

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL



On-Call Emergency Tree-Work

RFP No. 894

Proposal Due Date: Wednesday, April 30, 2014
On or Before 10:00 A.M. (Local Time)

Public Services Area/Field Operations
Service Area/Unit

Issued By:
City of Ann Arbor
Procurement Unit
City Hall, 301 East Huron Street
Ann Arbor, Michigan 48107-8647

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**SECTION I
GENERAL INFORMATION**

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a company or companies to provide tree work services for:

“On-Call Emergency Tree Work”

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before 3:00 P.M. (Local Time), April 23, 2014 and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Kerry Gray, Urban Forestry and Natural Resources Planning Coordinator at kgray@a2gov.org

RFP Process and HR Compliance questions to Mark Berryman, Purchasing Manager at mberryman@a2gov.org

Should any prospective Respondent 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 Respondent shall make a written request for an official interpretation or correction. Such requests must be received via email by kgray@a2gov.org on or before April 23, 2014 by 3:00 P.M. (Local Time).

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this project.

D. ADDENDUM

All 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 that will be posted to a2gov.org and MITN.info and it shall be the Respondent’s responsibility to ensure they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the Proposal

Each Respondent must in its proposal, 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 official written addenda.

E. PROPOSAL FORMAT

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 Respondent. The proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Each total submittal should not be more than 10 sheets (20 sides), not including required attachments and resumes. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Each person signing the Proposal is required to certify that he/she is the person in the Respondent's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. The evaluation will be completed by a selection committee comprised of staff from the City of Ann Arbor.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top respondents, and open only those fee proposals. The City will then determine if an interview is needed and which, if any, companies will be interviewed. If an interview is needed, the selected companies will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected company to do this project. If the City chooses to interview any respondents, the interviews will be held in early May 2014.

All Proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

G. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit c/o Customer Service on, or before, **April 30, 2014 by 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent **must submit in a sealed envelope one (1) original Proposal, two (2) additional Proposal copies, and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within respondent's sealed proposal. Do not email a copy of the fee proposal.** Proposals submitted must be clearly marked: RFP No.894– On-Call Emergency Tree Work and then list Respondents name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit
C/O Customer Service Desk,
First Floor, Guy C. Larcom Building
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped by the Procurement Unit at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal. Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A Proposal will be disqualified if:

1. If the Fee Proposal is not contained within a separate sealed envelope.

H. 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 Respondent's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure

of contracts and attachments thereto.

I. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included as Appendix A. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Exhibit C of the sample Professional Services Agreement. **The City will not entertain changes to terms and conditions of the standard Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

J. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS

The City's standard Professional Services Agreement outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the respondent should complete and return with its proposal completed copies of the Human Rights Division Contract Compliance forms.

All respondents proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations 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 defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. Living Wage forms should be submitted with the proposal

The following forms are attached:

- Living wage declaration form (Attachment A)
- Copy of the current living wage poster (Attachment A)
- Contract compliance form to report employment data (Attachment B)
- Conflict of Interest (Attachment D)

If Contract Compliance and Living Wage forms are not submitted with the proposal, a respondent will have 24 hours from the City's request to return completed forms.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state,

or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is found in Section IV, Attachment D.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the company prior to the execution of the Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. AWARD PROTEST

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The respondent must clearly state the reasons for the protest. If a respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the respondent to the Purchasing Agent. The Purchasing Agent will provide the respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III. The following is the solicitation schedule for this procurement.

Activity/Event	Anticipated Date
Written Question Deadline	April 23, 2014 by 3:00pm
Proposal Due Date	April 30, 2014 by 10:00am

Interview Consultants (if needed)	Early/Mid May 2014
Consultant Selection	Mid-May 2014
Expected City Council Authorization of PSA	By July 1, 2014
PSA Execution, Award and Notice to Proceed	July 1, 2014

The above schedule is for information purposes only and is subject to change at the City's discretion.

There is no guaranteed quantity of work for this project. Work will be generated by acts of nature; whole and partial tree failures and other unforeseen events.

P. IRS FORM W-9

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9.

Q. NON-DISCLOSURE AGREEMENT

The selected Respondent will be required to execute a Non-Disclosure Agreement (See Appendix B Sample Agreement)

R. INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the Respondent 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 Respondent 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 Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other prospective Respondent or to any competitor.
 - c) No attempt has been made or shall be made by the proposal Respondent 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 Respondent'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 Respondent 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.

S. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Respondents.
4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more respondents to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II SCOPE OF SERVICES

1. Objective

To provide emergency tree work services including removal and clean-up. Emergencies are identified as sudden, unexpected occurrences demanding immediate attention occurring on an on-call and/or as needed basis. The primary objective of on-call emergency tree work is to eliminate hazards on city rights-of-way, streets and other city property and to leave the work site in safe condition. This proposal includes two types of work: (A) on-call after hours work; and (B) day storm work.

