

**RFP-852**  
**REQUEST FOR PROPOSAL**

**Fiber Optic Network Asset Management Software**

**Due Date: March 20, 2013, 2:00 P.M.**



City of Ann Arbor, Michigan  
301 E. Huron St.  
Ann Arbor, MI 48107-8647

## TABLE OF CONTENTS

SECTION I: General Information.....	3
SECTION II: Background and General Description of Requirements.....	8
SECTION III: Scope of Work.....	12
SECTION IV: Information Required From All Proposal Respondents .....	20
SECTION V: Appendices.....	23
Appendix A – Legal Status of Respondent.....	24
Appendix B – Example of Professional Service Agreement.....	25

CONTRACT COMPLIANCE FORM

DECLARATION OF LIVING WAGE COMPLIANCE FORM AND POSTER

**SECTION I  
GENERAL INFORMATION**

**A. OBJECTIVE**

The City of Ann Arbor, Michigan is soliciting sealed proposals for the purpose of identifying an appropriate vendor to supply fiber asset management, conduit assets and mapping software to be used to document and manage existing and planned Outside Plant (OSP), allowing the City of Ann Arbor to accurately document the location and status of fiber assets within the City of Ann Arbor.

**Fiber Optic Network Asset Management Software**

**B. ISSUING OFFICE**

Procurement Unit, Financial Services  
City of Ann Arbor  
301 E. Huron St., P.O. Box 8647  
Ann Arbor, MI 48107-8647  
(734) 794-6500

**C. CONTRACT ADMINISTRATION**

Following the signing of a contract, all communication concerning the contract must be directed to:

Russell Hanshue, Infrastructure Services Manager  
City of Ann Arbor  
301 E. Huron St.  
P.O. Box 8647  
Ann Arbor, MI 48107-8647  
[rhanshue@a2gov.org](mailto:rhanshue@a2gov.org)

**D. QUESTIONS AND CLARIFICATIONS ON RFP SPECIFICATIONS**

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

All questions regarding this Request for Proposal (RFP) shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Respondents in accordance with the terms and conditions of the RFP. All questions shall be due on or before Wednesday, March 13, 2013 by 3:00 p.m. and addressed below: Specification questions emailed to: Russell Hanshue, Information Technology, Infrastructure Services Manager, at: [rhanshue@a2gov.org](mailto:rhanshue@a2gov.org). RFP Process questions emailed to: Karen Lancaster, Financial Services at: [klancaster@a2gov.org](mailto:klancaster@a2gov.org).

## E. 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](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download. Each Respondent must in its RFP, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of; any addenda shall not relieve the Respondent of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## F. PROPOSALS

Three (3) copies of the proposal shall be submitted. The proposal shall be no more than 40 pages in length, printed in a double-sided format. The information included therein should be as concise as possible. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for 1) proposals and 2) separate fee proposals must be marked "**Fiber Optic Network Asset Management Software RFP-852**" in bold type, easily distinguishing the one from the other. The proposals must be submitted to the Procurement Office, City Hall, 301 E. Huron St., Ann Arbor, MI 48104.

To be considered, each firm must submit a complete response to this RFP using the format found in Section 3 of this RFP. No other distribution of proposals is to be made by the submitter. Appendix A of this RFP, Legal Status of Respondent, Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. An official, authorized to bind the submitter to its proposal provisions, must sign each proposal copy in ink.

Each proposal must remain valid at least ninety (90) days from the due date of this RFP.

## G. SELECTION CRITERIA AND PROCESS

Responses to this RFP will be evaluated using a point system, described in Section IV. The evaluation will be completed by a selection committee composed of staff from the City of Ann Arbor Information Technology Services, Public Services Area and Field Operations Services Units.

The selection criteria outlined in Section IV includes Professional Qualifications, Past Involvement with Similar Work, Proposed Project Team, and Proposed Work Plan and Schedule. Points are assigned to each of these four elements for scoring purposes.

