

# REQUEST FOR PROPOSAL

**RFP # 993**

Insurance Brokerage Services  
and  
Risk Management Consulting

City of Ann Arbor  
Financial & Administrative Services



**Due Date: January 16, 2017 by 2:00 p.m. (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 (City) is requesting Proposals from insurance agents/risk management consultants (Consultant), who have the necessary experience in public entity insurance brokerage and risk management consulting to fulfill the requirements of this RFP. The selected Consultant will be required to handle the marketing, proposal preparation and placing of the selected insurance coverage for the City in addition to the required risk management functions which are outlined in Section III the Scope of Services section of this RFP.

It is the intent of the City to obtain reasonable premiums and excellent risk management services through a Consultant that will become an integral part of the City's management team. The City intends to enter into a 5-year contract with the selected Consultant, with an additional 3-year extension at the option of the City. The response to this request, in part or in whole, at the discretion of the City, will be the basis for the scope of services in any resulting contract for services.

### **B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

**All questions shall be submitted on or before January 6, 2017 at 10:00 a.m.**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matthew V. Horning, Treasurer - mhorning@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Purchasing Manager - cspencer@a2gov.org

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

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the consultant'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.

### **C. PRE-PROPOSAL MEETING**

There will be no pre-proposal meeting.

### **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 consultant. An official authorized to bind the consultant to its provisions must sign the proposal in ink. 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 consultant'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. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms 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 consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held January 20, 2017. Consultant must be available on this date.

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 consultant'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, January 16, 2017 at 2:00 p.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**

- **three (3) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a flash drive as one file in PDF format**

**Each respondent must submit in a single separate sealed envelope marked Fee Proposal**

- **two (2) copies of the fee proposal**

**The fee proposal and all costs must be separate from the rest of the proposal.**

Proposals submitted must be clearly marked: **“RFP No.993 – Insurance Brokerage Services and Risk Management Consulting”** and list the consultant’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 will be 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 consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of the City.

**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.**
- 3. The forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.**

**Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.**

## **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 consultant'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 Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement.**

The City reserves the right to award the total proposal, to reject any or 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.

This RFP and the selected consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## **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 Attachment B 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**

The Attachments provided herein 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 consultant 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 the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant 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 be 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 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 consultant 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, consultant 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. PROPOSAL PROTEST**

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The consultant must clearly state the reasons for the protest. If a consultant contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the consultant to the Purchasing Manager. The Purchasing Manager will provide the consultant 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 schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
RFP Published / Distributed	November 22, 2016
RFP Questions Due Date	January 6, 2017
RFP Response Due Date	January 16, 2017
Interviews (if necessary)	January 20, 2017
Selection Notice Issued and Contract Finalized*	January 27, 2017
City Council Approval	February 6, 2017

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

\* Selected vendor is subject to Council approval

#### **P. IRS FORM W-9**

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

#### **Q. 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 if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all consultants.
4. The City reserves the right to reject any proposal that 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 consultants 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 RFP, 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. Background

The City of Ann Arbor is a Mayor/Council – City Administrator form of government. The City Council consists of a Mayor and ten Council Members, two from each of five wards. The City Council is the governing body for the City. The City Administrator is responsible for the administrative operations of the City government. The City operates on July 1 fiscal year with current insurance renewals on March 1.

The City has a population of 117,000 residents, covers 28.5 square miles, 296.7 miles of streets comprising 757 lane miles of pavement, 8,483 streetlights, six fire stations, 3,750 fire hydrants, 28 fire trucks, 107 firefighters, 442.21 miles of water mains, 336.50 miles of sanitary sewers, and 436 miles of stormwater mains.

The City employs 729 full time employees and approximately 350 seasonal employees to provide a wide range of public services including police, fire, emergency management, district court, building and development, public works, parks and recreation, community television network, noncommercial airport, water, sewer, and administrative services. The Police Department consists of 133 employees, of which 120 are sworn police officers. Residents are appointed by City Council to serve on a number of Boards and Commissions.

