost of:

\$ _____ Newtek Tricaster TCXD850 HD Portable Live Production Unit

\$ _____ Newtek Tricaster TCXD850CS Hardware Control Surface

\$ _____ Newtek Tricaster Virtual Set Editor Software

\$ _____ Newtek Live Text 2 Titling Software

\$ _____ Install Updates/Configuration/Test before delivery

\$ _____ On-site Training (4 hours)

\$ _____ Total

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

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

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

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

Authorized Representative's Signature

Printed Name

ERRORS/OMISSIONS/DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective bidder and/or service provider shall be brought to the attention of Brian Morey within Information Technology Services Unit at (734) 994-2914 as soon as possible after discovery. Further, the bidder or vendor shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

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

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

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

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

DELIVERY: Delivery by June 30, 2011, F.O.B. 2805 S. Industrial Hwy., Suite 200nn Arbor, MI, 48104, freight prepaid.

_____ We can meet delivery schedule.

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

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

RESERVATION OF RIGHTS: The City of Ann Arbor reserves the right to accept any bid or alternative bid in whole or in part, to reject any or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

PLEASE CHECK:

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

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

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

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

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

RETURN BID TO:

CITY OF ANN ARBOR
Purchasing Unit
Fifth Floor-City Hall
100 N. Fifth Avenue
P.O. BOX 8647
ANN ARBOR, MI 48107

COMPANY

ADDRESS

CITY

STATE

ZIP

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

Social Security Number or Tax ID Number: _____

Company's Representative

Signature

Printed Name

Title

Date

Phone Number

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

1) If a company has more than one location, then that company must complete 2 versions of the form.

- **Form #1** should contain the employment data for the **entire corporation.**
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6576

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Form #2

Local Office - Only Those Employees that will do Local or On-Site Work, if Applicable

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

City of Ann Arbor

**LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2011.
- b) Please check the boxes below which apply to your workforce:
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____
 - OR**
 - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576 Fax:734/994-1795

→ RATE EFFECTIVE MAY 1, 2011-ENDING APRIL 29, 2012←

LIVING WAGE ORDINANCE – CITY OF ANN ARBOR

\$11.83 per hour

if the employer provides health care benefits*

\$13.19 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:

**Dee Lumpkin, Procurement Assistant
734/794-6576 or dlumpkin@a2gov.org LW-1**