The Selection Committee will initially evaluate responses to the RFP, based on the criteria and point system included in Section IV, to decide which Respondent(s), if any, they will interview. For the initial evaluation, they will not consider the fee proposals. The fee proposal(s) of the Respondent(s) selected will be opened and reviewed before the interview(s). Respondent(s) selected for an interview will have the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal during the interview process. To decide the most qualified, capable and cost-effective

Respondent, the Selection Committee will evaluate the proposal(s) and interview(s) using the point system described in Section 3 of this RFP.

**H. SEALED PROPOSAL RECEIPT**

Proposals must be received by the City of Ann Arbor, Procurement Unit, 5<sup>th</sup> Floor, Larcom City Hall, 301 East Huron St., Ann Arbor, Michigan 48107 on or before **2:00 pm on Wednesday, March 20, 2013**. Prospective submitters are responsible for the timely receipt of their proposal. All proposals become the property of the City of Ann Arbor once reviewed, whether awarded or rejected. Late proposals will not be considered or accepted.

**I. DISCLOSURES**

All information in a submitter’s proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the “Freedom of Information Act”. This act also provides for the complete disclosure of contracts and attachments thereto.

**J. PROFESSIONAL SERVICES AGREEMENT**

Consultants selected to do business with the City of Ann Arbor will be required to execute the standard Professional Services Agreement with the City (a sample agreement is included with this RFP). The City will not entertain requests to revise, amend, or change the terms of the standard Professional Services Agreement. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the City’s Professional Services Agreement.

**K. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Contract.

**L. SCHEDULE**

The following is the solicitation schedule for this procurement.

<b>Activity/Event</b>	<b>Date (Time)</b>
Request for Proposal Issued	March 6, 2013
Request for Clarifications/Questions Due	March 13, 2013 (12:00 p.m.)
Proposal Due Date/Time	March 20, 2013 (2:00 p.m.)
Proposal Evaluation/Vendor Interview	March 25-292013
City Council Authorization, if necessary	April 15, 2013

Note: The above schedule is for informational purposes only, and is subject to change at the City’s discretion.

## **M. NON-DISCRIMINATION BY CITY CONTRACTORS**

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 Procurement Unit prior to entering into a professional services agreement with the City. Contractors, and any subcontractors employed by them in connection with City contracted services, shall take necessary steps to ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity. Contractors, and their subcontractors, shall be required to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209).

## **N. LIVING WAGE**

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, 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 required by Section 1:1815 of Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance.

## **O. INDEPENDENT FEE DETERMINATION**

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
  - b) Unless otherwise required by law, the fees which have been quoted in the proposal 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 proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will

not be considered for award unless the submitter furnishes with the proposal 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.

**P. RESERVATION OF RIGHTS**

The City of Ann Arbor reserves the right to accept any proposal in whole or in part, to reject any or all proposals in whole or in part and to waive irregularity and/or informalities in any proposal and to make the award in any manner deemed in the best interest of the City.

## **SECTION II BACKGROUND, GENERAL DESCRIPTION OF REQUIREMENTS**

### **BACKGROUND**

The City of Ann Arbor is located in the approximate center of Washtenaw County in the southeastern section of Michigan. The City is approximately 28 square miles in area and serves as the county seat.

The 2010 census places the population at 113,934, making it the sixth largest city in Michigan. The City's FY 2013 budget is currently \$404.9 million. The City has approximately 700 permanent employees, and employs an additional 200 to 400 seasonal workers, depending on the time of year.

Field Operations is located at the City of Ann Arbor's Wheeler Service Center, 4251 Stone School Rd., Ann Arbor, MI 48108. The facility, which opened in 2007, houses City staff responsible for installation, operations and maintenance of City-owned fiber optic network and traffic signal assets.

The City of Ann Arbor maintains several miles of fiber optic for traffic signals control and operation as well as for network operations. Network operations provide a wide range of information, communication and technology services for City personnel and citizens. These include services for public safety, street maintenance, solid waste, water, storm, sanitary, forestry, parks and recreation, signs and signals, etc.

The Signs and Signals Division of Field Operations is responsible for establishing and maintaining the City's growing fiber optic network and conduit assets (referred to hereinafter as the Outside Plant or OSP).

The City's Signs and Signals Division oversees traffic signals and proper traffic control through the operation and maintenance of an expansive fiber optic network. Signs and Signals is also responsible for the City's Information Communications and Technology network.