The City has 157 parks with 2088 acres, two 18 hole golf courses, one enclosed ice skating arena, four pools, three historic sites (Dr. Eugene Leslie home, Kempf House, Cobblestone Farm), two canoe liveries (138 canoes), one senior center, one farmer's market, City Hall (6 stories), a comprehensive maintenance facility constructed in 2008, a 5 story Police & Court facility constructed in 2011, a composting center, and one solid waste recycling center. The City's vehicle fleet consists of 54 police vehicles, 151 passenger vehicles, 89 trucks, 10 fire trucks and 4 police motorcycles.

The City Administrator is responsible for the administration of the insurance and self-insurance programs on behalf of the City of Ann Arbor. The City has established a Board of Insurance Administration which consists of two City Council members and the City Treasurer. The Board is responsible for supervision of the self-insurance ("risk") fund of the City. The selected Consultant will need to be available, on an "as needed" basis, to advise, instruct, and educate the City Administration, Board of Insurance Administration, City Council, City Attorney, and City service area/units on insurance and risk management matters. The City has the following staff responsible for risk management:

Treasurer	Serves as contract administrator for risk management consulting and brokerage.
Risk Specialist	Handles claims intake, some claims investigation, and risk related inquiries
Safety Manager	Manages workplace safety
City Attorney	This office advises and consults the Board of Insurance Administration regarding claims, reviews and approves contracts, and defends the City in litigated matters.

## 2. Objective

The City of Ann Arbor (City) is requesting Proposals from insurance agents/risk management consultants (Consultant), who have the necessary experience in public entity insurance brokerage and risk management consulting to fulfill the requirements of this RFP. The selected Consultant will be required to handle the marketing, proposal preparation and placing of the selected insurance coverage for the City in addition to the required risk management functions which are outlined in Section III the Scope of Services section of this RFP.

It is the intent of the City to obtain reasonable premiums and excellent risk management services through a Consultant that will become an integral part of the City's management team. The City intends to enter into a 5-year contract with the selected Consultant, with an additional 3-year extension at the option of the City. The response to this request, in part or in whole, at the discretion of the City, will be the basis for the scope of services in any resulting contract for services.

## 3. Requirements

The Consultant shall develop, implement, and manage activities for the City of Ann Arbor's comprehensive Risk Management Program under the direction of the Contract Administrator. Responsibilities may include, but are not limited to, brokerage services, risk identification and evaluation, claims management, and maintaining claim loss statistics and trends. Consultant will assume a leadership role in the City's Loss Prevention & Control Program.

### **Risk Management Duties and Responsibilities**

#### A. Administration

- 1) Review and analyze operational activities and make recommendations to accomplish desired Risk Management goals.
- 2) Participate in long-term planning with City staff, on request.

- 3) Provide review, research and analysis on special projects and initiatives.
- 4) Produce certificates of insurance for the City of Ann Arbor upon demand.
- 5) Advise the City Attorney and other City staff on levels of insurance that are or may be required of contractors and service providers to the City.
- 6) Attend all Board of Insurance Administration Meetings, and selected City Council Meetings, as required.
- 7) Establish and maintain contact network for City staff.
  - Designate and staff a “first call” contact number and email address to respond to questions and provide advice to Contract Administrator, Service Area Administrators, Unit Managers, and other staff. Inquiries should be responded to within 24 hours of City contact.
  - Provide a 24/7 emergency contact number and email address, and assign an employee who shall be responsible for coordinating insurance information in the case of a local emergency or disaster with the City Emergency Management Director and the City Administrator.
  - Be available to meet with City staff upon request.
- 8) Report to Board of Insurance Administration on a periodic basis any trends, relevant data from City service areas, changes in the legal environment and/or insurance industry that relates to current or potential risk assumptions by the City.
- 9) Prepare an annual report for the City including a complete accounting of commissions and/or fees earned and a three-year premium and loss record.

## B. Claims

- 1) Monitor current Third Party Administrator (TPA) and conduct quarterly claims review with TPA.
- 2) Review and analyze claims and losses for trends and frequencies and make recommendations for improvements.

- 3) Assist in the reporting of all claims and work with TPA or insurance carrier to assure timely filing and resolution of claims.
- 4) Monitor and investigate all claims and work with the City Attorney to ensure proper claims handling and defense strategies are in place.
- 5) Review loss statements for the City's Worker's Compensation, General Liability, Property and Auto losses. Make recommendations for improvements in processes and procedures.

