

# REQUEST FOR PROPOSAL

**RFP # 21-13**

## **Contract Lifecycle Management**

City of Ann Arbor  
Information Technology



**Due Date: April 13, 2021 by 2:00 p.m. (local time)**

Issued By:

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

# TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION.....	3
SECTION II: SCOPE OF SERVICES.....	9
SECTION III: MINIMUM INFORMATION REQUIRED .....	12
SECTION IV: ATTACHMENTS .....	15
APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT	

## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor is seeking a software solution for Contract Lifecycle Management. The City's goal is to acquire a software solution that meets the project needs outlined below. Interested companies are encouraged to provide a detailed project plan outlining the approach and services that may be offered to the City for this endeavor.

The submittal of a proposal does not guarantee an award of a contract.

### **B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS**

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 March 19, 2021 by 4:00 p.m. (local time)**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Jake Chase, Lead Applications Specialist - JChase@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

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

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the 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

prospective offeror. An official authorized to bind the offeror 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 offeror'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 proposals, 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 offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of May 3, 2021**. Offeror 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 proposal 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 on or before April 13, 2021 by 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
- one (1) digital copy of the proposal preferably on a USB/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# 21-13 – Contract Lifecycle Management”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:  
City of Ann Arbor  
c/o Customer Service (RFP)  
301 East Huron Street  
Ann Arbor, MI 48104

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 bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is available to the public at all hours. The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

**A proposal may be disqualified if the following required forms are not included with the proposal:**

- **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**

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

***Please provide the forms outlined above (Attachments C, D and E) within your narrative proposal, not within the separately sealed Fee Proposal envelope.***

***All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope 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 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 offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

## **I. NONDISCRIMINATION**

All offerors 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 C 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 offeror 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 offeror 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 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 offeror 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, offeror 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 offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

## **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>
Written Question Deadline	March 19, 2021 by 4:00 p.m.
Addenda Published (if needed)	Week of March 22, 2021
Proposal Due Date	April 13, 2021 by 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of May 3, 2021
Selection/Negotiations	June/July 2021

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

**P. IRS FORM W-9**

The selected offeror 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 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 offerors.
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.

**R. ENVIRONMENTAL COMMITMENT**

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

## **SECTION II - SCOPE OF SERVICES**

### 1. Background

The City of Ann Arbor is seeking a software solution for Contract Lifecycle Management that meets the project needs outlined below.

Interested companies are encouraged to provide a detailed project plan outlining the approach and services that may be offered to the City for this endeavor. The City may potentially need to spread payment for the chosen solution over multiple fiscal years.

The submittal of a proposal does not guarantee an award of a contract.

### 2. Objective

Research and implement an enterprise-wide contract lifecycle management solution.

### 3. Requirements

#### **1. Business Problems or Opportunities**

- Re-examine the City's legacy Contract Management process and make appropriate changes utilizing current resources and technology.
- The current contract lifecycle management process lacks governance and consistency.
- Risk management (PII, Insurance, etc) is cumbersome and costly.
- Contract documents are difficult to find and piece together from various amendments and iterations.
- Too much time is spent on contracts.
- There is limited integration with other systems (Legistar/Logos/OnBase).
- Users do not always receive all deliverables outlined in contracts.

#### **2. Current State**

- Steps for each contract (per the Contract Administration Step-by-Step Guide and APP 109 – Attachment A herein)
  1. Follow proper procurement method in selecting a contractor.
  2. Submit contractor's insurance information to City Attorney Office for uploading and review in myCOI.
  3. Prepare and submit draft contract for legal review. All contracts are then reviewed by an attorney.
  4. Prepare and submit: Resolution (if applicable) in Legistar or City Administrator's Memo.
  5. Contract execution/routing.
  6. Ongoing contract administration.
- The City has ~120 contract administrators.
- Contracts are individually managed by contract administrators.
- Each unit is unique in how they manage contracts.

- All contracts are not available in one location – contracts are stored by each contract administrator and may be stored in one or more of the following: Clerk’s Office, OnBase, Legistar, Logos, File Shares, CityLaw or paper.
- Documents and data are duplicated in many locations.
- Departments use different processes to create and manage contracts.
- Several different software solutions are involved in a contract’s lifecycle: myCOI for insurance, Legistar for City Council approval; Logos for payment/accounting, OnBase for routing most contracts for signature and storage, CityLaw for the City Attorney’s document management, and the service units store many contracts in separate systems for records retention purposes.

### **3. Expected Benefits**

- Solution will be simple to use and guide users through the process.
- Consistent tool set for managing and delivering all deliverables as part of the lifecycle.
- Less attorney time spent on risk management and review.
- Streamlined creation of required supporting contract documents.
- A reduction in time spent on contracts throughout the City.
- Easier to retrieve all contract documents.
- Better visibility into related contracts to streamline the management of a project.

### **4. Customer Needs and Project Requirements (Business, User, System, Functional)**

- Must provide a simple and easy to use solution for contract administrators and guide them through the process from creation of the formal solicitation/quote, to generation of the contract (and associated documentation).
- Must have customer and vendor support during City’s regular business hours.
- Must manage the entire contract lifecycle including, procurement or formal solicitation, insurance/bond review/compliance, contract creation/review/execution, contract approval (e.g., resolution approval/Legistar), contract management and closeout.
- Solution must be simple and intuitive.
- Streamline risk management – will check for correct insurance requirements and assess risks for HIPAA, personally identifiable information, potential liability, credit card information, social security numbers, etc., based on City’s standards and insurance matrix.
- Group by project – must be able to tie contracts (including amendments, renewals, etc.) and other documents related to a larger project together.
- Insurance requirements must be identified at the first stage of procurement using our insurance matrix.
- Software must review outside contracts and notify legal for non-standard terms.
- Software must create the resolution and other required documents.
- Integrations with Legistar and Logos will be required.
- Need an option to search council authorizations in Legistar in order to see contracts associated with a specific action.

- Electronic workflow capabilities for managing the contract lifecycle.
- The ability to see any changes to a contract easily after it was sent for review.
- Document version control and version history, as well as a notification of changes to the City Attorney's office and anyone else involved.
- Reminders for deliverables and renewals, as well as verification that all deliverables were delivered. It's important that we receive the services for which we pay.
- Permissions can be assigned to grant user groups access to all contracts for which they are responsible.
- View the current state of the contract, including any amendments or changes in language.
- Must operate as the central storage location or integrate with an existing central storage location for contracts and related documents.
- Electronic signatures for both City staff and vendors are required.
- Must be able to see where a contract is in the process at any given moment.
- Contracts and related documents should be secure and confidential.
- Software must manage standard City template contracts
- Standard operating procedures and defined responsibilities are required.
- Track and initiate updates with vendors for required procurement forms, such as living wage and conflict of interest, which are forms that are required to be provided at contract execution and thereafter annually.
- Generate scope of services during contract creation to identify who is responsible for which deliverable.
- Ability to handle contract management during the term of the agreement including: delegate the control of deliverables with the ability to report up to the primary contract administrator; contract closure and punch list tracking, warranty inspection tracking and scheduling.
- Software must handle 3<sup>rd</sup> party (contractor/vendor) contract templates.
- Software must be able to handle non-standard processes (e.g., State or Federal government execution processes, review of contracts that are not created in the system).

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

### **PROPOSAL FORMAT**

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Meets Requirements
- D. Proposed Work Plan
- E. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- F. Authorized Negotiator
- G. 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 – 15 points

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. 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 – 15 points

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. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

#### C. Meets Requirements – 30 points

Provide a detailed description indicating how your product meets each requirement listed in the RFP.

#### D. Proposed Work Plan – 20 points

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

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

#### E. Fee Proposal - 20 points

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. Offerors 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.

#### F. 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

#### G. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form should be 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 through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

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

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

## **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. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding 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 offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror 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 – Contract Administration Step-by-Step Guide and APP 109

Attachment B - Legal Status of Offeror

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**

**CONTRACT ADMINISTRATION STEP-BY-STEP GUIDE AND APP 109**

[APP 109](#) governs contract administration. Every contract administrator must understand and comply with [APP 109](#).

## CONTRACT ADMINISTRATION – STEPS

[Step 1: Follow Proper Procurement Method in Selecting Contractor](#)

[Step 2: Submit Contractor's Insurance Information \(myCOI\) to Attorney's Office ASAP](#)

[Step 3: Prepare and Submit Draft Contract for Legal Review](#)

[Step 4: Prepare and Submit: Resolution \(if applicable\) in Legistar or City Admin. Memo](#)

[Step 5: Contract Execution/Routing](#)

[Step 6: Ongoing Contract Administration](#)

[PROCUREMENT OVERVIEW](#)

[PROCUREMENT CHECKLIST](#)

[PROCUREMENT  
ORDINANCES AND  
POLICIES/PROCEDURES](#)

[COMMON PROCUREMENT  
TERMINOLOGY](#)

## STEP 1 – PROCUREMENT

### Procurement Overview

For a contract or purchase to be approved/allowed, you must comply with the applicable procurement requirements *before* you make the purchase or submit a contract for approval.

### Procurement Checklist

**1: Contact Purchasing Agent.** The City’s Purchasing Agent, Colin Spencer ([cspencer@a2gov.org](mailto:cspencer@a2gov.org)), will advise you on what procurement method is required. Procurement’s A2Central page is [here](#) and its A2gov page is [here](#).

**2: Comply with Purchasing Requirements.** See [Purchasing Guide Matrix](#) for an idea of what is required. Some examples include obtaining three quotes for the goods/services from different vendors/contractors, issuing a request for proposal (“RFP”) or invitation to bid (“ITB”), etc.

**3: Get the City Attorney’s Input If Appropriate.** If you are purchasing services or goods that pose unique risks (i.e., chemicals, pesticides, guns, services where the provider will have access to personal information, etc.), consult legal prior to issuance of the quote/formal solicitation to ensure proper insurance requirements are included.

**4: Address Key Issues in Quotes/Formal Solicitations.** Properly draft the scope of services/specs, desired contract term/duration, required insurance, required renewal options, desired guarantees, etc.

**5: Ensure Sufficient Funds are Budgeted for Purchase.**

**6: Provide Key Documents to Open Purchase Order.** Purchasing requires a purchase order to process payment to a contractor. To create a purchase order, you must provide the required forms noted on the [Purchasing Guide matrix](#) such as the living wage declaration, conflict of interest, etc. Note: purchasing *may* already have some of these forms if you issued an RFP/ITB. Also, provide a fully executed copy of the contract together with any City Council resolution from Legistar that notes the resolution passage information.

## Procurement Ordinances and Policies/Procedures

[Chapter 14](#), City Charter (“Contracts”)

[Chapter 14](#), City Code (“Purchasing, Contracting and Selling Procedure”)

[Chapter 23](#), City Code (“Living Wage Requirements in City Contracts and Grants”)

[Chapter 112](#), City Code (“City Non-Discrimination Requirements for City Contractors”)

### Administrative Policies and Procedures

- Sale of Surplus Property – [APP 203](#)
- Purchases of goods and services - [APP 204](#)
- Non-Discrimination by City Contractors - [APP 206](#)
- Procurement Standards for Federally Funded Contracts – [APP 207](#)
- Environmentally Preferable Procurement – [APP 208](#)

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### COMMON EXCEPTIONS TO COMPETITIVE BIDDING

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**Exceptions to Competitive Bidding.** Consult with Purchasing Agent. Some contracts may be excepted from competitive bidding if the vendor/contractor is a best source or sole source, or the purchase is an emergency. Emergency purchases are governed by Chapter 14, [Section 1:317](#) of the City Code and [APP 204](#). Other exceptions to competitive bidding are listed in Chapter 14, [Section 1:316](#) and [APP 204](#) (4.4).