A. **On-call after hours work** is defined as emergency work not conducted during normal day time working hours. Contractor must be available 24 hours a day and seven days a week, including nights, weekends and holidays.

B. **Day storm work** is emergency work performed during normal working hours of the day and week. Contractor shall begin storm work within 24 hours of being called by the City.

Proposer may provide a proposal for one or both types of on-call emergency tree work.

2. Requirements

The Contractor's crew(s) must, at a minimum, have electrical hazard training or one member that is line clearance certified, and otherwise meet applicable MIOSHA and other organization regulations for conducting such work. Contractor must keep in communication with involved Field Operations staff during emergency work.

3. Quantity of Work

There is no guaranteed quantity of work. Work will be generated by acts of nature; whole and partial tree failures and other unforeseen events.

4. Work Schedule

Contractor will be contacted as emergencies occur. The contractor must provide and update the names and phone numbers of contact personnel.

A. **On-call after hours work:** Contractor must be available on-call, 24 hours a day, seven days a week including weekends and holidays. Crews will be paid on-call work rates until the on-call work assignment is completed, regardless of the day or time that the work is completed.

B. **Day storm work:** Contractor must begin work within 24 hours of notice from the City. Contractor is expected to work in a timely manner until the work assignment is completed. Should the assignment require more than one 8-12 hour day to complete, Contractor shall work at least one qualified crew with required equipment, each work day, for a full work day of at least eight hours to the completion of the assignment. Day storm work will not be paid at the on-call work rate, even if crews continue work past normal working hours.

5. **On-Call Procedures**

It is the responsibility of the contractor to provide an up-to-date list of names and contact numbers of on-call personnel. The City will contact the Contractor by phone as emergencies occur, and will provide as much information as available about the emergency work assignment, including the location(s), type of tree work and site condition(s).

A. **On-call after hours work:** Contractor's emergency crew or crew foreman is expected to be at the work site **within 1 hour** upon being called by the City.

B. **Day storm work:** Contractor will commence work within 24 hours of work notification by the City.

6. **Assessment of Emergency**

Contractor will evaluate the situation to determine the best course of action needed. If an extreme situation occurs it may be necessary to contact the City for additional instructions. Contractor will only work at those locations directed by the City. Contractors are not to perform more work than indicated by the City.

7. **Equipment**

All bidders must have in their possession or available to them by formal agreement, at the time of bidding, trucks, chippers, hand tools, bucket trucks, lighting, and other equipment and supplies which are necessary to perform the work as outlined in these specifications. A detailed list of equipment used by the Contractor(s) is required.

8. **City Trees**

The primary objective of on-call emergency work is to eliminate hazards and to leave the work site in a safe condition. All broken or fallen trees/limbs on city rights-of-way must be removed. Only during the hours between dusk to dawn can small debris be left on city rights-of-way. Contractor must report left debris to the Forestry contact. During daylight hours all debris must be removed and site left in clean condition.

9. **Private Property Trees**

When emergency tree work involves privately owned trees, tree work should be focused solely on activities necessary to clear the rights-of-way, city streets or city property. Private property trees and parts of trees shall be removed from streets, sidewalks, and/or rights-of-way. Contractor may remove the trees/parts of the trees entirely or place them back on private property, whichever takes less time. Crew time spent specifically handling private trees must be tracked with addresses. **No private trees/limbs or debris shall be removed from private property.**

10. **Safety**

The Contractor(s) shall protect the public, City employees and the Contractor(s)'s employees from work-related hazards. In the event of an emergency affecting the safety of persons or property, the Contractor(s) shall act immediately to prevent threatened loss or damage and stop any activity or operation affecting safety until the

situation(s) is corrected.

Emergency tree work must be performed using acceptable industry practices for such work. Contractor(s) should expect that it might be necessary to climb trees to perform the work for this specification including provisions outlined in applicable MIOSHA and other organization regulations. Extreme care shall be taken so as to prevent tree limbs, branches, and trunks from falling and creating damage to adjacent homes, trees, driveways, sidewalks, streets and other property, both public and private

11. Working in Proximity to Electrical Hazards

The contractor is required to follow all applicable rules and regulations related to working in proximity to electrical hazards, including but not limited to:

If the minimal approach distance cannot be maintained during removal operations, electrical system owner/operator shall be advised before any work is performed in proximity to energized electrical conductors. Only qualified line-clearance arborists or trainees shall be assigned to work where an electrical hazard exists.

If the utility company must remedy a hazard before tree work can commence, the Contractor shall notify the Forestry contact to establish a work plan and scheduling

The Contractor's crew(s) must, at a minimum, have electrical hazard training or one member that is line clearance certified, and otherwise meet applicable MIOSHA and other organization regulations for conducting such work. Contractor must keep in communication with involved Field Operations staff during emergency work.