#### C. Loss Prevention

- 1) Coordinate loss prevention program working with City Safety Manager and other loss control personnel.
- 2) Provide loss control resources to City staff to address specific loss control and prevention projects and activities, upon request of the Contract Administrator,
- 3) Maintain systems and records that provide for proper evaluation, control and documentation of assigned functions in accordance with City record retention policies.

## D. Insurance Brokerage services

- 1) These services include the marketing and placement of property, liability and workers compensation coverage. This includes but is not limited to the items listed below.

<p><b>LIABILITY</b></p> <ul style="list-style-type: none"><li>• Umbrella Liability</li><li>• General Liability</li><li>• Auto Liability, No-Fault Benefits</li><li>• Pollution Legal Liability</li><li>• Law Enforcement Liability</li><li>• Fiduciary Liability</li><li>• Employment Practices Liability</li><li>• Excess Workers' Comp and Employers Liability</li><li>• Public Officials and Employer Practice Liability</li><li>• Faithful Performance</li><li>• Sewer Backup Liability</li><li>• Employee theft and crime</li><li>• Underground Storage Tank</li><li>• Environmental Impairment</li><li>• Rain Insurance</li><li>• Transacting Insurance</li></ul>	<p><b>PROPERTY</b></p> <ul style="list-style-type: none"><li>• Real/Personal Property<ul style="list-style-type: none"><li>◦ Buildings</li><li>◦ Airport</li><li>◦ Contents</li><li>◦ Supplies and Equipment</li><li>◦ Mobile Equipment</li><li>◦ Bridges</li><li>◦ Sewer Lift Stations, Water Pump Stations</li><li>◦ Elevated Water Storage Tanks</li><li>◦ Radio Towers</li><li>◦ Traffic Signal Systems</li><li>◦ Cellular Towers</li><li>◦ Parking Structures</li><li>◦ Power Plant</li><li>◦ Elevators</li><li>◦ Valuable Papers and Records</li><li>◦ Landlords Protective Liability</li><li>◦ Power Interruption</li><li>◦ Radioactive Contamination</li><li>◦ Sprinkler Leakage</li><li>◦ Underground Property Damage</li></ul></li><li>• Builders Risk</li><li>• Information Technology Services</li><li>• Auto Physical Damage<ul style="list-style-type: none"><li>◦ Actual Cash Value</li><li>◦ Replacement Cost for Fire Engines and Fire Emergency Response Vehicles</li></ul></li><li>• Boiler and Machinery</li><li>• Crime</li><li>• War Risk</li><li>• Flood</li><li>• Business Interruption</li></ul>
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## 2) Timetable for Brokerage Services

- Consultant will provide the contract administrator with a detailed list of required data for insurance application submission no later than **November 15, each year**.
- The City will provide responses by **December 15, each year**.
- Consultant will provide the City with firm quotations for all coverage by the following **January 15, each year**.
- The City fully expects to have its insurance program in place no later than **February 28, each year**, for Policy effective dates March 1 – February 28.
- This process will continue annually for the duration of the contract

### Consultant's Proposal

1. Proposals MUST address the provision of services as described in Section II, Scope of Services, and the items listed below. Responses should include supporting documentation where appropriate. Responses need not reflect an identical work plan but should identify ways in which the Consultant would meet the City's needs.
2. Explain how you will become familiar with the City of Ann Arbor, its risk management program, its contractual relationships, and its processes for developing contracts.
3. Explain your experience in providing insurance brokerage and risk management consulting services of a similar nature to the ones outlined in this RFP to other public entities of comparable size and complexity.
4. Describe how insurance companies providing coverage are evaluated for selection (i.e. due diligence procedures) as part of brokerage services.
5. Explain your experience working with insurance carrier(s) to design coverage that meet the needs of public entities similar to the City of Ann Arbor. Your response should include specifics as to resources, models or other design services, market targets, and any other information reflective of your ability to be responsive to insurance coverage objectives unique to municipalities.
6. Explain your experience and ability to identify and/or review new exposures based on developments in the market, make recommendations as to the types, availability and extent of coverages including self-insured retention (SIR) that should be considered, and assist with analysis of insurance or self-

insurance of these exposures, providing the best balance between coverage and cost. Your response should include response time, experience of response team, and any other information reflective of your ability to be responsive to insurance coverage objectives unique to municipalities.

