

# REQUEST FOR PROPOSAL

RFP# 924

Summer and Winter Tax Bill Printing and Mailing



Due Date: April 10<sup>th</sup>, 2015 by 2:00pm (local time)

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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## **SECTION 1 GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor Treasury Services Unit distributes approximately 40,000 tax bills each tax season. Tax bills are required by statute to be mailed by July 1<sup>st</sup> for Summer and December 1<sup>st</sup> the Winter tax season. Tax bills are divided into 3 groups and printed on a 2 color double sided template specific to the group. Tax bill data is provided electronically approximately 10 business days prior to required mailing date. The successful respondent will demonstrate their experience in managing the tax bill printing process from template management and design to mailing tax bills within statutory guidelines.

The City intends to enter a contract for 5 years with the successful vendor, with the option of extending the contract for an additional 3 years. Fee proposals should include pricing throughout the life of the contract.

### **B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP**

All questions regarding this RFP shall be submitted via e-mail. E-mailed questions 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 Friday, March 27<sup>th</sup>, 2015, at 5:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Michael J. Pettigrew at [mpettigrew@a2gov.org](mailto:mpettigrew@a2gov.org).

RFP Process and HR Compliance questions shall be e-mailed to Mark Berryman, Purchasing Manager, at [mberryman@a2gov.org](mailto:mberryman@a2gov.org)

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 Treasury Services Unit on, or before, Friday, March 27<sup>th</sup>, 2015, at 5:00 p.m.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](mailto: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 must be incorporated in the Proposal where applicable.

In order to avoid any miscommunications, each respondent must acknowledge all addenda which it has received in its proposal. 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.

**C. PRE-PROPOSAL MEETING**

There will be no pre-proposal meeting for this RFP.

**D. 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 original 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 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. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

**E. 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. Through the initial evaluation, the City will determine which, if any, firms will be selected for additional review.

After the additional review evaluation, the City will determine top respondents, and open only those fee proposals.

The City further reserves the right to interview the key personnel assigned by the selected firm to this project. If the City selects any firms for the additional review process, the tasks will need to be completed during **the week of April 13<sup>th</sup>, 2015**. Applicants must be available on these dates.

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.

**F. SEALED PROPOSAL SUBMISSION**

All Proposals are due and must be delivered to the City Procurement Unit on, or before, **Friday, April 10th at 2:00pm (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) printed original Proposal and one (1) digital copy of the proposal on a flash drive, preferably in PDF format. Each respondent must also provide two (2) copies of the Fee Proposal in a separate sealed envelope marked Fee Proposal.** Proposals submitted must be clearly marked: RFP No. 924 and list the Respondent's name and address.

Proposals must be addressed and delivered to:  
City of Ann Arbor  
c/o Customer Service  
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 on the due date. No immediate decisions are rendered.

Hand delivered Proposals must be date/time stamped by the Customer Service Department 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. The Fee Proposal is not contained within a separate sealed envelope.
2. The Fee Proposal is submitted as part of the digital copy. Provide Fee Proposal in hard copy only.

**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 respondent'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 General Terms and conditions is included as Exhibit A. Those who wish to submit a proposal to the City are required to carefully review the General Terms and Conditions. **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.

**I. HUMAN RIGHTS REQUIREMENTS**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-3 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

**J. WAGE REQUIREMENTS**

Pages 13 and 14 outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful bidder must comply with all applicable requirements and provide documentary proof of compliance when requested.

**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 attached.

**L. COST LIABILITY**

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

**N. SCHEDULE**

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Scope of Work in Section II.

The following is the solicitation schedule for this procurement.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Written Question Deadline	Friday, March 27, 2015, 5:00 p.m.
Proposal Due Date	Friday, April 10, 2015
Additional Reviews	Week of April 13, 2015
Selection	Week of April 20, 2015
Expected City Council Authorization	To Be Determined
Execution, Award and Notice to Proceed	To Be Determined

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

**O. IRS FORM W-9**

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

**P. 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 terms, or conditions of any proposal determined by the City to be in the best interests of the City even though not the lowest cost proposal submitted.

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 BACKGROUND AND SCOPE OF WORK

Prior to each tax season (Summer and Winter), the following templates will be submitted to Treasury Staff for review and editing. NOTE: There are separate versions of each template for Summer and Winter with the exception of the envelopes:

- Remittance Group-Front
- Information Only Group-Front
- Back of Tax Bill
  - This will be the reverse side of the Remittance and Information Only templates.
- #10 windowed envelope
- #9 return windowed envelope
- Treasury will approve final proof prior to printing.

