

# **REQUEST FOR PROPOSAL**

## **CITY OF ANN ARBOR PUBLIC SERVICES AUTOMATIC VEHICLE LOCATION PROJECT**

**JULY 2010**

**RFP 774**



City of Ann Arbor, Michigan  
Public Services Area  
100 N. Fifth Ave  
Ann Arbor, MI 48107-8647



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## SECTION I: GENERAL INFORMATION

### A. OBJECTIVE

The purpose of the Request for Proposal is to select a firm to provide professional services for:

“City of Ann Arbor Public Service Automatic Vehicle Location (AVL) Project”

#### Summary of Proposed Objectives

- 1) AVL for City’s snow removal fleet (~47)
  - a) GPS location, tracking, monitoring and web-based tracking;
  - b) GPS navigation and optimized routing;
  - c) Alerts and geo-fencing;
  - d) Data collection; and
  - e) Reporting (Dashboard Capability)
- 2) AVL for the other areas of Public Service’s fleet (Up to ~100 vehicles total).
  - a) Solid waste (~20 vehicles)
  - b) Street sweepers (~5)
  - c) General trucks (~25)
- 3) Integration with specific vehicle systems. Including vehicles for
  - a) Plowing and salt/sand spreading
  - b) Solid waste
  - c) General
- 4) Integration with City Systems
  - a) GIS
  - b) Cityworks MMS
  - c) Mainsaver
- 5) Customer Information Display
  - a) Current and past plowing/salting/sanding history

### B. ISSUING OFFICE

This RFP is issued by the City of Ann Arbor, Michigan, Purchasing Division and Public Services. All correspondence regarding this RFP must be addressed to:

Russell Hanshue, Applications Delivery Manager  
City of Ann Arbor  
Financial and Administrative Services, Information Technology  
100 N. Fifth Ave  
Ann Arbor, MI 48107  
Phone: 734-794-6550  
Fax: 734-996-3064

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### **C. PROPOSALS**

One original and seven copies of the proposal must be submitted. The information included therein should be as concise as possible. The total submittal shall not be more than 50 pages, with material on two sides. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for proposals and/or separate fee proposals must be clearly marked "City of Ann Arbor Public Services Automatic Vehicle Location Project" in bold type. The proposals must be submitted to the Purchasing Office (see Item F on page 3 for location).

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the submitter. An official authorized to bind the submitter to the proposal's provisions must sign the proposal in ink.

Each proposal must remain valid for at least one hundred twenty days from the due date of proposals to this RFP.

### **D. SELECTION CRITERIA**

Responses to this RFP will be evaluated using a point system, as shown in Section III. A selection committee comprised of members from the City's Public Services Area and Information Technologies Services Unit will complete the evaluation.

At the initial evaluation, the fee proposals will not be reviewed. The initial evaluation is to determine which, if any, firms are to be interviewed. During the interviews, the selected firms will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview the key personnel assigned by the selected consultant to this project.

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

### **E. CHANGES IN THE RFP**

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposal, or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by the Public Services, Systems Planning Unit, not less than seven days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum, and will be sent to each firm

recorded as having received a copy of the RFP. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

#### **F. SEALED PROPOSAL RECEIPT**

**All proposals must be received by the Purchasing Division, Fifth Floor, Guy C. Larcom Building, 100 N.Fifth Ave, Ann Arbor, MI 48107-8647 at or before 2:00 p.m., Wednesday, July 28th, 2010.** Prospective submitters are responsible for the timely receipt of their proposal. Late proposals will not be considered.

#### **G. DISCLOSURES**

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

#### **H. TYPE OF CONTRACT**

A sample of the standard Professional Services Agreement (PSA) is included in Section IV, Attachment "A." Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. The consultant, 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. This chapter of the code pertains to affirmative action by City contractors and excerpts for compliance are provided in Exhibit C of Attachment "A". **The City will not entertain changes to the standard Professional Services Agreement.**

#### **I. COST LIABILITY**

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. Total liability of the City is limited to the terms and conditions outlined in the City-Consultant agreement, included in Section IV of this RFP.