7. Explain your experience and ability to review and analyze all reservation of rights letters and coverage denials from any carrier and in writing recommend action the City should take in response to the carrier.
8. Explain your ability to prepare an annual report for the City of Ann Arbor including but not limited to a complete accounting of premiums and fees paid, losses that have been reported to the excess carriers, and plans for the future handling of the account. Describe your experience providing similar reports, and provide an example, if possible.
9. Describe in general the nature, structure, and flexibility of your recordkeeping system and the services it will provide in connection with preparation of an annual report. Include any procedures you have or will put in place to ensure the security of the records.
10. Describe your response system to inquiries. Describe any other communication tools you have to interact with and educate the Risk Management staff and City Administration and how you would propose to use them. Identify any technological resources and/or innovations available to service the City account.
11. Describe any additional services available through your company, such as actuarial, loss control, program design, counseling, property valuation, claims management, risk management audits, etc. and how the availability of these services can be beneficial to a municipality.
12. Provide a complete description of your organizational structure and experience of key personnel that will be providing services to the City, including professional qualifications, specialization, etc. Include the account executive primarily responsible, his/her assistant who will have daily contact with the City and the person who will manage any other activities. Indicate level of education and professional designations including CPCU, ARM, LIC, etc. Identify whether key personnel are capable of rating GCL and other ISO rated insurance coverage. Please include biographies for all key personnel identified.
13. Describe your overall corporate philosophy and unique strengths in providing insurance coverage to municipalities in the field of insurance management

and risk assessment, including but not limited to your marketing approach for municipalities.

14. Provide a complete overview of any educational programs, including specialized subjects and company-sponsored seminars, conducted by or made available by your company and available to City staff.

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

### **PROPOSAL FORMAT**

Consultants should organize Proposals into the following Sections:

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

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary 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. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

#### B. Past involvement with Similar Projects

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

### C. Proposed Work Plan

Provide a detailed and comprehensive description of how the Consultant intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project(s) will be managed and scheduled, how and when data will be delivered to the City, communication and coordination, the working relationship between the consultant and City staff, and the company's general philosophy in regards to providing the requested services.

Consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

### D. Fee Proposal

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other relevant details. The proposal should highlight key staff and positions that would likely be involved with projects. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

### E. Authorized Negotiator

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

### F. Attachments

Legal Status of Consultant, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

## **PROPOSAL EVALUATION**

All submissions shall be evaluated with the emphasis placed on the submitter's ability to meet the City's requirements, the responsiveness of the submission and the criteria specified below. Submissions will be evaluated through a weighted point system that will include, but will not be limited to, the areas outlined:

1. Responsiveness, quality, completeness, and technical accuracy of submission
2. Professional Qualifications of Broker/Consultant
3. Experience and success with projects of similar size and scope, and ability to execute City requirements

Submitters will be evaluated on the following:

- Demonstrated experience in providing brokerage/consulting services of a similar nature to the ones outlined in this RFP to other public corporations. (10%)
- Proven expertise in the field of public entity risk and insurance management. (10%)
- Demonstrated ability to provide appropriate expert leadership and guidance in addressing public corporation changing insurance needs. (10%)
- Accuracy of the submitter's perception of the City's needs in the area of public entity risk and insurance coverage and the submitter's resources for addressing the City's needs. (10%)
- Evaluation of the adequacy, completeness, suitability, and coherence of the services and programs described in the Proposal. (50%)
- Demonstrated ability to communicate effectively in oral and written form with City administration. (10%)

A Selection Committee comprised of City staff and/or officials will evaluate responses to the RFP. After determination of qualified submitter(s), the committee may decide to schedule interviews. If interviews are conducted, the selected Submitter(s) will have the opportunity during the interview to discuss in more detail their qualifications, their experience, and process/education plan. The committee may proceed without interviewing candidates.

Once the committee determines qualified respondents, it will open fee proposals. Fee proposals will be evaluated in relation to technical completeness. The City reserves the right to accept other than the low fee proposal if evaluation determines that to be in its best interest. Proposals whose costs do not accurately represent a reasonable cost for the services being purchased may be rejected. Fee proposals MUST include disclosure of commissions expected.

In addition, the City retains the right to reject any and all proposals, to waive any specifications and any informality or irregularity and to sit and act as the sole judge of the merit and qualifications of each product and service offered.