12. Obstruction or Closing of Streets

Where work is conducted in streets or other public thoroughfares, the Contractor(s) shall cause as little interference as possible with general public traffic, both vehicular and pedestrian. Access to Fire, Police, ambulance and other emergency vehicles shall be maintained at all times. Blocking of public streets shall not be permitted unless absolutely necessary. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with State, County, and local highway rules and/or regulations.

13. Work Crew Supervision

The Contractor(s) shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor(s) to accept and act upon all directives issued by the City. Failure by the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor(s) is in default of the contract unless such directive would create potential personal injury or safety hazard.

SECTION III

MINIMUM INFORMATION REQUIRED

Respondents should complete the attached “Professional Qualifications” form provided in this section.

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

A. Professional Qualifications – 40 points

1. 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. History of the firm, in terms of length of existence, types of services provided, etc.
3. The professional personnel by skill and qualification that will be employed in the work. Including crew leaders and supervisors. Professional credentials that each member of the team has including, Include ISA Certified Arborist, Tree Worker, safety professional or other applicable qualifications and electrical hazard training information or proof of line clearance certified employee that will be working on the crew.
4. List of all equipment that will be available for use by the crew performing each work item.
5. Information on the company’s safety training program.
6. Proof of Proposer’s ability to meet the City’s insurance requirements as outlined in the standard Public Services Agreement (Appendix A)

B. Past involvement with Similar Projects – 35 points

A list of at least three references, preferably municipal government, where your company has provided similar services/type of work as outlined in the Scope of Services.

C. Fee Proposal - 25 points

1. The Proposer should use the Fee Proposal sheet provided in this RFP. **Fee quotations shall be submitted in a separate, sealed, envelope** as part of the proposal.

D. Attachments

Legal Status of Respondent, Living Wage Compliance Form, Contract Compliance Forms and Vendor Conflict of Interest Disclosure Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission and will not be counted against the page limit for this proposal.

E. Proposal Evaluation

1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A through C, based on 75 points). If one or more qualified proposals are identified, the separate fee proposals will be opened for qualified proposals and rescored based on all criteria (A through D) and a successful proposal will be chosen.

If necessary, the city will select a short list of firms for further consideration and possible interviews. 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 Proposers.

2. If necessary, the Selection Committee then will schedule the interviews with the selected company/companies, if necessary. The selected companies will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. If necessary, the companies interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, a portion of the scope, or a revised scope.

PROFESSIONAL QUALIFICATIONS

Failure to answer all questions may result in the rejection of this proposal

Company Name (P.O. Will Be Addressed To) _____

Social Security or Federal Employer I.D. # _____

Address _____

City _____ State _____ Zip _____

Type of Organization (**circle one**): Individual Partnership Corporation Joint Venture

Other _____

Year organization established: _____

Former organization names(s) if applicable: _____

Number of full-time employees: _____ part-time employees _____

We have read the attached Scope of Work and Specifications thoroughly?

Yes

No

The Scope of Work details two types of on-call emergency work the City needs performed. Which type(s) of work the Proposer is seeking to provide (select all that apply):

On-call **after hours** tree work

On-call **day** tree work

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

The undersigned agrees that if the proposal is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods and services in accordance with this RFP.

COMPANY REPRESENTATIVE/AUTHORIZED NEGOTIATOR:

Signature

Date

Printed Name

Title

Email Address

Phone Number _____ Fax Number _____

Available Contact People: For on-call after hours emergency work contact(s) must be available 24 hour a day/7 days per week including weekends and holidays.

Name	Phone
------	-------

Name	Phone
------	-------

References: List three references, preferably municipal government, where your company has provided similar services/type of work as outlined in the Scope of Services.

<u>City</u>	<u>Contact Person</u>	<u>Phone Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Tree Crew Qualifications: List all employees and their qualifications that may be assigned to this work. Indicate individuals that are crew leaders and supervisors. Attach additional sheets, if necessary.

Equipment: List all equipment that will be available for use by the crew performing each work item. Attach additional sheets, if necessary.

Does your company have access to a crane?	Yes	No
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Subcontractors: List any subcontractors that your company is planning to use for this project and what activities they will perform. Include ISA Certified Arborist, Tree Worker, safety professional or other applicable qualifications. Attach additional sheets, if necessary.

NOTE: If using subcontractor(s), they must submit the attached qualifications sheet.

Safety Training:

Does your company maintain a safety training program?	Yes	No
Have you read the attached specifications thoroughly?	Yes	No
Are all exceptions to the attached specifications properly outlined?	Yes	No
Read and understand Safety Standards/Precautions?	Yes	No

Insurance Requirement: All required insurances shall be kept current as specified in this bid document and on the back of the service purchase order, for the term of the contract. We have the ability to carry the required level of insurance for this contract?