Most recently the use of the City's fiber optic network has expanded and provides communication for a transportation safety pilot model deployment project funded by the U.S. Department of Transportation and research initiatives by the University of Michigan's Transportation Research Institute (UMTRI).

The City of Ann Arbor has deemed conduit and fiber essential assets, and requires accurate documentation of its buried conduit and associated fiber optic network. Maintenance, inventory and tracking of these OSP assets is being requested by several business units that have a vested interest in maintaining these critical infrastructure assets.

### **Challenges**

Currently, conduit, fiber optic network and associated attribute data, are held in various types of CAD drawings, as-built drawings, spreadsheets, word processing documents, and



even hand-drawn sketches. In addition, some information may be based on tacit knowledge of current employees and human memory.

This City of Ann Arbor has a growing fiber infrastructure and the information is in different types of media, with a limited amount of data in GIS, making it challenging to manage. The City of Ann Arbor is looking to capture all of this information and document it in one central location that uses GIS-centric software technology.

Knowing the location of our equipment is one of the keys to providing high quality services. At present, fiber asset location(s) are determined by prior knowledge of the intended destination and radio communication with drivers.

### **Opportunities**

The City has invested significantly in GIS-based solutions to manage a wide-variety of City owned assets (e.g., sanitary, storm and wastewater distribution systems). There is a strong desire by City staff to utilize a more dynamic, centralized, GIS-based solution that incorporates real-time location of OSP assets. Acquiring and implementing modern GIS-based fiber optic network (and conduit) asset management software can provide process improvements and improved efficiency and effectiveness benefits well beyond current business practices.

It is anticipated that software can provide appreciable benefits including:

- Integrated system to document, plan, design, analyze and maintain the underground conduit system
- Centralized data storage for easy dissemination to other enterprise users
- Underground conduit system data is accurate and up to date
- Annotation and manhole diagrams are automatically updated as data changes; and
- Create revenue for accurate tracking of leased ducts, use the tracing queries to determine duct availability for new leases.

The fiber optics network asset management software will be implemented for the City of Ann Arbor, to manage the public OSP infrastructure. The system will contain information for splice boxes, conduit runs, and cables for multiple fiber optic systems across the city.

Applications will include tools to easily identify and access fiber optics detailed information, conduct proximity infrastructure buffer analyses, and generate what-if "scenarios" (e.g., alternate circuit routing, fiber build-out, etc.) to support decision analysis.

Fully implemented, the FON asset management software will be used for efficient and effective management of assets, organizing daily interventions (e.g., work order fulfillment and outage management), managing leasable fiber optics conduits, and planning new fiber optics developments.

### **A. GENERAL DESCRIPTION OF REQUIREMENTS**

Proposals will be accepted from qualified companies that provide commercial-off-the-shelf (COTs) GIS-based software to manage OSP assets: fiber optic network, conduit, signs and

signals, (e.g., street lights, splice cabinets, etc.) as well as miscellaneous telecommunications assets (standard coaxial, copper, radio communications systems). In general, the following items shall be addressed by respondents, in accordance with the scope of work outlined in Section III of this RFP.

1. Demonstrate adherence to the City's Information Technology Computing and Software Standards identified in Section IIC below.

**PLEASE NOTE: any exceptions or deviations to IT Computing and Software Standards listed below, must be clarified and described in the respondents RFP submission.**

2. Propose software to manage the City's OSP assets and business processes identified in Section III-Scope of Work.
3. Provide software licensing costs per unit price and annual maintenance costs for standalone desktop software (either client-server and/or web-based is acceptable) to analyze, manage, maintain, view and query complex OSP assets that meets the City's minimum specifications (refer to Section III-Scope of Work).
4. Provide licensing costs per unit price and provide annual maintenance costs for a web-based web application to analyze, manage, maintain, view and query complex OPS assets that meets the City's minimum specifications (refer to Section III-Scope of Work).
5. Provide training costs per user for the proposed software.
6. Provide an example of a step-by-step project plan that the City can use as a guideline for implementing all features and functions provided by the proposed software.

