

December 4, 2009

CITY OF ANN ARBOR

INVITATION TO BID

Inscriber TitleOne XT Character Generator – Community Television Network (CTN)

BID NO. ITB-4062

DUE: December 18, 2009

Sealed bids will be received **(ORIGINAL PLUS TWO (2) COPIES)** by the Procurement Office, Fifth Floor, City Hall, 100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan, 48107 on or before 2:00 p.m., Friday December 18, 2009, at which time they will be opened and publicly read aloud.

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 60 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.

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, **"INSCRIBER TITLEONE XT CHARACTER GENERATOR BID NO. ITB-4062 - CTN"** on the bottom left-hand corner of the envelope. We cannot be responsible for any bid not marked as stated above.

Authorized

Dee Lumpkin
Procurement Assistant

General: The City of Ann Arbor's Purchasing Division is soliciting bids for the following:
An Inscribe TitleOne XT Character Generator for use in CTN's Production Truck 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 Ralph Salmeron, Manager, Community Television Network at (734) 794-6150 x41510 between the hours of 11:00 a.m. through 7:00 p.m., Monday through Friday.

Quantity: One Each

Cost:

Inscribe INSTOXS3100	\$ _____
<i>Inscribe TitleOne XT single channel Character Generator</i>	
Inscribe INSTOXTS_HD_UPG	\$ _____
<i>Inscribe Upgrade from SD Only to SD/HD Switchable System</i>	
Inscribe INSFRK	\$ _____
<i>Inscribe Rapid Fire Keyboard</i>	

Total Cost	\$ _____
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OPTIONAL

Inscribe INSGSOFF	\$ _____
<i>Inscribe G-Scribe Offline Software</i>	

All shipments will be F.O.B. destination; freight prepaid to the CTN.

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 Ralph Salmeron, Manager, Community Television Network, at (734) 794-6150 x41510 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 coverages 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 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 Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

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

PURCHASE ORDER TERMS AND CONDITIONS

1. No changes may be made in this order without written authorization of the purchasing agent.
2. The purchasing agent may in writing grant additional time for delivery when the buyer is at fault or if he is satisfied the delay is beyond the control of the vendor.
3. In case of default of the contractor, the buyer may procure the articles or services from other sources and the contractor will be liable for increased costs or any other damages caused by the default.
4. Quantities specified in the order are not to be exceeded.
5. Inspection of delivered goods will be made at the delivery point, materials must be properly packaged. Damaged material will not be accepted.
6. The purchaser is exempt from the provisions of the Robinson-Patman Act and from Federal Transportation and Excise Taxes and from State Sales Tax.
7. All prices must be F.O.B. delivery point. The vendor shall prepay shipping charges and add same to invoice where specified purchase is negotiated F.O.B. shipping point.
8. Unless otherwise specified all containers or reels shall become the property of the purchaser.
9. At the vendor's risk and expense, all rejected material will be returned to the vendor.
10. All claims for payment must be submitted in duplicate. Claims for partial deliveries must be so indicated.
11. It is agreed that materials, goods, and services delivered shall comply with all Federal, State or Local Laws relative thereto.
12. FAIR EMPLOYMENT PRACTICE - The vendor agrees not to discriminate against any employee or applicant for employment based upon that persons race, religion, national origin, age or sex and to comply with the affirmative action provisions of Chapter 112 of the Ann Arbor City Code.
13. INDEMNITY CLAUSE - Vendor agrees to indemnify, defend and hold harmless the City of Ann Arbor and its agents and employees from any claims as a result of any personal injury or property damage which may occur as a result of the vendor's performance of any activity undertaken pursuant to this agreement.
14. All materials and supplies shall meet the requirements of OSHA and MOSHA.

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 Office Contract Compliance Forms (attached).***

To complete the form:

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

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

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

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

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

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

For assistance in completing the form, contact:

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

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

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Form #2

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

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	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	TOTAL COLUMNS A-M
	A	B	C	D	F	G	H	I	J	K	L	M	
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

CITY OF ANN ARBOR PROCUREMENT OFFICE HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Form #1

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	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 Latino	or Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-M
	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													