



Invitation to Bid
ITB-4195

Avid ISIS Shared Storage
Solution for the Community
Television Network
City of Ann Arbor, Michigan

CITY OF ANN ARBOR

INVITATION TO BID

CTN AVID ISIS SHARED STORAGE SOLUTION

BID NO. ITB-4195

DUE: December 19, 2011

Sealed bids will be received **(ORIGINAL PLUS TWO (2) COPIES)** by the Procurement Office, Fifth Floor, City Hall, 301 East Huron, PO Box 8647, Ann Arbor, MI 48107 on or before 10:00 a.m., September 19, 2011, at which time they will be opened and publicly read aloud.

Specifications are attached.

We have enclosed our Contract Compliance Forms, including Instructions and Living Wage Declaration of Compliance Form to be filled out and returned with your bid or you may submit an updated EEO-1 with your bid along with the Living Wage Compliance Form. Please see Exhibit B. Submittal of these completed forms is a requirement of this bid.

No bidder may withdraw his bid within **90** days after the date set for the opening thereof.

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

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).

The decision of the City of Ann Arbor, acting through the Support Services Administrator, or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

All envelopes must be marked, "CTN AVID ISIS SHARED STORAGE SOLUTION BID NO. ITB-4195-CTN" on the bottom left-hand corner of the envelope. We cannot be responsible for any bid not marked as stated above.

Authorized,

Linda Newton
City of Ann Arbor Procurement
734-794-6576

I. PROPOSAL INFORMATION

Definitions: "The City" is Ann Arbor, Michigan.

"Bidder": An individual or business submitting a bid to Ann Arbor.

"Contractor": One who contracts to perform work or furnish materials in accordance with a written contract.

Purpose of Proposal:

Ann Arbor, Michigan is accepting proposals for a new shared storage system to store multi-channel audio and video from Community Television Network (CTN) productions and associated cable television production content.

The Community Television Network (CTN) requires an upgrade of the AVID Unity Media-Net shared storage solution at the CTN Facility, located at 2805 South Industrial Highway Ann Arbor, Michigan 48104.

The City of Ann Arbor Information Technology Services Unit, in collaboration with the CTN has selected Avid Networks ISIS 5000 to be the chosen system for the CTN shared storage upgrade.

As such, this project will include:

- A total of one (1) AVID ISIS 5000 SYSTEM (either 16 TB or 32 TB model) to be installed and configured at Community Television Network.
- Basic Quote for materials and labor to provide and integrate 16TB AVID ISIS, switch version and (8) network interface cards (NIC) quoted.
- Provide option for 32 TB system and (8) network interface cards (NIC) instead of 16 TB system.
- Provide option for Avid Unity Media-Network trade-in discount
- The system must integrate with (8) HP xw8600 Workstations, running Windows 7 64-bit edition and Avid Media Composer 5.5 software.
- Data migration planning and execution for migration of the data which currently resides on an existing 4GB AVID Unity Media-Net System unit.
- Installation and configuration of the environment to be as redundant as possible including but not limited to power sources, network switches, associated network connections and RAID technology.

Proposal Terms:

- A. The City reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which The City may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal; the City reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. The City reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost,

terms, or conditions of any bid determined by The City to be in the best interests of The City even though not the lowest bid.

- C. The City reserves the right to award the ITB to a single vendor or multiple vendors as deemed in the best interest of the City. The selection of the vendor will be based upon evaluation by equipment users of features available, ease of use, experience of vendor and equipment in other similar applications, quality of the proposal and submittal of product data, product support and lowest cost.
- D. Bids must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. Deadlines for submission of ITB's may be adjusted to allow for revisions.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted.

Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

II. BID

The bid shall include all of the following information: (failure to include all the information could result in disqualification)

- A. Interested and qualified vendors should refer to the project requirement detailing the equipment specifications, services, installation and training to be provided as part of this project.
- B. References: List three (3) references for which bidder has provided similar services. Include company name, contact names and phone numbers.
- C. Review Standard Provisions for Contracts Section and concur that these provisions shall be met as well as any subcontractors.
(Exhibit A)

III. PROJECT REQUIREMENTS

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

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

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

CTN Need for Dependable Real-Time Shared Storage

CTN is in need of a dependable and reliable storage solution that directly integrates with CTN's current audio/video production environment.