## **B. TECHNICAL REQUIREMENTS – INFORMATION TECHNOLOGY COMPUTING AND SOFTWARE STANDARDS**

The software must support and run properly under the City of Ann Arbor' current enterprise geo-database environment identified below and listed in Table 1. ***All proposed software must populate and/or integrate with pre-existing spatial database engine (SDE) geo-databases.***

1. Microsoft SQL Server 2005 enterprise edition or above;
2. Environmental Systems Research Institute (ESRI) Arc Spatial Database Engine (SDE) version 10;
3. ESRI ArcGIS® version 10;
4. ESRI ArcGIS® Server version 10 (server-based solution is optional); and
5. Microsoft .NET 3.5 SP1 Framework (only for customizations and/or integration with application programming interfaces (APIs)).

**Any exceptions or deviations from City of Ann Arbor IT computing and software standards must be clearly and concisely stated in the respondents RFP submission. The City has the right to reject any RFP submission that does not meet these standards.**

**Table 1 - City of Ann Arbor IT Computing and Software Standards<sup>1</sup>**

<b>System</b>	<b>Standard</b>	<b>Provider</b>
Authentication	Active Directory	Microsoft Corporation
Browser	Internet Explorer 8.0	Microsoft Corporation
Database Server	SQL Server 2005/2008 64-bit Enterprise Edition	Microsoft Corporation
Data-mart/Data-warehouse	SQL Server 2005/2008 64-bit Enterprise Edition	Microsoft Corporation
Extract, Transform, Load (ETL Processing)	SQL Server Integration Services (SSIS) 2005/2008 64-bit Enterprise Edition	Microsoft Corporation
Geospatial Databases (Geo-Databases)	ESRI Arc-SDE Version 9.3.1 or later	Environmental System Research Institute, Inc.
Geo. Info. Systems (GIS)	ESRI ArcGIS® Version 10	Environmental System Research Institute, Inc.
GIS Web Server	ESRI ArcGIS® Server Version 10	Environmental System Research Institute, Inc.
Intranet/Internet	SharePoint 2007/2010	Microsoft Corporation
Office Suite	Office 2010	Microsoft Corporation
Server Operating System(s)	Windows Server 2008 64-bit	Microsoft Corporation
Reporting Services	SQL Server Reporting Services (SSRS) 2005/2008	Microsoft Corporation
Web Application Server	Microsoft Internet Information Server (IIS 6.0) or later	Microsoft Corporation
Workstation Operating System	Windows 7 Windows XP (being phased out)	Microsoft Corporation

<sup>1</sup>Software standards applicable to the FON Asset Management Software request for proposal.

## **SECTION III**

### **SCOPE OF WORK**

For the purposes of this RFP, the following definition of outside plant (OSP) establishes the assets to be managed with the respondents proposed software. OSP refers to all of the physical cabling and supporting infrastructure (such as conduit, cabinets, splice boxes, tower or poles), and any associated hardware (such as muxponders or repeaters) located between a demarcation point in a facility and a demarcation point in another facility or customer location.

“Inside plant” assets will NOT be managed by this software and are currently being managed using other software. “Inside plant” assets are defined as:

Assets including network connections between devices such as computers, printers, and phones requiring a physical infrastructure to carry and process signals. Typically, this infrastructure will consist of equipment inside of buildings such as:

- cables from wall outlets and jacks run to a communications closets, sometimes referred to as station cable;
- cables connecting one communications closet to another (riser cable);
- equipment racks containing telecommunications hardware, such as switches, routers, and repeaters; and
- exterior telecommunications cabinets containing hardware outside of buildings.

#### **A. TASK I – DESCRIBE HOW PROPOSED SOFTWARE WILL SUPPORT OSP OPERATIONS**

##### **OSP Asset Management**

The software must support the inventory and connectivity of the complete fiber network and OSP including all assets. Fiber management supports traditional fiber transport, point-to-point networks, fiber rings, and Fiber-To-The-Public (FFTP) networks.

The software must be able to manage all OSP assets thru a mapping interface and be interoperable with the fiber optic management components or extensions of the software. Software features and functions for managing conduit cannot be standalone or separate from the fiber optic management components as they are inter-related. Modular or extension based- software is acceptable as long as the modules or extensions integrate directly with other software modules or extensions.