## Common Procurement Terminology

**Contractor:** any person having a contract with the City.

**Quote:** an informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of "sealed" bids. Used only where Ordinance does not require formal "sealed" bids, such as small emergency purchases, or under \$25k in value but price competition is desired.

- **Verbal Quotes** – compile on [quote form](#).
- **Written Quotes** – contact purchasing agent for proper forms.

**Formal Solicitation:** the process of obtaining sealed bids (in the case of invitations to bid) or sealed proposals (in the case of requests for proposals). Required for most purchases over \$25,000.

**Invitation to Bid or ITB:** a formal request to prospective contractors/vendors soliciting bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions. Typically provided in “sealed bids.”

**Request for Proposal or RFP:** means a formal solicitation method used when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor/consultant in addition to price (e.g., professional services). Typically provided in “sealed bids.”

**Purchase Order** – City-issued order that commits City funds for a specific purchase. Also referred to as a “PO.” Contains certain terms and conditions that can serve as the City’s contract with a vendor.

[myCOI Overview](#)

[myCOI Steps](#)

[myCOI Tips](#)

## STEP 2 – MYCOI

### myCOI Overview

Most City contracts require contractors to carry adequate insurance. [myCOI](#) is the third-party that the City uses to review and track our contractors' proof of insurance. myCOI generally works directly with the contractor's insurance agent to obtain proper proof of insurance: 1) before the contract is executed; and 2) throughout the agreement's term. Contact the attorney's office to get access to myCOI if you do not already have an account.

### myCOI Steps

**Step 1: Start Early.** As soon as you know who the contractor/vendor will be, start the myCOI process. You cannot route your contract for signature until myCOI deems the assignment "compliant". For some vendors, this can take weeks to accomplish. Submit the required information (see Step 2 below) to the City Attorney's Office ASAP. **If possible, do this before you submit the contract to the attorney's office for review and/or before you submit your contract to Legistar.**

**Step 2: Gather Information from Contractor and Submit to City Attorney's Office.** You must submit the following to the City Attorney's Office for a myCOI assignment to be opened (use this [sample email](#) to request the necessary information from the contractor):

- Contractor's point of contact for insurance matters;
- Provide the Contractor's Certificate(s) of Insurance ("COI") (sample [here](#)):
  - ***For all required policies*** (e.g., professional liability policies are often on a COI that is separate from the commercial general liability); and
  - ***With the insurance agent's email address listed.*** Click for an image of [where to find this on the COI](#) (PDF).
- Identify which City contract template will be used (e.g., PSA, GSA, or Construction), if known. See "[Which City Template to Use](#)" below for help. If legal approves use of a non-city template, consult with legal re: insurance requirements.
- Ensure the insured's name on the COI matches the contractor's name on the contract. If there is a discrepancy, see [Common Mistakes](#) for how to confirm correct name.
- While gathering the myCOI information, you may also want to request any other necessary forms for Procurement (W9 & documents in Step 6, [Procurement Checklist](#)).

#### Submitting myCOI information to the City Attorney's Office

- For Public Services (service area), Fleet and Facilities (unit), & Sustainability (unit) – send to Name and email withheld.
- All other service areas and units – send to name and email withheld.

**Step 3: Ensure myCOI Assignment Is Compliant before You Route the Contract for Execution.** Contract Administrators are responsible for monitoring the [myCOI](#) assignment's status in myCOI to ensure the workflow is progressing/the vendor's insurance agent is responding; and that the vendor is deemed "compliant" prior to routing the contract for signature. This PDF calls out [where this information is on the assignment's main screen](#) (PDF).

**Step 4: Monitor Compliance.** Contract Administrators are responsible to ensure that vendors not only obtain proper insurance prior to contract executions — they are also responsible to ensure vendors maintain proper insurance during the life of the contract. Weekly compliance reports are mailed to contract administrators who have opted in to receive them. If a vendor's insurance is cancelled or lapses, this information will be in that report and in the myCOI system. Email the vendor to demand that they provide compliant proof of insurance to myCOI; if they fail to do that, consult with the City Attorney re: next steps.

**Step 5: Close the Assignment.** Email the City Attorney's Office when an assignment should be closed/the vendor is no longer required to provide insurance information. *See* CAO emails (below).

## myCOI Tips

- **Use Google Chrome.** myCOI's website does not load properly in Internet Explorer.
- **Start Early.** The earlier you submit your contract and myCOI information, the more likely your vendor will be deemed compliant by the time your contract is ready to be routed.
- **myCOI Account.** You should have an account at myCOI, which you can [access here](#). If you are having difficulty accessing your account, call myCOI at 1-888-692-6448 (ext. 105) or email them at [support@mycoitracking.com](mailto:support@mycoitracking.com). If you are new and need to request myCOI account credentials, email the CAO (emails below).
- **Avoid Being a Go-Between.** Try to avoid situations where the vendor/insured and the City are getting brought into the process — the vendor's insurance agent should respond to myCOI directly. If the vendor objects to certain insurance requirements and wants a waiver, the vendor's insurance agent should request the same through myCOI.
- **Know Where to Get Help.** You can find numerous tutorials on myCOI via the "Help" link. If you are having difficulty with the myCOI system, contact them at 1-888-692-6448 (ext. 105) or email them at [support@mycoitracking.com](mailto:support@mycoitracking.com).
- **Is Your Vendor Already in the myCOI System?** Is the vendor already in the myCOI system? If so, confirm with the vendor who should be the point person for the vendor for myCOI/insurance issues related to all the vendor's contracts with the City — **they can only have one point of contact**. Click for information on [how to determine the vendor's point of contact](#) (PDF).
- **How to Upload a COI?** Your vendor may send you a certificate of insurance and ask you to upload it. You can either forward that COI to [certificates@mycoitracking.com](mailto:certificates@mycoitracking.com) or upload directly to the website (*see* this tutorial on [how to upload a COI](#) (PDF)). Note: some PDFs are secure and can be difficult to upload. Consider printing, scanning, and uploading as a work-around.
- **Responding to Issues.** If a vendor's insurance agent is not responding to myCOI's requests, Contract Administrators should ask the vendor to push his/her agent to respond. You can share a screenshot of the "Agent Notes" with the vendor (which are viewable in myCOI by clicking on the Vendor's name and scrolling to the bottom of the screen). You can also download and share a copy of the "Sample Certificate" with the vendor to show it or its agent what the COI *should* look like. If the vendor objects to certain insurance requirements, his/her insurance agent may request a waiver/override of the requirement through myCOI — do not ask the City Attorney's office directly for overrides (it slows down the process).
- **How myCOI communicates.** myCOI will send all notices first to the insurance agent (if there is one on file) and if they do not get a response, they will then send notices to the vendor. A more in-depth guide regarding myCOI's communication process is available [here](#).

[OVERVIEW](#)

[INITIAL CONTRACT DRAFT](#)

[SUBMISSION TO LEGAL](#)

## STEP 3 – PREPARE AND SUBMIT DRAFT CONTRACT FOR LEGAL REVIEW

### Overview

Contract Administrators are required to:

- Prepare the initial draft of the contract on the correct City template (or obtain the City Attorney’s permission to use a contractor form);
- Ensure legal reviews and signs off on the contract *before* routing for signatures;
- Draft applicable authorizing resolution or City Administrator memo; and
- If applicable, timely submit contract and resolution in Legistar.

### Initial Contract Draft

- City Template or Contractor Form?
  - Legal may reject contractor’s form and require City template.
  - Legal generally accepts state and federal forms and some forms related to intellectual property (e.g., software contracts) or insurance. Legal review of those forms is still required.
  - Current City templates available [here](#).
- Which City Template to Use?
  - **PSA** (Professional Services Agreement) - when contractor is a member of a “recognized profession” (e.g., appraisers, architects, auditors, consultants, engineers, software developers, designers, lawyers, medical services, etc.). Someone who uses extended analysis, exercises discretion/independent judgment, and has completed advanced training. There are three types of PSAs:
    - **PSA No Auto AI** – Appropriate when driving is not integral to the service.
    - **PSA Auto AI** – Appropriate when driving is integral to the contractor’s service (e.g., to a location that is not the City or Contractor’s place of business). For example, inspection services.
    - **Low Risk PSA** – Request template (and approval to use template) from legal. Appropriate for consultants, actuaries, lawyers, etc., where the work does not pose a risk to City property or threat of personal injury to another.
  - **GSA** (General Services Agreement) – when services follow an established or standardized procedure and independent judgement is not really exercised.

Examples include: cleaning services, lawn mowing, vending machines, banking services, debris removal, uniform rental, snow removal, etc.

- **General Terms and Conditions** (attached to Purchase Orders) – the [Terms and Conditions](#) that are attached to every purchase order are a form of a contract. Best for non-specialized or routine goods; disfavored for purchases of services. Consult with legal if: Over \$25,000; or Purchase of specialized good (e.g., chemical, Taser, gun, etc.).
- **Construction Agreement** - Contractor is constructing, altering, or replacing a public improvement.
- Common Mistakes on City Templates:
  - Failure to fill in all blanks;
  - Failure to attach Exhibit A (Scope of Services) or Exhibit B (Compensation);
  - Failure to use Contractor’s correct name (check [Legal Status of Bidder/Offeror](#) form (included with RFP/ITB response), [LARA](#), and/or conduct a business entity search in the state where business is organized, to determine contractor’s correct legal name);
  - Failure to reference RFP or ITB number in contract’s title or project definition;
  - Failure to include provisions from RFP or ITB (e.g., the correct contract duration, allowed renewals, guarantees, etc.);
  - Unclear scope of services – proper scopes should include proper terms (e.g., “Contractor” and “City”), describe the *who, what, when, where, how*, and be free of the passive voice (e.g., “Contractor shall provide monthly reports to the Contract Administrator on the 5<sup>th</sup> of each month on a City-approved form” not “Monthly reports will be provided”).
- Common Mistakes on Contractor’s Forms:
  - Failure of Contract Administrator to read the form;
  - Incorrectly names City (all agreements must be in the name of “the City of Ann Arbor”, not individual departments);
  - Failure to include [required signature lines](#) (this is the most common mistake);
  - Ignoring fine print on vendor’s quote (e.g., “This sale is subject to Vendor’s terms and conditions available here...”)

## Submission to Legal

- Submit legal request in accordance with Unit procedures;
- Include **ALL** relevant documents. *See* Contract Submission Checklist [available here](#).
- Allow sufficient time for review and negotiation. In negotiations, contract admins shall:
  - Ensure agreement finalized by applicable deadlines; and
  - [APP 109](#) complied with in respect to negotiations, metadata, attorney communications, etc.
  - NEVER forward/share communications from City Attorney's office unless instructed to do so.
  - NEVER share documents provided by City Legal unless specifically authorized (meta-data).
  - Direct outside attorneys to legal immediately; do not talk to them.