#### **J. SCHEDULE**

A general timeline for the Automated Vehicle Location project is included in Section IV, Attachment "B". The proposals submitted will use this schedule as a guide to further define an appropriate study schedule in accordance with the requirements of the Proposed Work Plan in Section III. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected consulting firm.

## **K. LIVING WAGE REQUIREMENT**

All firms contracting with the City are required to comply with Chapter 23 of the Ann Arbor City Code, Sections 1:811 B 1:821 as outlined in Exhibit D of Attachment “A” (sample Professional Services Agreement) contained in Section IV of this RFP.

## SECTION II: BACKGROUND AND SCOPE OF WORK

### BACKGROUND

The City of Ann Arbor maintains a fleet of vehicles by which it helps to provide a wide range of services. These include services for street maintenance, solid waste, water, storm, sanitary, forestry, parks and recreation, signs and signals, etc... Knowing the location of our equipment is one of the keys to providing high quality services. At present, vehicle location is determined by prior knowledge of the intended destination and radio communication with drivers.

Any knowledge of vehicle systems is either gathered after a vehicle has returned to the field office or is transmitted by the driver via the radio system. However, there is a strong desire from City staff, as well as customers, to utilize a more dynamic location system that would incorporate real-time location of vehicles. This would serve as the basis for better management of the City's field operations as well as providing highly useful dynamic information to the City's customer.

Additionally, the City has a robust GIS and Maintenance Management System. The City uses ESRI's ArcGIS software as a foundation and inventory of City infrastructure coupled with Cityworks MMS for tracking work activity on the infrastructure. Upon completion of this project, Ann Arbor intends to use the AVL system to provide higher quality and more efficient services to City residents.

The following scope of services is intended to serve as a framework to implement an AVL system for the City's Public Services Field Operations at will.

### SCOPE OF WORK

1. Implement an AVL system for up to 100 City vehicles. Implementation will be focused in the following order:
  - a. Snow plow vehicles (47; 14 equipped with Dickey-John Control Points)
  - b. Solid waste vehicles (20);
  - c. Street Sweepers (5); and
  - d. Other field operation trucks (27).
2. The snow plow implementation shall have the ability to display, in real-time, the current vehicle locations and plowed areas for the current storm through a website. Additionally, customers (a/k/a citizens) shall be able to view snow-plowing results from previous storms, conduct ad-hoc replays and perform historical investigations.
3. The AVL system shall include the ability to integrate directly with the vehicles engine computers that are equipped with a data bus capability (without interference or disturbance of this connection for its intended purposes). This will allow for improved maintenance and reporting by directly reading the engine codes (e.g., vehicle diagnostic codes), actual odometer, actual vehicle speed (not just GPS derived speed) actual fuel consumption, idle time, engine hours (with power-take-off on and PTO off) and status of all sensors.

4. The system shall also include the ability to obtain sensor information related to plows, sweepers, spreader rates, road temperatures, and numerous other sensors commonly found on road maintenance vehicles. Sensors are not available for all functions. Please provide information for adding sensors for above stated information.
5. The AVL shall include the ability for implementing geo-fencing based on customized areas as well as sending alerts when the geo-fences are breached.
6. The solution shall include the ability to spatially enable and integrate with the City's GIS, Maintenance Management System (Cityworks), and Fleet Management System (Mainsaver).
7. The system shall provide a web-based Dashboard utility that reports and maps the vehicle fleet, group or individual vehicle information (including sensor information) with regard to location, speed, distance, mileage by geo-zone or geo-fences or any area as configured by the City. When the vehicle goes out of coverage the system will queue at least a weeks worth of data from transmissions (including sensor data, messages and locations, ) when the vehicle returns to the assigned area.
8. The system shall provide GPS navigation and optimized routing.
9. Provide a detailed installation and maintenance plan for the GPS and sensors
10. Provide training for AVL admin, operators and service personnel, including training documents.