##### **Fiber Optic Network Design**

The solution must support the planning, engineering design, analysis, and maintenance of the OSP facility network with modeling for conduit, fiber, copper, and other relevant equipment components, and accommodate the connectivity of the complete network from any terminating device to any inside plant (ISP) termination point.

The software must provide for the management of fiber-specific assets, adding new components such as passive optical network (PON) devices that provide a variety of FTTP configurations. The software must also introduce process improvements by providing a circuit provisioning and service remediation capability by creating and optimizing alternative routes in the event of fiber faults or fiber outages and mapping “what if scenarios” for extending and/or remediating services to customers on the network.

### **Work Order Integration**

The software must support key business processes for work order design, execution, mapping, asset records management, and maintenance records of the entire system (refer to Cityworks® Asset and Maintenance Management section below).

As job work requests come in for service repair, provisioning, network extensions, or other changes or maintenance, staff will be required to update the geospatial network model with modifications.

Attribution of network facilities as desired, including the association of compatible units, validating all edits using business rules and generating work instructions and/or prints (i.e., digital and printed copies of work to be performed) to support the physical network changes will be necessary.

### **Cityworks® Asset and Maintenance Management Integration**

The City currently uses Cityworks®, Cityworks® Server, ArcGIS® and ArcGIS® Server for asset and maintenance management system for other City-owned, widely distributed assets. Cityworks®. Field automation and work order fulfillment business processes are also provided by Cityworks®. Cityworks® is a GIS-centric software solution that uses ESRI-compatible geodatabases residing on Microsoft SQL Server for centralized data and information management.

Asset management integration will allow the City to see the location of assets and answer geospatial queries in conjunction with asset queries for job planning and decision-support activities.

The software is required to populate and/or integrate with pre-existing spatial database engine (SDE) geo-databases so the City can leverage Cityworks® for work order management. This will provide direct integration to asset, maintenance management, and work order management processes allowing staff to facilitate OSP job management with pre-existing business processes.

### **Field Automation**

For network repairs, modifications, and extensions, field automation capabilities will allow the City to dispatch field crews with corresponding job information. The software must be available on an ArcGIS® Server compatible interface to allow mobile field crews the tools to trace networks and locate faults, validate the physical network model to the digital network model, capture inspection/status information about field equipment, and capture redlines against the digital network model representing as built changes.

It is desired to have mobile software in the truck that manages field work and also enables staff to dispatch or reassign work and trouble crews. Cityworks® can provide this capability as long as the OSP data is retrieval through the Cityworks® interface.

With advances in cellular broadband communications and more compact and rugged hardware, the City is providing Cityworks® and GIS mobile solutions will provide one application in the truck that allows field staff to manage any type of work, to access real-time data in connected mode, and to operate in disconnected mode with queued updates when appropriate.

### **Digital Image Management**

High-resolution imagery (both aerial and photo-imagery) is used extensively by the City of Ann Arbor for a variety of different applications. Aerial imagery will be provided by an ESRI SDE geo-database. This imagery will be used during network maintenance and field engineering operations to help understand the location and characteristics of the physical network.

The software must support large volumes of asset imagery (high resolution, large coverage, multiple-time snapshots) with a high-performance image management and retrieval system for improved productivity and quick access to images when viewing OSP assets in a mapping interface (i.e., images and photos geo-coded and “pinned” to the appropriate OSP asset).

### **Enterprise Sharing**

The software must provide the tools to share the most recent information on the physical network and its attributes. These include desktop viewing and analysis tools linked to the central geo-database, as well as internet and intranet portals that may include dashboard and executive business intelligence information.

## **B. TASK II - PROVIDE A SOFTWARE FEATURES & FUNCTIONS CAPABILITY MATRIX FOR STANDALONE AND SERVER-BASED SOFTWARE**

In addition to the aforementioned OSP operations that the software must maintain, the software proposed should consist of:

- ❖ A standalone desktop software (integrated with ESRI ArcGIS® Software) ; and/or
- ❖ A server based web software (integrated with ESRI ArcGIS® Server Software).