### **QUESTION: CAN I SUBMIT A LEGAL REQUEST SIMPLY THROUGH LEGISTAR?**

**ANSWER: YES, BUT...** you may have problems. Typical problems include: 1) the myCOI assignment is not opened timely; 2) the contract requires negotiation or editing that goes well beyond the Legistar deadlines; 3) the assignment is not assigned to the proper attorney and may not be attended to timely; 4) there are breakdowns in communication that render your resolution or contract flawed.

Contract administrators should be aware of these issues when submitting contracts for legal review through Legistar and manage the process (and communications) to avoid such problems.

# STEP 4 – APPROVAL REQUIREMENTS

## Overview

- If the contract\* is over \$25,000, City Council approval/a resolution is required.
- If the contract is for \$25,000 or less, draft a memo to the City Administrator is required.

\*Contract means the “total legal obligation”. What is the total amount the City **must** pay under the contract? If it’s over \$25,000, City Council approval is required.

## Contracts - \$25,000 or less

Prepare a memo to the City Administrator (to attach when you route the contract) to address:

- What is the City buying?
- Why does the City need it?
- How is the City paying for it?

## Contracts – Over \$25,000

- Draft the authorizing resolution
  - See the [Resolution Drafting Guide](#); and
  - See [APP 107](#) for policies related to resolution drafting.
- Upload the resolution to Legistar:
  - By the Attorney Review deadline on the [Council Agenda Schedule](#);
  - In accordance with Legistar Drafter Procedures (see [manual here](#));
  - Attach the proposed, final contract; and
  - Attach a document (to be viewable non-publicly) to address [Resolution 18-2026](#).

## The \$25,000 Threshold in Practice

- If the contract was for \$25,000 exactly, but you spend 1 cent extra, the additional amount (and the corresponding contract) needs Council approval. If it is possible you will spend more than \$25,000 under the contract, get Council approval at the outset.
- If your contract was approved by Council but you spend 1 cent more than what was authorized, you must go back to Council. Ensure resolution provides for contingencies, renewals, etc.

# STEP 5 – CONTRACT EXECUTION/ROUTING

## Before Routing the Contract for City Signatures:

- Contractor must sign first;
- Ensure insurance is “compliant” in myCOI;
- Prepare the Contract Routing Form (link [here](#));
- Attach approved resolution or memo to City Administrator; and
- Include any required bonds.

## Routing Process – Non-OnBase

If the Contract Administrator’s unit has not transitioned to OnBase or if the contract requires inked signatures, he/she shall:

- Route the contract packet to ensure all required signatures are obtained.
- Provide a fully-executed copy to the City Clerk, the contractor, and legal;
- Save a fully-executed copy in the Service Unit’s files in accordance with the applicable records retention schedule (see schedules [here](#)).

## Routing Process – OnBase

- OnBase is a Software as a service (SAAS) where digital signatures/routing will replace the current routing process. See tutorials [here](#).
- All units should be transitioned to using OnBase by 2020.
- Above process will stay the same EXCEPT:
  - Contract routing forms no longer required;
  - No need to provide copies of fully-executed contracts to the clerk and legal (but provide one to the contractor);
  - No need to save fully-executed contract in a separate file; and
  - OnBase file will house all contracts.

## Signature Requirements

Order	Signatory	Contract (\$25,000 or less)	Contract (more than \$25,000)
1	Contractor	Yes	Yes
2	Service Area Admin.	Yes	Yes
3	City Attorney	Yes	Yes
4	City Administrator	Yes	Yes
5	Mayor	No	Yes
6	City Clerk	No	Yes

## Sample Signature Blocks

### FOR THE CITY OF ANN ARBOR

By \_\_\_\_\_

Christopher Taylor, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

DATE: \_\_\_\_\_

By \_\_\_\_\_

Tom Crawford, Interim City Administrator

DATE: \_\_\_\_\_

### Approved as to substance

\_\_\_\_\_

Service Area Administrator Name, Title

### Approved as to form and content

\_\_\_\_\_

Stephen K. Postema, City Attorney

# STEP 6 – ONGOING CONTRACT ADMINISTRATION

## Review Invoices and Deliverables

- Ensure the City gets what it pays for.
- If breach is a concern, involve the City Attorney's Office ASAP.

## Track contract expirations, renewals, etc.

## Ensure Budget Accounts for Ongoing Contracts

## Track Insurance Compliance

- Notify the City Attorney's Office when myCOI assignments should be closed;
- Address any finalized, non-compliant issue;
- Stop work, when appropriate, when policy expires or is cancelled.

# City of Ann Arbor Purchasing Guide

Colin Spencer, Purchasing Manager, 734-794-6500, cspencer@a2gov.org

	Commodity Type	Required Method of Procurement			Required Forms			Council Resolution	Comments	
		P-Card	Three Quotes*	Formal Solicitation (ITB, RFP) or Existing Use*	Conflict of Interest (CI)	Living Wage (LW)	Non-Discrimination (ND)			
<b>Value of Single Purchase/PO</b>	\$0-\$3k	Goods and/or Simple Services	Recommended						Users are encouraged to find best value. Retain receipts and Sales Tax should NOT be charged to P-Card.	
	\$3k - \$10k	Goods and/or Services		Required		Required			Three quotes may be <u>Verbal</u> , document verbal quotes on City Quote Form	
	\$10,000 - \$25,000	Goods		Required		Required			Three quotes must be <u>Written</u> , documented by Vendor and/or City Quote Form	
		Services		Required		Required	Required		Three quotes must be <u>Written</u> , documented by Vendor and/or City Quote Form	
		Goods and Services		Required		Required	Required		Three quotes must be <u>Written</u> , documented by Vendor and/or City Quote Form	
	\$25,000 and Above	Goods			Required	Required		Required	Required	City issued Formal Solicitation (ITB/RFP) or Competitive Existing Use (Piggyback) Required
		Services			Required	Required	Required	Required	Required	City issued Formal Solicitation (ITB/RFP) or Competitive Existing Use (Piggyback) Required
		Goods and Services			Required	Required	Required	Required	Required	City issued Formal Solicitation (ITB/RFP) or Competitive Existing Use (Piggyback) Required

\*Sole Source or Best Source Form may be used at any value but Required Forms and Council Resolution will apply.

4/2017

Exemptions may apply. Please contact Purchasing for guidance on construction/public improvements, use of federal funds and with any questions.

## Contract Submission Checklist – Goods/Services

Please note that the office prefers hyperlinks to documents as opposed to PDF attachments, if available. If you need to send an electronic document that is 25MB or larger, contact our office to arrange delivery.

### REQUEST INFORMATION

<b>Requestor:</b> _____	<b>Service Area/Unit:</b> _____
<b>Phone:</b> _____	<b>Contract Name:</b> _____
<b>Contractor’s Legal Name</b> _____	<b>Total Price</b> _____
<b>Start &amp; End Date:</b> _____	<b>Renewal Option?</b> _____
<b>Vendor’s Point Person for Insurance</b> _____	<b>Point Person’s Email</b> _____

### CONTRACT FORM AND TYPE

Y N

- Ques. 1:** Did you use a City Form contract?
- If yes to #1, did you use the most current form from the City’s Procurement Website? **YOU MUST USE THE CURRENT FORM.** Most forms available at: <https://departments/Finance/Pages/Procurement.aspx>
- Ques. 2:** Have you attached a copy of the draft resolution (or memo for contracts \$25,000 or less)? **RESOLUTIONS ARE REQUIRED FOR LEGISTAR APPROVAL AND THE CITY ADMINISTRATOR REQUIRES A MEMO FOR OTHERS.**
- Ques. 3:** Have you attached the contract and all relevant exhibits, attachments, etc. with this form? **PLEASE ATTACH.**
- Ques. 4:** Check the type of contract this is:  New Contract;  Renewal Contract;  Amendment/Addendum
- If you checked, Renewal or Amendment/Addendum, have you attached a copy of the **original fully-executed** contract and copies of any/all **previous fully-executed** amendments? **PLEASE ATTACH.**
- If you checked Renewals/Amendments, have you given relevant Legistar resolution numbers for all approvals of original contract/previous amendments here: \_\_\_\_\_

### PROCUREMENT

**Ques. 5:** What method of procurement was used?  RFP  ITB  Sole/Best Source  Piggyback/Cooperative  Quote; For sole/best source, attach approval. For RFP/ITB, give RFP/ITB Number: \_\_\_\_\_

Y N

- Ques. 6:** Have you attached a link to the relevant procurement document (sole/best source approval) or, in the case of an RFP/ITB, provided the RFP/ITB number above? **PLEASE PROVIDE.**

### FUNDING

Y N

- Ques. 7:** Will the City use any federal, state, or grant funds for this contract? If Yes, provide grant documents.

### INSURANCE

Y N

- Ques. 8:** Is this contractor in the myCOI system? If Yes, you must confirm with the contractor that the insurance contact person is correct (the contractor can only have ONE point of contact for ALL contracts with the City). If No, find out who the point of contact should be. Provide necessary information above.
- Ques. 9** Have you provided a Certificate of Insurance **with the insurance agent’s email**? This is not required but will help the process move forward. Note: you may be required to register the contractor and upload a COI if you fail to provide this at submission.



**CONTRACT ROUTING FORM**

**\*\*NOTE: CITY ATTORNEY MUST REVIEW CONTRACTS BEFORE SUBMISSION TO CITY COUNCIL**

SUBMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SERVICE AREA/UNIT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

\_\_\_\_\_

CONTRACT TYPE:

SERVICES

MATERIALS/CONSTRUCTION

CHANGE ORDER/AMENDMENT

CHANGE AMOUNT: \$ \_\_\_\_\_

OTHER:

CONTRACT AMOUNT: \$ \_\_\_\_\_

DATE CONTRACT EXPIRES: \_\_\_\_\_

RESOLUTION REQUIRED:  YES NUMBER: \_\_\_\_\_

NO PROJECT MEMO ATTACHED

**SIGNATURES: PLEASE MARK PAGES**

(IN ORDER)

	REQUIRED	SIGNED	DATE SIGNED
CONTRACTOR	<input type="checkbox"/>	<input type="checkbox"/>	_____
SERVICE AREA	<input type="checkbox"/>	<input type="checkbox"/>	_____
CITY ATTORNEY	<input type="checkbox"/>	<input type="checkbox"/>	_____
CITY ADMINISTRATOR	<input type="checkbox"/>	<input type="checkbox"/>	_____
MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	_____
CITY CLERK	<input type="checkbox"/>	<input type="checkbox"/>	_____

RETURN CONTRACT TO: \_\_\_\_\_ PHONE: \_\_\_\_\_



The Contract Documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the Contract Documents, the requirement(s) of the document listed first above shall prevail over any conflicting requirement(s) of a document listed later.