Avid ISIS 5000 shared storage sets a new value benchmark for reliable, flexible, high performance media access, enabling new workflow efficiencies for CTN. With up to 90 client connections, 144 TB useable capacity, and the reliable linear performance of ISIS, Avid Network's shared storage solution is ideal for CTN operations.

Bid Requirements

Hardware Equipment and Services

The minimum requirements for the **CTN AVID ISIS SYSTEM BID NO. ITB-4195** must meet or exceed the following specifications:

- 1) Avid ISIS 5000 16TB System: Four Embedded Copper 1Gige Ports, HW RAID 5, Redundant Power & Cooling, System Director Functionality, Storage Expansion License Key, Includes 90 Client licenses
- 2) Option for Avid ISIS 5000 32TB System: Four Embedded Copper 1Gige Ports, HW RAID 5, Redundant Power & Cooling, System Director Functionality, Storage Expansion License Key, Includes 90 Client licenses
- 3) Media Network Trade-in Option (if available): The quotation must provide a Media-Network Trade-in Option, if available by Avid Networks. The Trade-in Option must be included in the bid and reflected in the final quotation.
- 4) Cisco Catalyst 4948E Network Switch: Rack mount 1RU stackable 48-port 1GigE; 48 line-rate 10/100/1000Base-T ports, 2 10GigE uplink interfaces
- 5) Eight (8) Intel EXPI9402PTBLK PRO/1000 PT Dual-Port Gig E Nic Cards
- 6) Installation and Network Configuration: Dual Nic Cards in eight (8) workstations, Network Switch and ISIS 5000 using self-contained software (i.e., Management Console).
- 7) Active Directory Integration: Use Management Console software to configure signal sign-on via Active Directory (i.e., LDAP). The new ISIS 5000 Management Console simplifies user and storage management (including LDAP support).
- 8) Installation of ISIS 5000 must be in a manner that is consistent with current workflow environments and business needs of CTN.

- 9) Develop migration procedures and execute migration of the data which currently resides on an existing 4GB AVID Unity Media-Net Storage unit
- 10) The installation and configuration of the environment must be as redundant as possible including but not limited to power sources, network switches, associated network connections and RAID technology
- 11) Provide necessary training and support to CTN personnel to ensure self-sufficiency for on-going maintenance and support of the AVID ISIS 5000 system.
- 12) One Year Priority AVID Support.

Required Equipment:

Please list the costs for all required equipment, optional equipment, installation and training in a table form with costs for each. Please specify costs for option 1 (a 16 TB system) and option 2 (a 32 TB system) separately.

Option 1 – Avid ISIS 5000 16 TB System

Required Equipment	Quantity	Price Per Unit	Subtotal
Avid ISIS 5000 16TB System, Four Embedded Copper 1Gige Ports	1		
Cisco Catalyst 4948E Network Switch	1		
Intel EXPI9402PTBLK PRO/1000 PT Dual-Port Gig E Nic Card	8		
Configuration, Installation, Training and Support	1		
Total			

Option 2 – Avid ISIS 5000 32 TB System

Required Equipment	Quantity	Price Per Unit	Subtotal
Avid ISIS 5000 32TB System, Four Embedded Copper 1Gige Ports	1		
Cisco Catalyst 4948E Network Switch	1		
Intel EXPI9402PTBLK PRO/1000 PT Dual-Port Gig E Nic Card	8		
Configuration, Installation, Training and Support	1		
Total			

General:

The City of Ann Arbor's Purchasing Division is soliciting bids for the following: **CTN AVID ISIS SHARED STORAGE SOLUTION BID NO. ITB-4195**, - as outlined below.

Copies Of Bid: The vendor will be required to submit an original bid plus two (2) copies.