## TECHNICAL REQUIREMENTS

### 1. Computing Standards

The system must support the following standards identified below and listed in Table 1:

- a. Microsoft SQL Server 2005 Enterprise or above (central database)
- b. Microsoft .NET Framework
- c. ESRI integration (ArcSDE, ArcGIS, ArcGIS Server)
- d. Browser-based user interface for reporting (e.g, external public viewing and internal usage via a web-based dashboard)

### 2. Data and Integration

- a. All activity tracking and spatially enabled data shall be transferred real-time to a SQL Server 2005 or later database along with quantitative data from all device sensors.
- b. All data captured by the system shall have the ability to integrate with other relational databases residing on City SQL Server 2005/2008 database servers.
- c. The City currently uses SQL Server Integration Services (SSIS), and/or web services to complete data integration with the spatial databases (ArcSDE), Cityworks MMS and Mainsaver systems.
- d. Respondents to this RFP must explain, in detail, how the proposed system will integrate with the City's current environment.
- e. Operator entry of data into fields should be defined and required with specific data formats (data constraints) that are consistent for the required entry (e.g., user field – JONES vs. 04556; however, JONES and 04556 are the same user – the use of non-consistent entries makes data analysis more difficult and can return unexpected or inaccurate reporting).
- f. Enforce referential integrity at both the vehicle device data collector that transmits the data and at the receiving database that stores the information after receiving data transmission.
- g. The in-vehicle data collection device should re-poll in instances where data was not received or data is not within valid ranges.
- h. The system should transmit from the vehicle to the central database only the data elements actually collected. The receiving systems should parse the data to identify which fields were actually collected and identify the data fields not sent as being null or not collected and updating the database accordingly.
- i. Allow the collecting system to specify the frequency at which it polls and collects data from sensors (e.g., collect ambient temperature every 20<sup>th</sup> interval and collect vehicle speed at every interval).

### 3. Communications

- a. Communication should be enabled via wireless data services through the cellular telephone network and internet connectivity (e.g., CDMA, 3G/4G – EVDO provided by Sprint or Verizon) solution for Wide Area Coverage (WAN) and/or other wireless transport methods (Ex. The City owned 800 Trunk Radio system). Please elaborate.
- b. The operational concept shall allow for real-time communication of collected data in areas with adequate cellular data coverage.
- c. Transmit only valid data collected to reduce record size and transmission time.

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- d. Provide a check sum to validate the data was properly received.
- 4. Reporting
  - a. A browser-based application for citizen and customer viewing on the City's website (<http://www.a2gov.org>) is required for activity tracking and real-time vehicle location during snow-storm events. Ad-hoc historical inquiries and replay of vehicle activity is necessary.
    - i. Application should allow for City specific information to be displayed with vehicle information (i.e. Plow districts, etc...)
  - b. A browsers-based application for internal reporting and analysis using Microsoft SQL Server Analysis Services and/or Microsoft SQL Server Reporting Services in rendered within Microsoft Sharepoint Server would be an ideal solution for the City. In lieu of aforementioned solution, other reporting solutions can be proposed and will be considered (e.g, Crystal Reports).
  - c. Provide for the ability to export data to standard file types (csv, xml, xls, etc...)

<b>Table 1 - City of Ann Arbor Computing Environment<sup>1</sup></b>		
<b>System</b>	<b>Standard</b>	<b>Provider</b>
Asset and Maintenance Management	Cityworks V. 4.5	Azteca Systems
Browser	Internet Explorer 7,8	Microsoft Corporation
Database Server Data-mart/Data-warehouse Extract, Transform, Load Services	SQL Server 2005/2008 Enterprise Edition	Microsoft Corporation
	SQL Server 2005/2008 Enterprise Edition	Microsoft Corporation
	SQL Server Integration Services (SSIS) 2005/2008	Microsoft Corporation
Facilities and Fleet Management	Mainsaver V 10	Mainsaver (JBSystems)
Geospatial Databases (GIS) Geo. Info. Systems (GIS) GIS Web Server	Arc-SDE V 9.3	ESRI
	Arc-GIS V 9.3	ESRI
	Arc-GIS Server 9.3	ESRI
Office Suite	Office 2007	Microsoft Corporation
Programming	Microsoft .NET Framework Version 2.0-3.5 SP1 (C Sharp and/or VB.NET)	Microsoft Corporation
Reporting Services	SQL Server Reporting Services (SSRS) 2005/2008	Microsoft Corporation
Server Operating System(s)	Adv. Server 2003,32-bit, Windows Server 2008 64- bit	Microsoft Corporation
Web Application Server	Microsoft Internet Information Server	Microsoft Corporation
Workstation Operating System	XP	Microsoft Corporation