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 compensation 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- 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.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

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

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B The total fee to be paid the Contractor for the Services shall not exceed

\_\_\_\_\_ (\$\_\_\_\_\_). 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 Article 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 from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 Agreement; 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. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be 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. WAGE REQUIREMENTS**

Under this Agreement, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Agreement and the Ann Arbor City Code of Ordinance are silent as to definitions of terms required in determining compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

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.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this Agreement.

### **VIII. NON-DISCRIMINATION**

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 Title IX 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.

### **IX. REPRESENTATIONS AND 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 licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.

- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid 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 person or firm to submit or not to submit a bid for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

## **X. 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.

## **XI. 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.

## **XII. 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 IX 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.

## **XIII. 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



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.

## **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 Exhibits A, B, and C, and the other Contract Documents, 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.

## **XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

## **XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CONTRACTOR**

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

Its \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 20\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

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

This \_\_\_ day of \_\_\_\_\_, 20\_\_\_

**Approved as to substance**

By \_\_\_\_\_  
Tom Crawford, 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**

From the earlier of the Effective Date or the Commencement 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 and required endorsements shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. 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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 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 Project General Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 Completed Operations Aggregate, which, notwithstanding anything to the contrary herein, shall be maintained for three years from the date the Project is completed.

3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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.
4. 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.2 and 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 for any insurance listed herein.
  
- 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 and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may 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. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.



- 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- 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.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### **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 Article 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, etc.) 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 from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; 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. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be 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-authorized 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 (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. 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 person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

**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 below 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:



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 Exhibits A, B, and C, 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.

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The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

#### **XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CONTRACTOR**

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

Its

Date: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

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

Date: \_\_\_\_\_

**Approved as to substance**

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

\_\_\_\_\_  
Tom Crawford, City 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**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- 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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that 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 Project General Aggregate  
\$1,000,000 Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 and A.4 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 for any insurance listed herein.
- 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 and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may 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. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

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

**The following General Terms and Conditions shall apply to all purchases by or on behalf of the City of Ann Arbor unless specifically provided otherwise on the front of this Document:**

**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 withheld. 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.



## Vendor Conflict of Interest Disclosure Form

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:

Conflict of Interest Disclosure*	
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.

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:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, [procurement@a2gov.org](mailto:procurement@a2gov.org)

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees\_\_*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

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

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address







# QUOTATION FORM

Purchases \$3,000 to \$25,000

## VENDOR INFORMATION

VENDOR				
CONTACT				
PHONE				

## PRODUCT INFORMATION

DESCRIPTION (Include Manufacturer)	MODEL NUMBER	QTY.	UNIT PRICE	TOTAL						

## DEPARTMENT INFORMATION

F.O.B				
TERMS				
DISCOUNTS				

**COMMENTS AND EXCEPTIONS:**  
(If lowest quote was not selected provide explanation)

**DEPARTMENT**

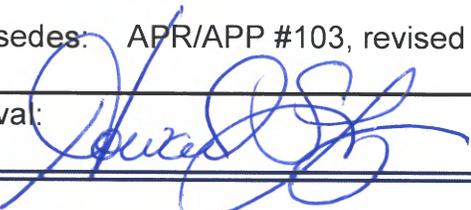
**DEPARTMENT CONTACT/PHONE/EMAIL**

**DATE**

**RECOMMENDED VENDOR**



## Administrative Policies and Procedures

Policy Title: Submissions for Council Agenda	Policy Number: 107
Effective: 3/19	
Supersedes: APR/APP #103, revised 12/97, 7/99, 3/03, 11/04, 1/10, 5/18	
Approval: 	Page 1 of 7

### 1. Purpose

To provide guidelines for presenting items to be included on the City Council Agenda.

### 2. Policy

All items for the City Council Agenda must be submitted timely and prepared electronically in the proper Legistar format. The templates for Resolutions, Communications, and Minutes within Legistar should be used. Legistar User Guides are available on A2 Central/Resources/Instructions and Manuals.

2.2.1 Cover Memorandums and Resolutions: See Attachment #1

2.2.2 F-Items (updating Mayor/Council on a subject): See Attachment #2

2.2.3 Minutes – See Attachment #3

2.2.4 Responses to Agenda/Caucus Questions: See Attachment #4

### 3. Procedures

3.1 Items for Council Agenda must be submitted in Legistar according to the Council Agenda Schedule that is provided annually by the City Administrator's Office.

3.2 The City Attorney must prepare or review all ordinances, regulations, contracts, bonds and agreements prior to placement on the agenda.

3.3 The City Administrator delegates the City Clerk to submit the draft Agenda to City Council. Once the City Clerk submits the agenda to Council no matter from staff shall be placed on the agenda in accordance with Council Rule 5B. Requests for Council sponsorship of an agenda item from staff must be approved by/coordinated with the City Administrator.

#### 4. Consent Agenda Guidelines –

The Consent Agenda shall consist of ordinances and resolutions considered routine in accordance with Council Rules.

Whenever possible, all "D" items will be grouped by departments and rotated so that all departments can have the opportunity for their items to be first on the agenda.

Mayor and Council are interested in making the meetings more efficient, while at the same time they want to be sure they receive adequate information from which to base their decisions. Careful preparation of agenda items and attachments is key in assuring that items can be dealt with appropriately.

**ATTACHMENT #1**  
Transmittal Memo and Resolution Format and Content

Font: Arial, (NO BOLD), (NO ALL CAPS TITLES), Font Size 12

**..Title**

Title of Resolution (insert \$ amount, if applicable, at the end in parentheses) (if different than a simple majority vote is required, insert “\_\_ Votes” at very end, in parentheses)

**..Memorandum**

Content - When there is a recommendation concerning a purchase, project, program or policy include a discussion and analysis of alternative strategies (with pros and cons), an analysis of how the recommendation was determined and the benefits that support the recommendation.

In addition, when applicable, the content of the transmittal memo should include:

For which service area/unit is the purchase/service?

Is the purchase replacement or new equipment?

Why is the purchase/service necessary at the present time?

RFP/ITB information. What were the bids?

For what purpose will the purchase be used?

Confirmation that the contractor complies with the City's Non-Discrimination/Living Wage ordinance?

Is there any other pertinent information?

Agreements and Contracts – attach in Legistar for City Attorney's approval.

For contract amendments and change orders, explain why it is needed, including original contract information (dates, original price, Council approval date, resolution number).

Budget/Fiscal Impact: - formatted as a separate paragraph that includes a statement regarding estimated costs, source of applicable fund(s) and fiscal year(s), and whether budgeted or non-budgeted.

If authorization of a contingency amount is requested, include the amount and that it is for change orders (or amendments) to be approved by the City Administrator.

**..Staff**

Prepared by: Name, Title

Reviewed by: Service Area Administrator (Name, Title)

Approved by: City Administrator (Name, Title)

**..Body**

Content -

One sentence per paragraph.

Semicolons between all paragraphs.

Commas after the words "Whereas" and "RESOLVED".

Use "and" **only** between the last two "Whereas" clauses and the last two "RESOLVED" clauses.

The "W" in "Whereas" is capitalized. The first letter of the word following "Whereas" is capitalized.

The entire word "RESOLVED" is capitalized. The word following "RESOLVED" is "That", with a capital "T".

Eliminate words and phrases such as "Therefore Be It", "Further" or "Finally" before the word "RESOLVED".

Use the subjunctive in "RESOLVED" clauses, for example: RESOLVED, That it be done (rather than RESOLVED, That it is done); RESOLVED,

For purchases and contracts, include the date of Non-Discrimination Ordinance/Living Wage Declaration and the source of funding. For contracts include a RESOLVED clause that the Mayor and City Clerk be authorized to sign the agreement after approval as to substance by the City Administrator and approval as to form by the City Attorney.

For contingency amount requests, include a RESOLVED clause that the City Administrator is authorized to approve change orders (or amendments) up to said amount.

If contract spans more than one fiscal year but uses funds from a current budget, include a RESOLVED that the funds (and any contingency amount) be made available without regard to fiscal year. This is not required for projects funded out of the Capital Projects Budget.

Consent Agenda Guidelines – Per Council Rules, the Consent Agenda shall consist of ordinances and resolutions considered routine.

Whenever possible, all "D" items will be grouped by departments and rotated so that all departments can have the opportunity for their items to be first on the agenda.

Mayor and Council are interested in making the meetings more efficient, while at the same time ensuring they receive adequate information from which to base their decisions. Careful preparation of agenda items and attachments is key in assuring that items can be dealt with appropriately.

**ATTACHMENT #2**  
F-Item Format

**..Title**

Type Subject of Memorandum

**..Memorandum**

An F-item is an informational transmittal informing/updating Mayor and Council on the listed subject.

**..Staff**

Prepared by: Name, Title

Reviewed by: Service Area Administrator (Name, Title)

Approved by: City Administrator (Name, Title)

**ATTACHMENT #3**  
Minutes

**..Title**

Title and date of minutes

Add minutes as an attachment

**ATTACHMENT #4**  
Agenda Response Memo Form

Font: Arial (NO BOLD), Font Size 12  
Form: 1" Margins, Block Style

**PLEASE NOTE:**

- 1. COUNCIL MEMBERS SHALL SUBMIT ALL QUESTIONS ABOUT THE AGENDA TO THE CITY ADMINISTRATOR'S OFFICE NO LATER THAN NOON ON WEDNESDAY OF THE WEEK BEFORE THE REGULAR MEETING.**
  
- 2. RESPONSES TO COUNCILMEMBERS' AGENDA QUESTIONS ARE TO BE DIRECTED TO THE CITY ADMINISTRATOR'S OFFICE AND PROVIDED BY 3:00 PM ON THE THURSDAY PRIOR TO THE COUNCIL MEETING FOR REVIEW AND APPROVAL. STAFF IN THE CITY ADMINISTRATOR'S OFFICE WILL SEND THE FINAL RESPONSE MEMO TO THE MAYOR AND COUNCIL BY 5:00 P.M. ON THE THURSDAY PRIOR TO THE COUNCIL MEETING IN ACCORDNANCE WITH COUNCIL RULE 5B.**
  
- 3. PLEASE PROVIDE THE CITY ADMINISTRATOR'S OFFICE A COPY OF ALL AGENDA QUESTIONS RECEIVED IF YOU RECEIVE THEM DIRECTLY FROM COUNCIL.**

MEMORANDUM

TO: Mayor and Council

FROM: Name, Title

DATE: Current Date

SUBJECT: Agenda Responses

**Agenda Item # \_\_\_\_\_ , (Title of Resolution)**

**Question** - (Type the question asked) Please provide councilmember(s) last name in parentheses after the question.

**Answer** - (Type the answer)



## Administrative Policies and Procedures

<b>Policy Title:</b> <b>Contracts and Legal Requirements</b>	<b>Policy Number:</b> <b>109</b>
<b>Effective:</b> <b>9/18</b>	
<b>Supersedes:</b>	
<b>Approval:</b> <i>HOWARD S. LAZARUS</i>	<b>Page 1 of 10</b>

**1. Purpose:** Establish policies and procedures for drafting, negotiating, entering, and administering City contracts. This APP applies to all City contracts except collective bargaining agreements.