The review and approval process should take place well in advance of the mailing date to ensure selected vendor has time to purchase/print the necessary supplies.

Tax Bills should be sorted and mailed at the presorted, first class postage rate. Notices being sent to the same address should be grouped and mailed in bulk envelopes. The City is willing to 'pre-fund' postage costs to the vendor provided they submit an invoice estimating postage costs at least 30 days prior to the mailing date.

Approximately 5-10 business days prior to the mailing date, data files will be sent electronically via FTP or email. Data files are created using BSA Tax Software. Data file layouts will be provided. There are 3 sets of files:

- Remittance Group:
  - Align data on the template and print. Data from text file will be printed on one side of the Remittance Group-Front template.
  - Tri-fold and insert form into #10 white window envelope
  - Include #9 return envelope.
  - Approximately 25,000 notices in this group each tax season, 50,000 annually
- Information Only Group:
  - Align data on the template and print. Data from text file will be printed on one side of the Information Only Group-Front template.
  - Tri-fold and insert form into #10 white window envelope
  - Approximately 15,000 each tax season, 30,000 annually
- City Group:
  - Align data on the template and print. Data from text file will be printed on one side of the Remittance Group-Front template.
  - Approximately 100 each tax season, 200 annually

The City will require an additional 300 blank Remittance Group forms delivered to the Treasury Services Unit each tax season for office use.

Upon receipt and verification of the data from the City, the vendor will provide a test run of 5-10 pieces from each group for our approval prior to fulfillment of the job. These proofs will be scanned and emailed to the Treasurer and Deputy Treasurer who will review and approve.

### **SECTION III MINIMUM INFORMATION REQUIRED**

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications/Quality of Work
- B. Past Involvement with Similar Projects
- C. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- D. Authorized Negotiator
- E. Attachments

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

**A. Professional Qualifications/Quality of Work – 60 points**

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm uniquely qualified for this work.
4. Provide examples of tax bill templates used with other municipalities.

**B. Past involvement with Similar Projects – 25 points**

The written proposal must include specific experience and indicate proven ability in managing similar printing projects for other municipalities in the State of Michigan. The proposal should also indicate the ability to have projects completed within the timelines outlined in the scope of work. A summary of related projects with other municipalities is required with this section. A complete list of client references must be provided for similar projects recently completed. The list shall include the organization's name, address, telephone number, and contact person.

**C. Fee Proposal - 15 points**

1. Fee proposals shall be submitted in a separate, sealed, envelope as part of the proposal.
2. Fee proposals should include an itemized cost based on the scope of work as described for each tax season. The fee proposal should reflect the annual or yearly cost of your proposal, excluding postage.
3. Fee proposals may include annual increases for the duration of the contract.
4. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant agreement form is included as Attachment A in Section IV of this RFP.

#### D. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

#### E. Attachments

Legal Status of Proposer and Living Wage Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

#### Proposal Evaluation

1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A - B, based on 85 points) to select a short-list of firms for further review. 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 further review. The Committee may contact references to verify material submitted by the Proposers.
2. The Committee then will conduct further reviews with the selected firms, if necessary. The selected firms will be given the opportunity to complete the following tasks and submit the completed tasks for review:
  - Selected firms will be asked to provide its version of one of the templates in SECTION IV.
  - Selected firms will also be asked to perform a small print job (8-10 records) from a data file provided at that time.
3. The firms selected for further review will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After the additional review evaluation, the City will determine top respondents, and open only those fee proposals.

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.

**SECTION IV**  
**Attachments**

**Please see the following pages for attachments.**

## **City of Ann Arbor: General Terms and Conditions**

**The following General Terms and Conditions shall apply.**

**Tax Exemption:** The City of Ann Arbor is tax exempt, ID# 38-6004534.

**Acceptance of Contract:** This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments:** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

**Laws Governing, Severability:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

**Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

**Living Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

**Non-Discrimination:** It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

**Indemnification:** To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices for goods and services shall be emailed to [accountspayable@a2gov.org](mailto:accountspayable@a2gov.org). Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

**Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.

**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 \$12.81/hour when health care is provided, or no less than \$14.30/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 2015.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

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

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

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

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

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

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

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

**Questions about this form? Please contact:**  
Procurement Office City of Ann Arbor  
Phone: 734/794-6500

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016**

**\$12.81 per hour**

If the employer provides health care benefits\*

**\$14.30 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](mailto:mberryman@a2gov.org)**

**LEGAL STATUS OF PROPOSER**

(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 \_\_\_\_\_