<sup>1</sup> Computing environment and standards applicable to AVL/Mobile Fleet Operations Management RFP.

5.

### SECTION III: MINIMUM INFORMATION REQUIRED

The City reserves the right to not consider any proposal which is determined to be unresponsive or deficient in any of the information requested for evaluation.

#### A. PROFESSIONAL QUALIFICATIONS – 10 points

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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 the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub consultants shall be included.
3. State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

#### **B. PAST INVOLVEMENT WITH SIMILAR PROJECTS – 30 points**

The written proposal must include a list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects for the firm and the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual project completion date and final cost of the project is to be included with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

#### **C. PROPOSED WORK PLAN – 35 points**

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP. The work plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e., when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer to be necessary to the project are to be included in the work plan and identified as proposer-suggested elements. Please discuss proposed connectors, switches, sensors, etc...

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

#### **D. FEE SCHEDULE – 25 points**

Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations are to include equipment, services, the names, titles, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan, including the proposer-suggested project elements and proposer-suggested contingencies, if any. The vendor selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material, and time.

The proposed fee must detail the costs for each of the tasks and is recommended to itemize costs of major individual components. The fee proposed must include the total estimated cost for the project, when it is 100% completed. 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 IV of this RFP.

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

#### **E. AUTHORIZED NEGOTIATOR**

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

#### **F. REVIEW**

The consultant Selection Committee will evaluate each proposal by the above-described criteria (A through C) and point system, to select the firms to be interviewed. After firms have been selected, the Committee will evaluate criteria D for each selected firm and may re-evaluate criteria C based upon knowledge of the fee proposals for the selected firms. The Committee will contact references to verify material submitted by the proposers. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, or a revised scope.

The Selection Committee will then schedule interviews with the firms selected to be interviewed. The firms selected for interview will be given the opportunity to discuss in more detail their proposals, qualifications, past experience, proposed work plan and their fee proposal.

The interviews may include up to one-half hour of presentation by the consultants, followed by approximately one hour of questions and answers. The consultant's interview committee shall consist of no more than three representatives of the Proposer's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. The selection committee may record the interviews.

The firms interviewed may be re-evaluated by the above criteria (A through D), following the interviews and an adjustment to scoring will be made if appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued. This may lead to the award of a contract by City Council. The City may reject all proposals if they are determined to be unsuitable by the selection committee.

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**\_\_\_\_\_**  
**AND THE CITY OF ANN ARBOR**  
**FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("City"), and \_\_\_\_\_

\_\_\_\_\_ ("Consultant") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**I. DEFINITIONS**

Administering Service Area/Unit means \_\_\_\_\_.

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

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

Project means \_\_\_\_\_.  
Project name; File and Subfile No.

Work Statement means a request for specific services or deliverables by the City, a proposal of Consultant, or another written instrument that meets the following requirements:

1. Includes substantially the following statement: "This is a Work Statement under Consultant Services Agreement Dated ..... ."
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.
3. Contains the following three mandatory items:
  - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City

- b. The amount of payment
- c. The time schedule for performance and for delivery of the Deliverables

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

## **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 professional \_\_\_\_\_ (type of service) services ("Services") in connection with the Project as described in Exhibit A. Specific projects within the scope may be described from time to time by the City for performance within a Work Statement. Upon acceptance of the Work by Consultant, the Work Statement shall become part of this Agreement and shall be performed in accordance with its described scope. The City retains the right to make changes to the quantities of service within the general scope of the agreement or within a Work Statement 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. The Consultant understands that there is no guarantee or implied promise of any nature that any Work Statements at all will be issued and that the City is under no obligation to issue or consent to any Work Statements.
- 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 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 or in RFP 774: City of Ann Arbor Public Services Automatic Vehicle Location Project

signed Work Statements as may be agreed upon from time to time. Payment shall be made monthly, unless another payment term is specified in Exhibit B or the applicable Work Statement, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.