**1.1. Relationship with Other APPs.** This APP is limited to drafting, negotiating, entering into, and administering City contracts. Other APPs related to procurement and contracting still apply including: [#107](#) (Submissions for Council Agenda); [#203](#) (Sale of Surplus Property); [#204](#) (Purchase of Goods and Services); [#206](#) (Non-Discrimination by City Contractors); [#207](#) (Procurement Standards for Federally Funded Contracts); and [#508](#) (Grant Accounting and Administration)

### 2. Policy

**2.1. General.** It is the policy of the City that all City contracts must be approved by the City Attorney as to form and legal sufficiency, and by the Service Area Administrator and the City Administrator as to substance. The Office of the City Attorney is referred to herein as the “City Attorney.”

**2.1.1. What is a “Contract”?** For purposes of this APP, “contract” means any agreement or promise, regardless of title or label, which obligates the City to any responsibility, including any action, payment, performance of services, or liability. Contracts can take many forms, including memoranda of understanding or agreement, purchase or sale agreements (including goods and services), rental agreements, employment or personal services agreements, licensing agreements, inter-governmental agreements, real estate transactions, grants, purchase orders (including any document with terms and conditions), non-disclosure agreements, or change orders. The term “contract” also includes any amendment, renewal, or modification to an existing contract.

**2.1.2. Authority to Contract.** City contracts must be authorized and signed in accordance with the City’s Charter and Code.

**2.1.3. Contracts in Name of the City.** All contracts must be in the name of the *City of Ann Arbor*.

**2.1.4. Use of Templates.**

**2.1.4.1. General Policy.** It is the policy of the City that when the City Attorney has approved a template contract for a transaction, such template shall be used. Exceptions to this policy may be made at the discretion of the City Attorney. Contract Administrators shall ensure that they are using the most current version of the applicable template contract, which the City Attorney shall ensure is posted on the City’s internal website. If none of the available templates are appropriate for a transaction, Contract Administrators shall work with the City Attorney to draft the appropriate contract.

**2.1.4.2. Professional Services Agreement.** The Professional Services Agreement is generally appropriate when the service is to be rendered by a member of a recognized profession that involves extended analysis, exercise of discretion and independent judgment, and an advanced, specialized type of knowledge, expertise or training customarily acquired either by a prolonged course of study or equivalent experience in the field. Examples of "professional services" include appraisal, architectural, auditing, consulting, engineering, software development, design, legal and medical services.

**2.1.4.3. Construction Agreement.** The Construction Agreement is used when a contractor is constructing, altering, or replacing a public improvement. Certain maintenance and repair projects may require the Construction Agreement. Consult with the City Attorney to resolve any questions.

**2.1.4.4. General Services Agreement.** The General Services Agreement is generally appropriate when the service to be rendered does not require either the Professional Services Agreement or the Construction Agreement. Consult with the City Attorney to resolve any question.

**2.1.4.5. Purchase Order.** A Purchase Order (“PO”) contains City Attorney-approved General Terms and Conditions of sale on the back. These General Terms and Conditions can serve as the contract where no other agreement is in place. This is generally only appropriate if the purchase is for non-specialized or routine goods. For purchase of specialized or non-routine goods (e.g., guns, Tasers, chemicals, purchases over \$25,000, etc.), consult with the City Attorney. Anyone purchasing goods or services on behalf of the City, in an amount exceeding \$3,000, without an agreement that has otherwise been approved by the City Attorney, must issue a PO prior to receipt/acceptance of the goods/service. Service Units shall review quotes and invoices to ensure that the contractor does not attach any terms and conditions (or refuse to accept the City’s General Terms and Conditions) and if it does, to ask that the contractor remove such terms and conditions. If a contractor refuses, seek the advice of the City Attorney. Any changes to the approved General Terms and Conditions must be approved by the City Attorney in accordance with Section 2.1.4.6. of this APP. Please consult [APP 204](#) concerning Purchase Order procedures.

**2.1.4.6. Changes to Templates.** Changes to terms in a template are subject to City Attorney approval. This includes situations where a contractor attempts to modify the terms of the City’s template by attaching its own terms and conditions. Contract Administrators are advised to involve the City Attorney at the earliest opportunity where changes to the template are proposed.

**2.1.5. Submission Requirements.** A contract submitted to the City Attorney for review must be accompanied by all related documents. For contract renewals and amendments, a copy of the original, fully-executed agreement

(and any previous amendments, extensions, and renewals) must be included. For contracts that incorporate exhibits, attachments, and addenda, such documents must be provided.

**2.1.6. Timeline for Review.** The City Attorney will review contracts in a timely manner. Service Units should submit contracts to the City Attorney as early as possible as review and negotiations may take significant time.

**2.2. Contract Administration.** Each Service Unit shall designate at least one Contract Administrator who will administer the Unit's contracts including preparing the initial contract and any Council resolution on the appropriate template, supporting the City Attorney in contract negotiations, managing contract execution and routing, and other general contract administration. Service Units shall keep the City Administrator and City Attorney apprised of their current list of Contract Administrators. All Contract Administrators shall complete trainings as required by the City Administrator and City Attorney. The Contract Administrator shall ensure that the Service Unit can comply with a contract's obligations.

**2.2.1. Negotiations.** Contract Administrators shall work with contractors to edit contracts in accordance with the City Attorney's requested changes and to obtain all documentation that the City Attorney requests. If the City Attorney requests changes to an agreement, the Contract Administrator shall communicate those changes in accordance with the City Attorney's instructions. Contract Administrators shall also ensure that City Attorney documents that are shared with outside parties have been approved for sharing by the City Attorney. If the City Attorney requests to speak to a contractor's attorney, the Contract Administrator shall be responsible for requesting such attorney's contact information.

**2.2.2. Notices.** Contract Administrators shall designate the appropriate person within their Service Unit to receive notice related to a contract by both name and title. Service Units shall notify the City Attorney immediately of any notice related to: (1) amending the contract's terms, (2) terminating the contract, (3) any claimed breach of the contract, or (4) exercising or enforcing any contractual right or obligation.

**2.2.3. Scope of Services.** Contract Administrators are responsible for the content of a contract's scope of services. The scope of services shall be written clearly and concisely, addressing questions of "Who? What? When?"

Where? How?” If the scope of services refers to or incorporates a contractor’s terms and conditions, notify the City Attorney.

- 2.2.4. Compensation.** Contract Administrators shall ensure a contract’s compensation provisions accurately address the compensation amount (including payment of expenses and fees), timing of payment, and amounts returnable upon contract termination.
- 2.2.5. Non-Disclosure Agreements.** The Contract Administrator shall assess whether a non-disclosure agreement (NDA) is necessary for a contemplated agreement based on the information that the City will be providing in connection therewith. If the Contract Administrator believes that an NDA may be necessary, he/she shall consult with the City Attorney.
- 2.2.6. Signing Sequence.** Contract Administrators shall manage the routing of contracts for execution in accordance with this APP. Contractors must sign contracts first unless the City Attorney has authorized a different sequence.
- 2.2.7. Fully-Executed Contracts.** Contract Administrators shall keep a copy of all fully-executed contracts on file in accordance with the applicable records retention requirement. After execution is complete, Contract Administrators shall ensure that copies of the fully-executed contract have been provided to the contractor, the City Clerk, and the City Attorney.
- 2.2.8. Insurance.** Contract Administrators shall oversee the insurance review process to ensure that the contractor provides timely proof of insurance prior to contract execution, and that such proof is processed by the City’s insurance review contractor. Contract Administrators shall ensure that the required insurance does not lapse during the life of the contract. If the required insurance lapses during the life of the contract, the Contract Administrator shall immediately notify the City Attorney who may coordinate with Accounting Services to stop payment to the vendor if appropriate.
- 2.2.9. Tracking Contracts.** Contract Administrators shall track the date of expiration, renewal, auto-renewal, and termination of contracts, and coordinate with their Service Units regarding applicable notice requirements. Contract Administrators shall file all contracts with the City Clerk. Included with such filing shall be notice of every contract’s expiration and termination, if known, to enable the Clerk to comply with [Section 5.3 of the Charter](#).

**2.2.10. Contract Breach and Default.** If a Contract Administrator believes that breach or default (by either party) under a contract has occurred or is likely to occur, the Contract Administrator shall consult with the City Attorney as soon as possible.

### **2.3. Miscellaneous.**

**2.3.1. Attorney Communications.** No one other than the City Attorney may communicate with a contractor's attorney. Any attorney who wishes to communicate with the City should be referred to the City Attorney immediately. Communications from the City Attorney shall never be shared outside of the City without the City Attorney's express consent.

**2.3.2. Liability.** A contract that includes provisions relating to indemnification, waivers, hold harmless obligations, make whole obligations, or that affect the City's liability, must be reviewed and approved by the City Attorney.

**2.3.3. Insurance.** If a contract involves special equipment or services (e.g., pesticides or chemicals, the collection or use of personal information, vertical construction, or other hazards or risk of an unusual magnitude or nature), consult with the City Attorney at the earliest opportunity (e.g., prior to issuance of the Formal Solicitation such as [RFPs or ITBs](#)), as special insurance may be required. Failure to involve the City Attorney prior to release of the Formal Solicitation could result in serious delay.

**2.3.4. Contracts with Other Governmental Entities.** Contracts with other governmental entities (e.g., the state, county, DDA, LDFA, AAATA, Housing Commission, etc.) present special issues. Staff should involve the City Attorney as early as possible to avoid potentially serious delay.

**2.3.5. Metadata.** Most electronic documents include hidden data or personal information that is not readily apparent. Other than pre-approved templates, electronic contract documents shall not be shared outside of the City unless the City Attorney gives its express approval.

**2.3.6. Grants and Sub-Grants.** Service Units shall ensure they can comply with all requirements of a grant or sub-grant. Service Units shall review [APPs 207](#) and [508](#), and consult with Accounting Services prior to pursuing a grant. When a contract accepts a grant or uses grant funds, Service Units shall

provide a copy of the applicable grant documents to the City Attorney with the legal request for review.

**2.3.7. Contract Amendments and Change Orders.** Contract amendments and change orders are subject to the same approval process as regular contracts.

**2.3.8. Designation of Signature Authority.** Authorized signatories may authorize another individual (a “designee”) to sign on their behalf. The designee shall not sign unless and until the authorized signatory has communicated such authorization (and its duration) in writing to the designee, which the designee shall keep on file.

**2.3.9. Service Area Administrator Signatures.** Service Area Administrators are required to sign all contracts for their respective Service Areas to confirm the Service Area can comply with the substantive obligations and that the contract benefits their Service Area and the City.

## **2.4. Purchasing Agent.**

**2.4.1. Use of Templates in Formal Solicitations.** The Purchasing Agent shall ensure that the appropriate and most current template contract is attached to any Formal Solicitation that the City issues (e.g., [RFPs or ITBs](#)). The Purchasing Agent shall seek the advice of the City Attorney if there is any question as to the appropriate template.

**2.4.2.** The Purchasing Agent shall be responsible to ensure that, prior to the City’s issuance of a Purchase Order, the City has received all required declaration forms related to compliance with conflict of interest disclosures, living wage requirements, prevailing wage requirements, and non-discrimination requirements, and that the contractor is not in default to the City.