Contact Person: If there are any questions concerning this bid contact Russell Hanshue, Applications Delivery Manager, Information Technology Services at (734) 794-6550 extension 45520, between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday.

The vendor will be subject to the terms and conditions of the City of Ann Arbor Purchase Order.

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

City Approvals: Bids exceeding \$10,000 will require Human Rights Approval/Living Wage Compliance. Bids exceeding \$25,000 will require City Council Approval. Award will be made after the above approvals are received. The purchase order will be issued after the Contract has been signed and enacted, or as soon thereafter as possible.

Award: The City intends to award a purchase order to the lowest responsible bidder. The City reserves the right to reject any or all bids, and to waive irregularities and/or informalities in any bid and to make the award in any manner that is in the best interest of the City. Previous performance on City Contracts may be a factor in determining the award.

Assignments: The vendor shall not subcontract or assign any portion of the services without prior written consent to such action by the City. Any unauthorized assignment may subject the vendor to immediate termination.

Termination: Either party in the case of a breach of this agreement by the other party may terminate this agreement, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

Contract Compliance: The successful bidder must comply with the City of Ann Arbor Non-discrimination Practice, Chapter 112, Section 9:161 of the City Code (Exhibit A) before the award and at all times during the term of this proposed contract and/or agreement

Errors/Omissions/Discrepancies: Any errors, omissions, or discrepancies in the specifications discovered by a prospective vendor and/or service provider shall be brought to the attention of Russell Hanshue, Applications Delivery Manager, Information Technology, at (734) 794-6550 extension 45520 as soon after discovery as possible.

Further, the vendor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Indemnification: To the fullest extent permitted by law, the vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the vendor or its employees and agents occurring in the performance of this agreement.

Insurance: Documents showing that the vendor has the required insurance shall be filed with the Administering Unit before any services are performed. If the coverage(s) expire by their terms during the term of service to the City under this agreement, the vendor shall deliver proof of renewal and/or policies to the Administering Unit at least ten days prior to the expiration date. The insurer must be satisfactory to the City Attorney. A certificate of insurance shall not, necessarily, be considered a sufficient showing. The successful vendor will provide proof of the following:

1. Workers compensation insurance in the amount required by Michigan Law.
2. Proof of automobile insurance coverage on owned/leased delivery vehicles.

Default: It is defined as the failure of the vendor to fulfill the obligations of the agreement, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the agreement; 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 vendor in writing. The vendor will be given ten (10) days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the agreement and procuring the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 10 days notice to the bidder. The City shall provide notice of termination by first-class mail to the vendor at the address listed in the bid documents. If notice is provided by first-class mail it shall be considered delivered when placed, postage prepaid, in the U.S. Mail.

If the agreement is terminated for reasons other than breach of the agreement by the vendor, the vendor shall be compensated for services provided prior to the date of the notice of termination.

Please Check: We have read the specifications and associated conditions thoroughly.

Yes No

Are all exceptions to the specifications properly outlined?

Yes No

References: Please list at least three (3) companies or public agencies for whom you have performed similar work.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
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1.

2.

3.

Bids must be received on or before December 19, 2011, 10:00 a.m. at the address below. Bids are to be submitted in a SEALED envelopes and must be clearly marked "CTN AVID ISIS SYSTEM BID NO. ITB-4195" on the bottom left-hand corner of the envelope. We cannot be responsible for any bid not marked as stated above.

RETURN BID TO:

CITY OF ANN ARBOR, PROCUREMENT UNIT

Fifth Floor, 301 East Huron,

P.O. BOX 8647

ANN ARBOR, MI 48107

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 agreement will be in effect for delivery of goods in accordance with the bid.

Signatures:

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

Company's Representatives:

Signature

Date

Printed

Title

Phone Number

Fax Number

EXHIBIT A

FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;

(c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

City of Ann Arbor 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 HUMAN RIGHTS OFFICE
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 HUMAN RIGHTS OFFICE
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													

Questions about this form? Call 734/994-2719

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:734/994-2777

→ 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:

Linda Newton, Procurement Officer
734/794-6576 or lnewton@a2gov.org LW-1