- 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 on the basis of reasonable time spent and reasonable quantities of materials used, 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 below, 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. The following insurance policies are required:
  - 1. Professional Liability Insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
  - 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  - 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all contracts involving on-site work, the Consultant shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Consultant shall be admitted and authorized to do
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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, for any loss not covered by insurance under this contract, 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

## **VI. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Consultant 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 and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C.
- 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. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D.

## **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 specified in 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.

## **VIII. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- 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 any right or obligation under this Agreement 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 by personal delivery or by first-class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

**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. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement, including any and all Work Statements, shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

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

### **XIV. 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.

### **XV. 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.

### **XVI. EXTENT OF AGREEMENT**

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

oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**FOR CONSULTANT**

By \_\_\_\_\_  
Type Name

Its

**FOR THE CITY OF ANN ARBOR**

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

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

**Approved as to substance**

\_\_\_\_\_  
Roger W. Fraser, City Administrator

\_\_\_\_\_  
Type Name  
Service Area Administrator

**Approved as to form and content**

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**FEE SCHEDULE**

EXHIBIT C  
FAIR EMPLOYMENT PRACTICE

The consultant, 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 therefrom:

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;

RFP 774: City of Ann Arbor Public Services Automatic Vehicle Location Project

- (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.

EXHIBIT D  
LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

**1:813. Definitions.**

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
  - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
  - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution

toward health care shall not exceed 50 cents an hour for the average work week for such employee.

- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

**1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

**1:815. Living Wages Required.**

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.

- (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

**1:816. Employees Covered.**

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

**1:817. Exemptions.**

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.

- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
  - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
  - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

#### **1:818. Monitoring and Enforcement.**

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.

- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

**1:819. Penalties and Enforcement.**

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

\* \* \* \* \*

**1:821. Other Provisions.**

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

\* \* \* \* \*

- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.

- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
- (a) A bona fide training program;
  - (b) A summer or youth employment program;
  - (c) A work study, volunteer/public service, or internship program.

\* \* \* \* \*

## ATTACHMENT B

### City of Ann Arbor Public Services Automated Vehicle Location Project General Timeline

#### July 2010

- Request for Proposal (RFP) available for consultants
- RFP Deadline: July 28 (2:00 pm)

#### August 2010

- Selection Team evaluates consultants
- Selection Team interviews consultants
- Selection Team selects consultant
- Negotiate modifications to proposed scope of services

#### September 2010

- City Council approval of consultant services contract
- Secure insurance certificates and contract signatures
- Consultant begins work

#### October 2010

- Project completed



# ATTACHMENT C

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

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

### EMPLOYMENT DATA

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

6/06

Questions about this form?

Call Procurement Office: (734) 794-6576

AAF-1

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

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)															TOTAL COLUMNS A-N
	Male							Female								
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Mixed	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	Mixed		
A	B	C	D	F	G	H	I	J	K	L	M	N				
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>																

6/06

Questions about this form?

Call Procurement Office: (734) 794-6576

AAF-1

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 \$11.71/hour when health care is provided, or no less than \$13.06/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 2010.
- b) Please check the boxes below which apply to your workforce:
  - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
  - OR**
  - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name	Address City State Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address
Date signed	

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

LW-2

→ **RATE EFFECTIVE APRIL 30, 2010-ENDING APRIL 29, 2011** ←

**LIVING WAGE ORDINANCE – CITY OF ANN ARBOR**

**\$11.71 per hour**

if the employer provides health care benefits\*

**\$13.06 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.** I

**ENFORCEMENT**

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

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

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

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

***For Additional Information or to File a Complaint Contact:***

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