**2.4.3.** The Purchasing Agent shall be responsible to assist Service Units in identifying contracts that are subject to Section 2.3.3., which require special insurance.

## **3. Procedure**

**3.1. Signature Requirements.** The matrix below outlines whose signatures are required on what contracts, and the order of execution.

Order	Signatory	Contract (\$25,000 or less)	Contract (more than \$25,000)
1	Contractor	Yes	Yes
2	Service Area Admin.	Yes	Yes
3	City Attorney	Yes	Yes
4	City Administrator	Yes	Yes
5	Mayor	No	Yes
6	City Clerk	No	Yes

**3.2. Contract Routing.** Before routing a contract for signature, the Contract Administrator shall ensure that all applicable exhibits, attachments, and addenda are attached to the contract. Contract Administrators shall route contracts for signature as follows (unless the City Attorney has authorized a different procedure):

**3.2.1. Contracts Requiring City Council Approval.** For contracts that require City Council approval, the Contract Administrator shall: (1) have the contractor sign the approved contract; (2) provide the City Council resolution authorizing the contract; (3) ensure that the Contractor's insurance is deemed compliant; (4) include any required bonds; (5) route the contract to ensure all required signatures are obtained; (6) provide a fully-executed copy to the City Clerk, the contractor, and the City Attorney; and (7) save a fully-executed copy in the Service Unit's files in accordance with the applicable records retention schedule.

**3.2.2. Contracts Not Requiring City Council Approval.** For contracts that do not require City Council approval, the Contract Administrator shall: (1) have the contractor sign the approved contract; (2) prepare a memorandum to the City Administrator in accordance with his/her requirements; (3) ensure that the Contractor's insurance is deemed compliant; (4) include any required bonds; (5) route the contract to ensure all required signatures are obtained; (6) provide a fully-executed copy to the City Clerk, the contractor, and the City Attorney; and (7) save a fully-executed copy in the Service Unit's files in accordance with the applicable records retention schedule.

**3.3. Emergency Contracts.** For emergency purchases of services, Contract Administrators should review City Code section [1:317](#) and involve the City Attorney as soon as possible to review the contract as to form and content. For emergency purchases of goods, materials, and equipment, Contract Administrators should review City Code section [1:317](#) and ensure that: (1) the

City's approved Terms and Conditions (on the back of the City's Purchase Order) are included; and (2) the contractor agrees to those Terms and Conditions.

**3.4. Contract Negotiations.** Contract Administrators shall work with the City Attorney to ensure that the Contract Administrator communicates the City Attorney's requested changes accurately without sharing confidential and/or privileged information.

**Additional Resources**

[City Charter](#) – Chapter 14 (pp. 55-57)

City Code – [Purchasing, Contracting and Selling Procedure](#)

[Contract Templates](#)

[Contract Routing Form](#)

[APPs](#)

[Records Retention Schedules](#)



## Administrative Policies and Procedures

Policy Title: Sale of Surplus Property	Policy Number: 203
Effective: 2/16	
Supersedes: APR #203, dated 9/92, 8/07	
Approval:	Page 1 of 4

### 1. Purpose

To provide a clear policy on the sale of surplus property based on the authority of City Code Chapter 14, Section 1:318, and State and Federal grant guidelines

### 2. Policy

2.1 "As Is" sale of vehicles and other property will be held by sealed bid or auction unless otherwise authorized by the City Administrator and/or City Council. All sales are final. No refunds or exchanges are allowed.

2.1.1 Any equipment which records or stores materials of a proprietary nature, material which is protected by federal or state statute (such as HIPAA) or which has material with separate copyright issues must have the material/data removed before disposition (for example computer drives). It is the responsibility of the Service Area/Unit to contact ITSU to have the equipment sanitized and provide confirmation attached to the Surplus Property Disposal Form (Attachment A).

2.1.2 Any equipment or materials that contain hazardous materials (for example: refrigerant gas, chemicals, fluorescent lightbulbs) must be disposed of in accordance with City Safety Procedures. Prior to completion of a Surplus Property Disposal Form contact the City's Safety Officer to determine proper equipment disposal procedures.

2.1.3 Bid and Auction Notices shall include the following information:

*Bidders may be barred from participation in City of Ann Arbor sales for any of the following: (a) Failure to observe the terms and conditions of sale; (b) Payment for purchases with a personal/business check, which is dishonored by a payer bank, depository bank, intermediary bank, collecting bank, presenting bank, or remitting bank; or (c) failure to claim purchases. It is the buyer's responsibility to remove the sale item(s) from its stated location, by the date and time for removal listed in the bid/auction, or all rights to the bid/auction item(s) will be forfeited; and the item(s) will remain the property of the City of Ann Arbor and may be resold. Failure to follow through with any and all of the Terms and Conditions will result in forfeiture of eligibility to bid on future items. The City of Ann Arbor reserves the right to withdraw any items from bid/auction or at its absolute discretion, to reject any and/or all bids considered, as not in its best interest.*

2.1.4. All items for sale are subject to all applicable Michigan Sales Tax in accordance with Michigan Sales Tax Act (P.A. 167 of 1933, as amended).

2.1.4.1 Tax Exempt Bidders are required to submit evidence of exemption at the time of bid.

- 2.2 Equipment, including vehicles, which is deemed unfit for sale by the above methods may be declared junk by the owning Service Unit and approved by the Procurement Services Unit using the Surplus Property Disposal Form (Attachment A) and sold as junk. Prior to any sale of junk property, the Service Unit must comply with 2.1.1 and 2.1.2 above.
- 2.3 In pricing property that is obsolete, the minimum price rule to follow is 10% of actual cost (i.e., plastic pipe 4" – cost \$2.10 ft. – sell for \$0.21 per foot) unless the product is still useful to other companies or government agencies, in which case it could be sold at a higher price.
- 2.4 Before disposing of any property, the Procurement Services Unit will publish a list of items to be sold to see if other service units/areas may have a need for any item(s).
- 2.5 The Procurement Services Unit will check all excess equipment, supplies, etc., before disposition.
- 2.6 If the property was acquired with Federal grant money, under the Federal government's Uniform Grant Guidance effective December 26, 2014, Subpart D,

section 200.313 (e), Equipment, the following applies:

2.6.1 Items of equipment with a current per unit fair market value of \$5,000 or less may be sold or otherwise disposed of with no further obligation to the Federal awarding agency.

2.6.2 Generally, items over \$5,000 per unit fair market value may be sold but the Federal agency is entitled to a share of the proceeds in proportion to what percentage of the equipment they originally paid for. For example, if the Federal government awarded the service unit a grant that funded 90% of the cost than the Federal government is entitled to 90% of the proceeds.

2.7 If the equipment was acquired with State grant money, approval of the divestment of the property may require approval of the funding State agency prior to sale.

### 3. Procedure

3.1 Fill out the Surplus Property Disposal Form ( Attachment A) and obtain approval from the Procurement Office prior to initiating any sale or disposal. Terms and conditions of a bill of sale must be approved by the City Attorney prior to any sale.

3.2 All payments to the city resulting from the sale of the city surplus property and scrap material shall be by cashier's, certified, business or personal check (personal checks are limited to \$200) or money order, made out to the City of Ann Arbor. Credit Card checks are not accepted.

3.3 All checks should be deposited with the Customer Service Center, which will then credit the appropriate fund revenue account.

3.4 Proceeds from the sale of surplus items are NOT to be used to replenish petty cash accounts or to establish a fund for various employee benefits (flower fund, service area party, etc.).

3.5 When equipment is sold, the service area shall notify the Accounting Services Unit so that the item can be removed from the inventory listing and asset accounts.

3.5 When the equipment being disposed of is identified as being originally funded by State or Federal grants, notify Procurement before any action is taken. Procurement will work with you to ensure the Federal requirements under Uniform Grant Guidance effective December 26, 2014, Subpart D, section

200.313 (e) are being followed prior to authorizing the disposal and, if applicable, any other Federal or State restrictions imposed at the time of the original acquisition on disposal of the property are met

ATTACHMENT A  
SURPLUS PROPERTY DISPOSAL FORM

Please fill out completely and send to the Purchasing Department before disposing of City property.

Service Area \_\_\_\_\_ Division/Unit \_\_\_\_\_

Location \_\_\_\_\_ Contact Person \_\_\_\_\_

E-mail \_\_\_\_\_ Telephone Number \_\_\_\_\_

1. Property being disposed of (Inventory description valuation):

\_\_\_\_\_

2. For what purpose was the property purchased:

\_\_\_\_\_

3. Reason for disposing (specify):

\_\_\_\_\_

\_\_\_\_\_

4. Funds used to purchase:

_____	General Fund	_____	Donation *
_____	Grant *	_____	Other
_____	Millage *		

5. Cost new \$ \_\_\_\_\_ pound (s), feet, or piece (s).

6. Salvage value \$ \_\_\_\_\_ (estimated) based value determination.

7. Proposed Method of Disposal \_\_\_\_\_

8. Cost of Disposal \_\_\_\_\_

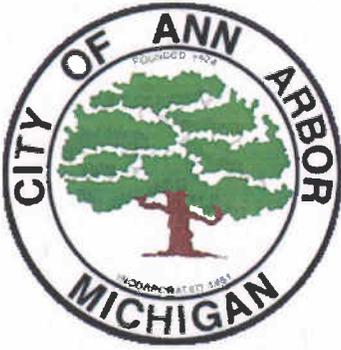
Approvals:

\_\_\_\_\_ Date \_\_\_\_\_  
Service Area Administrator

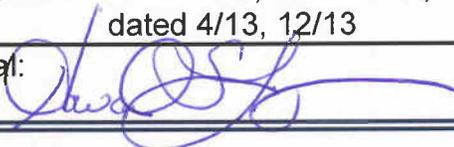
\_\_\_\_\_ Date \_\_\_\_\_  
Finance

\*If purchased using grant, millage or donation, identify any known restrictions on disposal.

U:\atty\mjf\contractforms\surpluspropertydisposalform.doc



## Administrative Policies and Procedures

Policy Title: Purchase of Goods and Services	Policy Number: 204
Effective: 10/16	
Supersedes: APR #208, dated 9/92, revised AP#208, dated 2/08, revised AP#204 dated 4/13, 12/13	
Approval: 	Page 1 of 12

1. Purpose

To define the general process and procedures by which the City purchases materials, supplies, equipment, and contractual services in accordance with the applicable statutes, City Charter and City Code. Procurement of goods and services through federally funded contracts must conform to APP 207, where APP 207 and APP 204 conflict, APP 207 controls.

2. Policy

The City of Ann Arbor is committed to securing the best products, repairs and services available for the purposes intended in the most efficient and economical manner.

3. Definitions

3.1 Contractor means any person having a contract with the City.

3.2 Invitation to Bid (ITB) - a formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.

3.3 Procurement - buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation, and award of contracts, and all phases of contract administration.

3.4 Professional Services - services rendered by members of a recognized profession which involve extended analysis, exercise of discretion, and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise or training customarily acquired either by a prolonged course of study or equivalent experience in the field, and for these reasons are unique and not subject to price competition in the usual sense. Examples of "professional services" typically acquired by the City include appraisal, architectural and engineering services, software development/design, legal services and medical service.