The standalone desktop software must run in conjunction with ESRI's ArcGIS® software (client/server) or be browser-based running off of ESRI's ArcGIS® Server software platform. The server based web application must run on ESRI's ArcGIS® Server software platform.

The software must provide a minimum of the following features and functions:

#### **1. Data Management**

- a. Geo-database for asset data management
- b. OSP Facilities
  - Conduit and Cable
  - Cabinets
  - Network Points

- Ability to manage complex muxponder equipment (e.g., multi-protocol, multi-rate Sub 10-G)
        - Managed and Unmanaged Switches
        - Manholes
        - Hand-holes
        - Splices
        - Serial Modems
        - Radio transceivers used inside or outside buildings, such as wireless access points, and hardware associated with them, such as antennas and towers.
        - T-1 Communication Converters
        - Traffic Controllers
        - Other Miscellaneous OSP equipment assets
  - c. Location
  - d. Faults
  - e. Connectivity
  - f. Detailed Connection and Splice Modeling
  - g. Calculate circuit/fiber distance between two points including twist factor, index of refraction and fiber ring configurations
  - h. Store attenuation losses, including splice and mated-connector losses
  - i. Ability to hierarchically list fiber assets from map regions to signals on a cable
  - j. Ability to manage complex muxponder equipment (e.g., multi-protocol, multi-rate)
  - k. Creation and visualization of physical connectivity between the optical fiber
  - l. Data Speeds and Type (e.g., serial baud rate, Ethernet bit rates)
2. **Select and Retrieve Data for any OSP Asset**
- a. Display geographic views of the outside plant (OSP)
  - b. Graphical views such as map view, schematic view, rack view, etc.
3. **Map Functionalities**
- a. Measure Tool
  - b. Go to latitude/longitude
  - c. Decimal Degree
  - d. X, Y coordinates
  - e. Degree Minute Second
4. **Map Navigation tools**
- a. Zoom In
  - b. Zoom Out
  - c. Pan
  - d. Full Extent
  - e. View Attributes using Identify Tool
5. **Search Tool**
- a. Address Based Search

- b. Address
  - c. Plot
  - d. Land Mark
- 6. Inventory Search**
- a. Conduit
  - b. Branch
  - c. Joint
  - d. Cable
- 7. Redlining**
- a. Graphics Redlining
  - b. Text Redlining
- 8. Query & Analyze**
- a. What is it?
  - b. Where is it?
  - c. Physical attributes and capacity?
  - d. How is it connected?
  - e. Project details
  - f. Lifespan (~ installation date)
- 9. Physical Connectivity**
- a. cable to cable
  - b. strand-to-strand
  - c. calculate circuit/fiber distance between two points including twist factor and fiber ring configurations
- 10. Fault Tracing and Visualization**
- a. Determines location of a fault using results of an optical time-domain reflectometer (OTDR) test
  - b. Traces distance from equipment port to location
  - c. Places a Fault feature at a location
- 11. Detail Network Tracing**
- a. Trace from any point in any direction
- 12. Project Management:**
- a. Standard analysis and reporting of OSP assets
  - b. Reporting

The Server Software shall provide the following features and functions:

- 13. Log-In Page that supports Microsoft Active Directory Authentication**
- 14. Map Viewer**



**15. Map Functionalities:**

- a. Measure Tool
- b. Go to latitude/longitude
- c. Decimal Degree
- d. X, Y coordinates
- e. Degree Minute Second

**16. Map Navigation tools**

- a. Zoom In
- b. Zoom Out
- c. Pan
- d. Full Extent
- e. View Attributes using Identify Tool

**17. Search Tool**

- a. Address Based Search
- b. Address
- c. Plot
- d. Land Mark

**18. Inventory Search**

- a. Conduit
- b. Branch
- c. Joint
- d. Cable

**19. Redlining**

- a. Graphics Redlining
- b. Text Redlining

**20. Fault Tracing:** - Fault location Pop-Up box consists of the following:

- a. Alarm type
- b. Location
- c. Distance from nearest network interconnects
- d. Nearest Landmark
- e. Latitude/Longitude

**21. Report Generation**

**C. TASK III – PROVIDE SOFTWARE LICENSING COSTS PER USER**

Provide software license costs and annual maintenance costs for the proposed software. Provide discounts, if applicable to municipal governments. Please specify the software license type as well (e.g., per seat, concurrent user, server based, etc.)