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper.

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-Governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or the City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant 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.

## **SECTION IV - ATTACHMENTS**

Attachment A – Minimum Qualifications and Qualification Questionnaire

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

**ATTACHMENT A**  
**MINIMUM QUALIFICATIONS OF CONSULTANT & QUALIFICATION QUESTIONNAIRE**

MINIMUM QUALIFICATIONS OF CONSULTANT

*Respondents to this RFP are required to provide explanatory or illustrative information demonstrating the qualifications listed below.*

1. Licensed in the State of Michigan.
2. Five years of continuous operation in the local area.
3. Five Years of experience in insurance brokerage and risk management consulting with public entities.
4. Annual public entity property and liability premium volume within the State of Michigan in excess of \$5,000,000
5. Key personnel assigned to the City's account. The proposal must include the professional qualifications and experience of at least two (2) non-clerical individuals. Indicate level of education and any professional designations held.
6. Ability to provide loss control and claims management services. If you do not provide these services, but are recommending other firm(s) to provide these services, please support your reason for the recommendation and relationship history.
7. A list of clients (including name of contact, address, phone numbers and description of work performed) for which similar projects have been performed by the key personnel identified above.
8. Ability to recognize and report conditions in the insurance market that are pertinent to the City and suggest alternative risk management and loss control techniques.
9. Ability and commitment to provide continuous professional daily service.

## QUALIFICATION QUESTIONNAIRE

*Respondents to this RFP are required to respond to the following questions. In order to provide the City with the most complete response to the questions possible the Consultant should attach/provide explanatory or illustrative information, where appropriate.*

1. Name of Firm
2. Website Address
3. Servicing Office Address
4. Telephone/Fax Numbers
5. E-mail
6. Organization structure e.g. corporation, partnership, etc.
7. How long has your agency been in the insurance business?
8. Do you maintain an office in Southeastern Michigan (local office)?
9. Number of Licensed Agents within local office
10. Number of Licensed Insurance Counselors
11. Do you have insurance agents/brokers errors and omissions insurance with a minimum limit of \$1,000,000 per occurrence? If you are selected to provide quotation you must provide evidence of this coverage.
12. List your three largest public entity accounts in Michigan, and describe the scope of each relationship. May the City of Ann Arbor contact these accounts?

If so, please list the contact persons and their telephone number: If not, state reason.

13. State your annual public entity property and liability premium volume within the State of Michigan in 2014, 2015, and 2016:

---

**Name and Title of individual  
completing this questionnaire**

---

**Signature**

---

**Phone**

---

**Date Signed**

**ATTACHMENT B  
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

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.

\_\_\_\_\_, Date: \_\_\_\_\_,  
Signature

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_







**ATTACHMENT E**

<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

**ATTACHMENT F**  
**CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www.a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017

**\$12.93** per hour

If the employer provides health care benefits\*

**\$14.43** 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  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**

**APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT**

*If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:*

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

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and \_\_\_\_\_

(“Contractor”) a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

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

The Contractor agrees to provide 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 and delivered to City by Contractor under this Agreement

Project means \_\_\_\_\_.  
Project name

**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 Article XI.

**III. SERVICES**

A. The Contractor agrees to provide \_\_\_\_\_  
type of service

("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 quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor 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 Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) 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. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor 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 Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor 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 act(s) or omission(s) giving rise to the claim

were made by the Contractor, 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 satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor 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, Contractor 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 Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 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. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor 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.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor 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 Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

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

**X. ASSIGNMENT**

- A. The Contractor 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, Contractor 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 Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**XI. 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. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- 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 Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

- C. Contractor 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

### **XIII. 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

\_\_\_\_\_  
(insert name of Administering Service Area Administrator)

301 E. Huron St.  
Ann Arbor, Michigan 48103

### **XIV. CHOICE OF LAW AND FORUM**

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

### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor 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 Contractor 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 Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor 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.

#### **XV. CONFLICTS OF INTEREST OR REPRESENTATION**

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

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

#### **XVII. 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.

#### **XVIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

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

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor  
By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

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

**Approved as to form and content**

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

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**

## **EXHIBIT B COMPENSATION**

### General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

**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.

A. The Contractor shall have insurance that meets 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. 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 A.3 above 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. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. 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. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. 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.