3.5 Qualified bidder - a person who has the capability in all respects to perform fully the contract requirements and who fits the criteria identified in the invitation for bids.

3.6 Quote - an informal solicitation or request for information, where oral or written quotes are obtained from vendors, without formal advertising or receipt of "sealed" bids. Used only where Ordinance does not require formal "sealed" bids, such as small emergency purchases, but price competition is desired.

3.7 Request for Information (RFI) - a request to potential bidders for information concerning an item or service that will assist the responsible Service Area of the City in the development of specifications.

3.8 Request for Qualification (RFQ) - a solicitation or request for information, where written qualifications are obtained from vendors.

3.9 Request for Proposal (RFP) - means a bid solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor/consultant in addition to price.

3.10 Responsive bidder - a person who has submitted a bid, which conforms in all respects to the requirements set forth in the invitation for bids.

3.11 Services - the furnishing of labor, time, or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. This term includes consultant services other than architectural, engineering, land surveying, construction management, and related services.

3.12 Sole Source - the only known vendor possessing the unique and singularly available capability based on technical qualifications, time constraints, or personnel expertise, to meet the requirements of the service unit's need.

3.13 Statement of Qualifications – identifies a prospective bidder's experience,

financial capacity, key personnel, current profile of the vendor's activity, and other information pertinent to a particular project. This is often used in artist selection process.

3.14 Vendor - any person or entity that offers goods for purchase or services for hire.

#### 4. Policy Implementation

4.1 Purchase of Goods and Services - No commitment of City funds shall be given for any purchase of materials or services exceeding \$3,000 until a purchase order has been issued in accordance with this policy. A purchase order may be used as the contract document for expenditures relating to supplies, materials, equipment, services, or similar items. A confirming purchase order also must be completed when another form of contract document is executed (i.e., professional services, construction or similar work). Depending on the amount and scope of the purchase, approval of the purchase and authorization to issue the purchase order may require administrative or Council actions. Purchase Orders are not required for a limited number of exceptions. See list in Section 4.4 below. If your purchase is funded by a Federal grant, please refer to APP# 207 for additional requirements.

4.1.1 Purchases Requiring Non-discrimination/Living Wage Compliance - All purchases of goods and services must comply with the requirements of the Non-discrimination and Living Wage Ordinances and APP #206 (e.g., LWO applies to contracts in excess of \$10,000; NDO applies to contracts \$25,000 and above)

4.1.2 Purchases Requiring City Council Approval - The City Charter requires City Council approval when supplies, materials, equipment, construction projects, or contract services purchased from a single vendor exceed \$25,000 per purchase per project. Emergency purchases of goods and services necessary to alleviate the emergency are exempt from this requirement if approved by the City Administrator in writing and reported to the City Council in accordance with the emergency procedures outlined in Section 4.3. Service Areas are expected to make accurate estimates of needs and quantities to be purchased. If a service area issues a purchase order to a single vendor distributed to several different accounts for the same project or purchase, the total of those accounts cannot exceed \$25,000 without being approved by the City Council.

4.1.2.1 Cumulative Purchases Exceeding \$25,000 - City Council approval applies to single purchases that exceed the specified limit (over \$25,000). Cumulative purchases that are individually (and competitively) bid and awarded to a vendor throughout the fiscal year shall not require City Council

approval, if the cumulative total of those purchases exceeds \$25,000.

4.1.3 Purchases; Form of Contract - In general, if the purchase is \$25,000 or less, and the standard terms and conditions on the back of the purchase order are representative of the scope of services, a purchase order may be used as the sole contract document. If the purchase is in excess of \$25,000, or the scope of the service being provided is complex, non-routine, or multi-divisional, a Purchase Order may not be used as the form of contract. See Section 5.1.3 for further details.

4.2 Quotes, Request for Proposals, or an Invitation to Bid – Except as provided below or where written bids are required by law, Charter or City ordinance or administrative policy, a minimum of three (3) competitive quotes are required for purchases exceeding \$3,000 and shall be awarded to the lowest responsive and qualified bidder. When it is deemed infeasible to obtain the minimum three competitive quotes, written documentation/explanation must be submitted by the requesting service unit to the Procurement Unit along with the purchase order request in order to obtain a waiver of the requirement. Purchase orders that are not accompanied with either a competitive quote or documentation/explanation for waiving the requirement for competitive quotes will not be processed. The following table illustrates when a service unit should use a quote, invitation to bid document, or request for proposal, in preparation of the purchase order:

<u>Type of Document Needed</u>	<u>Goods/Services</u>
Quote (i.e., documented by fax, e-mail, etc.)	Over \$3,000-\$25,000.00
Invitation to Bid (ITB)(Sealed) (i.e., The service unit has delineated specifications) (NOTE: A sealed bid process may be used for any amount to obtain the best cost through competitive bidding).	Can use for any amount
Request for Proposal (RFP) (i.e., The service unit does not have certain specifications but has a desired outcome).	Can use for any amount
Request for Qualifications (RFQ)/Statement of Qualifications (SOQ): Used to determine qualifications of proposed contractor.	Can use for any amount
Request for Information (RFI): Used to determine information to develop an RFP or sealed bid.	Can use for any amount

All Invitations to Bid, Request for Proposals, Request for Qualifications, and Request for Information must be issued by the Procurement Unit. If your purchase is funded by a Federal grant, please refer to APP# 207 for additional requirements.

4.3 Emergency Purchases - Exceptions to the above may be made only for emergency purchases. Emergency purchases must be made in the form and manner specified by City Code 1:317, which states:

***1:317 Emergency purchases and contract.***

***(1) In case of an emergency, any service area administrator, with the approval of the City Administrator, may purchase directly any supplies, materials, or equipment, the immediate procurement of which is necessary to the continuation of the work of his/her service area. Such purchases, and the emergency causing them, shall be reported in detail to the Purchasing Agent within a week from the time when made and such reports shall be preserved by the Purchasing Agent for a period of two (2) years.***

***(2) In case of an emergency, the City Administrator, without first having obtained Council approval, may when necessary to alleviate the emergency, contract for professional services where the limits of City Code section 1:321 are exceeded or for construction services. In these cases, the contract must be approved as to form and content by the City Attorney. The City Administrator shall report in detail to Council both the contract entered into under this provision and the emergency requiring entry into the contract within two weeks after entry into the contract.***

4.4 Exceptions

4.4.1 No bidding or solicitation is required for the following:

- Purchases Authorized by City Council on written recommendation of City Administrator (Ann Arbor City Code Section 1:316(4) See also APP 204 Sec 4.5 below)
- Professional Services Agreements (Ann Arbor City Code Section 1:316(3))
- Cooperative Purchasing Participation (Ann Arbor City Code Section 1:316(2))
- Software Maintenance Agreements on existing implemented software
- Conference and Training Expenses
- Dues, licenses, professional memberships and accreditation services
- Insurance Coverage and Third Party Administrator/Brokerage Services procured through a brokered process

4.4.2 No bidding, solicitation or the issuance of a purchase order is required for the following:

- Purchases of \$3,000 or less (See Section 5.1.3.1.1 Limit Exception for Vendors)
- Government Units and Public Entities (e.g. public schools, universities and taxing authorities) [a PO may be requested at the discretion of City Finance]
- Utilities (Gas, Water, Electricity, Telephone, etc.: inclusive of, pager/cellular telephone and/or related services)
- Debt Service Payments
- Refunds
- Interdepartmental Transfers of Goods or Services
- Postage
- Subscriptions and Publications (incl. newspapers)
- Rent for Leased Office Space (excluding storage and provided Finance has lease on file)
- Withholding Taxes
- Property Taxes

4.5 Sole Source or Best Source – Procurement of supplies or equipment where competitive bidding is not required by law or City Charter or otherwise is either clearly not practical or no advantage would result to the City by requiring competitive bidding may be sole or best sourced. (i.e., the specified item cannot be obtained from any other source or is not feasible to be obtained from another source (due to previous set-up work with vendor, familiarity with City's system, confidentiality concerns, or similar circumstances).

4.5.1 Subject to the approval of the contract form by the City Attorney, procurement of professional services may be sole or best sourced where deemed appropriate (e.g., quality or subject matter-based selection).

4.5.2 A service unit must submit written documentation that demonstrates the necessity of the purchase, and that the purchase may only be made from a sole source or otherwise document that it is not to the City's advantage to bid the purchase.

4.5.2.1 For purchases over \$25,000 the above documentation must be part of the City Administrator's written recommendation to City Council requesting Council authorization for the purchase (Ann Arbor City Code Section 1:316(4)). A copy of the resolution approving the sole or best

source purchase must be attached to the purchase order for it to be processed by the Procurement Unit.

4.5.2.2 For purchases \$25,000 or less, the required documentation must be submitted to the Purchasing Manager for the purchase order to be processed.

4.5.2.3 If your purchase is funded by a Federal grant, please refer to APP# 207 for additional requirements. Service Units should also review the terms and conditions of the funding grant which may have project specific sole sourcing documentation requirements.

4.6 Conflict of Interest - The Procurement Unit is committed to providing an ethical, transparent and equitable purchasing process. It is the responsibility of all City employees involved in the procurement process to ensure that the City does not knowingly enter into any purchase commitment that results in a potential conflict of interest situation. All employees engaged in purchasing and related activities shall be thoughtful of their actions, decisions and relationships in order to avoid not only actual but also the appearance of unethical practices and prohibited conflicts of interest situations. Employees with questions about a particular situation should contact the City Attorney's Office before procurement interactions occur with a potential vendor.

4.6.1 Conflicts of Interest, Non-federally Funded Contracts No employee, officer or agent of the City shall participate in the selection of, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. A City employee who willfully violates any of the provisions of this policy may be subject to appropriate discipline.

4.6.1.1 It is a prohibited conflict of interest for an employee to purchase or lease real property from the City or have any interest in or obligation to a company that purchases or leases real property from the City.

4.6.1.2 It is a prohibited conflict of interest for an employee to sell or lease real property to the City or have any interest in or obligation to a company that sells or leases real property to the City.

4.6.1.3 It is a prohibited conflict of interest for any officer, employee or agent of the City to solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to contracts with the City in connection with any City solicitation for goods or as administrator of any contract for goods or services.

4.6.1.4 It is a prohibited conflict of interest for any employee to participate directly or indirectly in the purchasing process for City goods or services when the employee is contemporaneously employed or has begun the application process to be employed at the time of bid by a bidder, or subsequently at the time of award to a vendor or contractor.

4.6.1.4.1 Such a conflict would arise when: (i) the employee, officer or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization that employs, or has begun the employment process to employ, any of the foregoing, has a financial, or other interest in the bidder or the vendor or contract awarded the contract for goods or services.

4.6.1.5 It may be a breach of ethical behavior for any employee to participate directly or indirectly in the purchasing process for City goods or services if a City employee's partner or immediate family member has an ownership interest in or receives financial gain from a procurement transaction.

4.6.2 Conflicts of Interest; Federally-Funded Contracts - No employee, officer or agent of the City shall participate in the selection of, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. A City employee who willfully violates any of the provisions of this policy may be subject to appropriate discipline.