Software Costs				
Quantity	Description	Unit Cost	Total Cost	License Type <sup>1</sup>

<sup>1</sup>Please specify the software license type (per seat, concurrent user, server based, etc.)

Maintenance Costs			
Quantity	Description	Unit Cost	Total Cost

**D. TASK IV – PROVIDE TRAINING COSTS PER USER**

Provide training costs per user for the software proposed. Do not include travel and lodging costs.

## **E. TASK V - PROVIDE EXAMPLE PROJECT PLAN FOR SOFTWARE IMPLEMENTATION**

Provide an example of a step-by-step project plan that the City can use as a guideline for implementing the software. Please identify the necessary steps to fully implement all features and functions of the software proposed.

Include in the plan software installation steps, configuration steps and deployment steps. For the purposes of completing and populating the OSP asset geo-database, assume that 50% of OSP asset data will be derived from pre-existing datasets including:

- a simplified fiber optic network geo-database;
- KML files for conduit and fiber runs;
- Visio Diagrams,
- Microsoft Excel Spreadsheets;
- Microsoft Word Documents;
- Microsoft Access; and
- CAD drawings.

Assume that 50% of OSP asset data, attributes and exact latitude, longitude coordinate locations for each asset will be collected and verified during OSP operations and maintenance activities and an OSP asset inventory to be completed in 2013.

## **SECTION IV INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS**

Submitters should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Project Team and Organization
- D. Complete Software Features and Functions Matrix
- E. Fee Proposal (include in a separate sealed envelope)
- F. Authorized Negotiator
- G. Appendices

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

### A. Professional Qualifications – 10 Points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate 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. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.
3. Provide specific examples of experience working with municipalities and/or similar lines-of-business (e.g., public and/or privately held fiber optic networks).

### B. Past involvement with Similar Projects - 10 Points

The proposal must indicate proven ability to complete similar projects within the budgeted amounts. A summary of related projects is to be included in this section.

A list of references for all projects described in this section must be included. The list shall include contact name, owner name, address, and phone number.

### C. Proposed Project Team and Organization - 5 Points

The organizational structure of the Respondent will be evaluated in terms of its effective use of personnel; relevant experience and time commitment of key personnel, especially the designated Project Manager and sub-consultants (if applicable); logic of project organization; adequacy of labor commitment and resources; capability to reallocate resources as needed to meet project schedules.

### D. Software Features and Functions - 50 Points

A detailed software features/functions matrix is to be presented which lists all software features and functions determined to be necessary to accomplish the work of this project. The matrix shall include, but not be limited to, the requirements listed in Section III of this RFP.

E. Fee Proposal - 25 Points

Fee quotations shall be submitted in a separate sealed envelope with the proposal.

The proposed fee must detail the costs for the software to be licensed. The fee proposed must include the total estimated cost for per unit for software as well as annual maintenance costs. Provide training costs for the software proposed.

This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the standard Professional Services Agreement is included in Section 4 of this RFP.

Fee proposals will only be opened for the firms that are going to be interviewed.

F. Authorized Negotiator

1. Include the name and phone number of persons(s) in your organization authorized to negotiate the Software licenses.

G. Appendices

1. Appendix A (Legal Status of Respondent), Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

H. Proposal Evaluation

1. The Selection Committee may include representatives from Information Technology, Public Services Area, Field Operations Unit, and Project Management Unit. Members of the Selection Committee will evaluate each proposal by the above described criteria and point system (A through E) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which 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 Respondents. 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.
2. The Committee then may schedule the interviews with the selected firms. The selected firms would then be given the opportunity to discuss in more detail their qualifications, past experience, software features and functions as well as software license costs.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than 5 members total. The interview shall consist of a presentation of approximately thirty (30) minutes by the Respondent, including the person who will be the project manager on this Contract,

followed by approximately forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews.

4. The firm will be re-evaluated by the above criteria (A through F) after the interview. After evaluation of the software license proposals, further negotiation with the selected candidate firm will be pursued leading to the award of a contract by City Council.