Yes, name of insurance company_____

No

SUBCONTRACTOR PROFESSIONAL QUALIFICATIONS

Failure to answer all questions may result in the rejection of this proposal

Company Name (P.O. Will Be Addressed To) _____

Social Security or Federal Employer I.D. # _____

Address _____

City _____ State _____ Zip _____

We have read the attached specifications thoroughly?

() Yes

() No

COMPANY REPRESENTATIVE:

Signature

Date

Printed Name

Title

Email Address

Phone Number _____ Fax Number _____

Type of Organization (**circle one**): Individual Partnership Corporation Joint Venture

Other _____

Year organization established: _____

Number of full-time employees: _____ part-time employees _____

References: List three references, preferably municipal government, where your company has provided similar service of the type of work in this bid.

Organization/City

Contact Person

Phone Number

1. _____

2. _____

3. _____

Tree Crew Qualifications: List all employees and their qualifications that may be assigned to this work. Indicate individuals that are crew leaders and supervisors. Include ISA Certified Arborist, Tree Worker, safety professional or other applicable qualifications and electrical hazard training information or proof of line clearance certified employee that will be working on the crew. Attach additional sheets, if necessary.

Equipment: List all equipment that will be on site and available for use by the crew performing each work item. Attach additional sheets, if necessary.

Safety Training:

Does your company maintain a safety training program?	Yes	No
Have you read the attached specifications thoroughly?	Yes	No
Are all exceptions to the attached specifications properly outlined?	Yes	No
Read and understand Safety Standards/Precautions?	Yes	No

ON CALL EMERGENCY TREE WORK FEE PROPOSAL

Company Name (P.O. Will Be Addressed To) _____

Social Security or Federal Employer I.D. # _____

Address _____

City _____ State _____ Zip _____

On-Call After Hours Emergency Tree Work*

Number of Crew Members on Emergency Tree Crew: _____

Hourly Rate: \$ _____

Day Storm Work*

Number of Crew Members on Emergency Tree Crew: _____

Hourly Rate: \$ _____

*Proposer may provide a fee on one or both tree work activity types.

SECTION IV

ATTACHMENT A

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

\$12.78 per hour

If the employer provides health care benefits*

\$14.25 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
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

**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 \$12.78/hour when health care is provided, or no less than \$14.25/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 2014.
- 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

ATTACHMENT B

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS FOR COMPLETING CONTRACT COMPLIANCE FORM

City Policy

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

any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

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

To complete the form:

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

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

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

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

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

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

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6500

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**
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 _____ (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-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
	A	B	C	D	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													
TOTAL													
PREVIOUS YEAR TOTAL													

**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)												
	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													
TOTAL													
PREVIOUS YEAR TOTAL													

**ATTACHMENT C
LEGAL STATUS OF RESPONDENT**

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

By signing below the authorized representative of the Respondent hereby certifies that:

The Respondent is:

- 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 on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____, whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of _____, and filed with the county of _____, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Date: _____,

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

APPENDIX A – SAMPLE CONTRACT

AGREEMENT BETWEEN

**AND THE 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 48107 ("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.)

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. 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 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. Total compensation payable 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 payable according to the fee schedule 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, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. 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.

- C. 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 in 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 Contractor 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); 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 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, 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 before 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 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 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 CONTRACTOR, 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. 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 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 _____
Its

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Services Administrator

Approved as to Form and Content

Stephen K. Postema, City Attorney

SAMPLE AGREEMENT EXHIBITS

EXHIBIT A

(Negotiated scope of work based on accepted terms of Proposal)

EXHIBIT B

(Negotiated compensation based on accepted terms of Proposal)

EXHIBIT C

INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor 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 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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 2 and V.A.3 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. 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 Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor 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 Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

APPENDIX B
NON-DISCLOSURE AGREEMENT

BETWEEN _____ AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 301 E. Huron Street, Ann Arbor 48107 (“City”) is the owner of certain confidential information relating to its stormwater, sanitary sewer and water main systems and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as “Confidential Information”).

Whereas, _____ (referred to as “Receiver”) is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the _____.

Therefore, it is agreed this ____ day of _____, 2014:

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information based on Receiver’s request for:

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it having all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as “need to know” in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as “need to know.”

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-

Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this paragraph shall remain Confidential Information for all other purposes.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

"[Click to Type Applicant Name]"

By: _____
Steven D. Powers

By: _____

Print Name: "[Click to Type Name]"

Title: City Administrator

Title: "[Click to Type Title]"

Approved as to substance:

Craig Hupy, P.E.
Public Services Area Administrator

Approved as to form:

Stephen K. Postema
City Attorney