**SECTION V  
APPENDICES**

Appendix A - Legal Status of Respondent

Appendix B - Example Professional Service Agreement with Exhibits

**APPENDIX A**

**LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the appropriate form and strike out the other two.)

\* 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.

\* A partnership, list all members and the street and mailing address of each:

_____	_____
_____	_____
_____	_____
_____	_____

Also identify the County and State where partnership papers are filed:

County of \_\_\_\_\_, State of \_\_\_\_\_

\* An individual, whose signature with address, is affixed to this proposal: \_\_\_\_\_  
(Initial Here)



**APPENDIX B**

**SAMPLE AGREEMENT**

**AGREEMENT BETWEEN**

**AND  
CITY OF ANN ARBOR  
FOR  
PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("City"), and \_\_\_\_\_,  
a \_\_\_\_\_ with its address at \_\_\_\_\_,  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)  
\_\_\_\_\_, 2013.

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

**I. DEFINITIONS**

- A. Administering Department means \_\_\_\_\_.
- B. Contract Administrator means \_\_\_\_\_ or whomever the Contract Administrator may from time to time designate.
- C. Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement.
- D. Project means \_\_\_\_\_.  
Project name; File and Subfile No.

**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 this agreement.

**III. SERVICES**

- A. The Consultant agrees to provide \_\_\_\_\_  
(type of service)  
professional services ("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 professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all applicable 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 Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

- A. The Consultant 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 Consultant, and approved by the Contract Administrator. The total compensation to be paid the Consultant for all Services performed during the term of this Agreement shall not exceed \$ \_\_\_\_\_. B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### V. INSURANCE/INDEMNIFICATION

- A. The Consultant 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 acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work under this Agreement, the Consultant shall provide to the City, before the commencement of work, documentation demonstrating it has obtained the policies required by Exhibit C.
- D. Any insurance provider of Consultant 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.
- E. To the fullest extent permitted by law, the Consultant 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 the Consultant or its employees and agents occurring in the performance of or breach of this agreement.

#### VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Consultant further agrees to comply with the nondiscrimination provisions 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. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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) and specified in Exhibit D; 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

## VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services it is to provide pursuant to this agreement.
- C. The Consultant 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 Consultant 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 Consultant 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 with any competitor for these Services, for the purpose of restricting competition as to any matter relating to such fees; and no attempt has been made or shall be made by the Consultant to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

## VIII. TERMINATION OF AGREEMENT

- A. This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of the breach.
- 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 the Consultant except the obligation to pay for Services actually performed under the Agreement prior to the termination date.
- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

## IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

#### X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of the services without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this agreement to third parties.

#### XI. 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 CONSULTANT, 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  
301 E. Huron  
Ann Arbor, Michigan 48107  
Attn:

#### XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

#### XIII. CONFLICT OF INTEREST

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

#### XIV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and, at the option of the City, be delivered to, the City. 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 Consultant.

#### XV. 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. 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.
- C. The following provision(s) shall survive the termination of this Agreement: Article V.

#### XVI. 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.

#### XVII. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Consultant and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement. This agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**For Consultant**

**For City of Ann Arbor**

By \_\_\_\_\_

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to form and content**

**Approved as to substance**

By \_\_\_\_\_  
Stephen K. Postema, City Attorney

By \_\_\_\_\_  
Steven D. Powers, City Administrator

By \_\_\_\_\_  
Services Area Administrator

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

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

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

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

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

**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**  
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

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)												
	Male						Female						TOTAL COLUMNS A-L
	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 Alaska Native	
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													



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

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.17/hour when health care is provided, or no less than \$13.57/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 2012.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Phone (area code)

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date signed

**Questions about this form? Please contact:**

Procurement Office City of Ann Arbor  
Phone: 734/794-6500

# CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE MAY 1, 2012-ENDING APRIL 30, 2013**

**\$12.17** per hour

If the employer provides health care benefits\*

**\$13.57** per hour

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

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

## **ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint Contact  
Karen Lancaster at 734/794-6500 or [Klancaster@a2gov.org](mailto:Klancaster@a2gov.org)**