4.6.2.1 Such a conflict would arise when: (i) the employee, officer or agent, (ii) any member of his/ her immediate family, (iii) his/her partner, or (iv) an organization that employs, or has begun the employment process to employ, any of the foregoing, has a financial or other interest in the firm selected for award of the contract. Provided, that if the direct benefit to any of the foregoing is de minimus amount (based on the applicable federal regulation) , the conflict may be waived .

4.6.2.2 It is a prohibited conflict of interest for any officer, employee or agent of the City will solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to contracts with the City in connection with any City solicitation for goods or as administrator of any contract for goods or services. .

4.6.3 Conflicts of Interest; Vendors - Before any vendor may be awarded a contract for goods or services, the prospective vendor will be required to complete a Conflict of Interest Disclosure form. The contract may not be awarded to the selected vendor unless and until the Procurement Unit has received and reviewed the Disclosure form and determined no Conflict is disclosed or if a Conflict has been disclosed referred it to the City Administrator or his/her designee, who must approve the purchase. A copy of the Conflict of Interest Disclosure Form must be included in all bids and solicitations (see also Section 5.1.2.1 below).

4.6.3.1 For all purchases of \$25,000 or less: Where a conflict of interest is disclosed, documentation must be provided that demonstrates the vendor offers competitive pricing. Please note: this includes ALL purchases (over \$3,000). The City Administrator must approve the purchase with the proposed vendor.

4.6.3.2 For purchases in excess of \$25,000: Where a conflict of interest is disclosed, the information provided to Council in the approval resolution must include any conflicts of interest and the recommendation of the City Administrator or his/her designee concerning the conflict and proposed purchase.

4.6.3.3. Conflict of Interest Disclosure Forms must be completed by all vendors or contractors annually during the life of an awarded contract. For purposes of this provision the annual term of the disclosure runs from date of the vendor's signature on the disclosure form submitted with the selected bid or solicitation.

4.6.4 Reporting: In the event you suspect a conflict of interest or fraud situation that has not been handled in accordance with Section 4.6.3., please contact the Internal Auditor via email: [internalauditor@a2gov.org](mailto:internalauditor@a2gov.org) or the EthicsLine at 877-741-4058. The EthicsLine service is a 3<sup>rd</sup> party anonymous hotline that employees can use to report suspected fraudulent activity.

## 5. Procedures

5.1. Components to execute a purchase order are as follows:

5.1.1 Quotation Sheet - A quotation form shall be prepared, completed by the solicited vendors and submitted with all purchase orders for purchases in excess of \$3,000 and equal to or less than \$25,000.00, if written bids were not required by law, Charter, City ordinance or administrative policy. All information shown on the quotation form shall be filled in, including but not limited to: service unit, name and signature of the person soliciting quotes, date of quotes, item(s) requested, vendors contracted, delivery date, terms, discount, delivery location, etc.

5.1.1.1 All Quote solicitations shall be electronic (e.g., by fax or email) on an approved Purchasing Quote form and shall include (a) PO terms and conditions and (b) Vendor Conflict of Interest Disclosure form, which must be completed and returned by the selected Vendor.

5.1.2 Request for Proposals or Invitations to Bid - For purchases in excess of \$25,000, the service unit shall prepare, when required by law, Charter, City ordinance or administrative policy, either a request for proposal or invitation to bid in conformance with the Procurement Unit specifications.

5.1.2.1 All ITB and RFP documents shall have a Vendor Conflict of Interest Disclosure form included as part of the ITB/RFP posting to the public. Failure to submit a completed Vendor Conflict of Interest Disclosure form with the ITB/RFP after being requested to do so shall be grounds for automatic disqualification for award of the ITB/RFP.

5.1.3 Contract Requirements - The form of any contract must be approved by the City Attorney. Purchase Order Standard terms and conditions have been reviewed and preapproved and may not be modified without City Attorney approval (i.e. additional terms may not be inserted/attached or existing terms modified or deleted). All other types of contracts must be reviewed and approved before work can begin. The responsible service unit shall have the City Attorney review and approve the form of contract and the terms thereof.

5.1.3.1 For services of \$25,000 or Less – The service unit must obtain necessary approvals following the City Administrator's procedures.

5.1.3.1.1 For services \$3,000 or less: Service Units may process services for routine repairs or general services as an Accounts Payable Invoice in the financial system. If a contract document is required by the Vendor or by law or regulation, the Service Area Administrator may execute it after approval as to form by the City Attorney.

5.1.3.1.2 For services over \$3,000 - \$25,000: Service Units may process services for routine repairs or general services on a Purchase Order, in lieu of a separate contract document unless another contract document is required by law, City Charter or City Code. After service area approval, the Purchase Order will route to the Procurement Unit for processing. (NOTE: The purchase order uses standard

contract language on the back of the purchase order.

However, the scope of services must be clearly defined in the text of the purchase order, including the ITB/RFP number if applicable, or attached document clearly referenced in the text of the Purchase Order.)

5.1.3.1.3 For services where a specific deliverable(s) is required, professional services or there is some other specific legal requirement which calls for a separate signed and executed contract, the service area shall follow the provisions of Section 5.1.3.

5.1.3.2 For services over \$25,000 - The service unit must obtain City Council approval following the City Administrator's procedures for City Council action. After approval, attach a copy of the contract signed by the service provider, the City Council resolution approving the purchase of services, and any required insurance and bond documents to the contract routing slip and forward to the following for signature: applicable service area administrator, City Attorney, City Administrator, Mayor and City Clerk, or their authorized representatives. Execute a purchase order in accordance with the contract terms. When a purchase order is used in connection with an executed contract, the service unit MUST identify on the face of the purchase order that the purchase order is confirming and not a substitute for the contract's terms and conditions. The steps outlined above may be done concurrently.

5.1.4 City Council Approval - City Council approval is required when the cost of supplies, materials, equipment, construction projects or contract services purchased from a single vendor are in excess of \$25,000 per purchase per project. Obtain City Council approval following the City Administrator's procedures for submission of items for City Council action. State the date of City Council approval and the City Council resolution number on any purchase order submitted to the Procurement Unit. A copy of the adopted Council Resolution must be furnished to the Procurement Unit along with the purchase order.

5.1.5 Non-discrimination/Living Wage Compliance Contractors providing goods and/or services to the City must comply with the requirements of the City's Non-discrimination and Living Wage Ordinances. Copies of Non-discrimination and Living Wage Declaration Forms must be included with all ITB/RFPs. See APP #206 for additional requirements.

## 5.2 Purchase Order Approval Process

5.2.1 Each service area will route purchase orders for approval according to their own workflow rules established and approved by their Service

Area Administrator.

5.2.2 Once final service area approval is given, the Procurement Unit receives the purchase order for processing, including verification of Non-discrimination/Living Wage Compliance, executed vendor conflict of interest disclosure form and its authorization, and Council approval if applicable. Unless the purchase order is marked as confirming the terms of a contract, the purchase order shall then be mailed to the vendor.

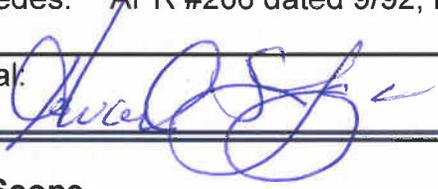
5.3 Changes to Purchase Orders - The total increase due to change orders to existing purchase orders shall not exceed \$25,000, if the original amount was less than \$25,000, or if the original amount of the purchase order was in excess of \$25,000, the City Council approved amount with contingency, if applicable. When the cumulative total cost of any purchase of goods or services which, due to change orders or other contract modifications from a contractor/vendor, surpasses \$25,000 (plus any approved contingency if applicable), City Council approval is required. This requirement shall apply to the total dollar amount of the contract and not to the amount of the change or modification to the purchase order. It shall be a violation of this policy to divide a purchase over several purchase orders to a single vendor to avoid City Council approval.

5.4 Completion Dates - When contracting for the purchase of goods/service by an outside contractor or vendor, always include a completion period or date for delivery of service. If a completion period is needed, a beginning or ending date must be specified. This completion period or date must be part of any written contract, or if a purchase order is being used, the completion period of date must appear on the purchase order.

5.5 Tolerance - When a vendor invoice exceeds the purchase order by less than 10% of the purchase order amount, the vendor invoice can be paid and the purchase order can be closed with no further change orders. However, if the purchase order (including tolerance) exceeds the limit approved by Council, the service unit must seek approval from Council for the additional amount.



**Administrative Policies and Procedures**

Policy Title: <b>NON-DISCRIMINATION BY CITY CONTRACTORS</b>	Policy Number: 206
Effective: 10/16	
Supersedes: APR #206 dated 9/92, revised 1/93, revised 8/97	
Approval: 	Page 1 of 8

**1. Scope**

- Temporary/Contract                       Independent Contractors  
 Vendors

**2. Purpose**

To provide the city with a systematic and uniform approach for the enforcement of Section 9:158, "Nondiscrimination by city contractors" of Chapter 112 of Title IX of the City Code, to ensure the city's compliance with appropriate federal, state and local equal employment requirements. Moreover, these guidelines are designed to assist firms providing goods and/or services to the city in complying with Section 9:158 with the least amount of difficulty and minimum degree of expense.

This policy is in addition to and does not alter or amend any obligations under federal or state law, regulations or contractual terms of any federal funding agreement or state cooperative agreement.

**3. Responsibilities**

The Finance Service Area has responsibility for the administration of all solicitations for the procurement of goods and services for the City. The Purchasing Manager shall be responsible for the administration of these guidelines. The Purchasing Manager, in conjunction with the City Attorney's Office shall develop procedures consistent with this administrative policy, subject to the approval of the City Administrator, for notice and enforcement of non-

compliance. The Human Rights Commission will provide input and guidance on these procedures.

#### **4. Policy**

##### **4.1 Application**

4.1.1 These guidelines apply to all firms providing goods and/or services whose contract value exceeds \$25,000 (the term contract includes purchase orders) with the following exceptions:

4.1.1.1 The firm or vendor does not have a physical presence in the State of Michigan or local laws which govern the firm prohibit the collection, maintenance, or provision of the information required under this policy;

4.1.1.2 The City Administrator specifically exempts the firm or vendor from provisions of this policy. Such exemption must be in writing and must include specific reasons for the exemption.

##### **4.2 Formal Solicitation Process**

4.2.1 All bid specifications, contracts and purchase orders shall include a provision entitled "Nondiscrimination." The purpose of this provision is to inform the contractor of his/her responsibilities, the city's authority and responsibilities, sanctions for "non-compliance" and the appeals procedures.

4.2.2 All formal solicitations (Invitations to Bid and Requests for Proposals) shall include instructions for and a copy of the authorized Posting of the City of Ann Arbor NonDiscrimination Ordinance issued by the Finance Service Area.

4.2.2.1 Formal solicitations (Invitations to Bid and Requests for Proposals) shall include a Declaration of Compliance form, and in addition instructions for completion of the City contract compliance form(s) when required by the terms of the Invitation/Request. All Bidders will be required to complete the City's Declaration of Compliance form prior to issuance of a PO or contract award.

## **5. Contracts Not Subject to Affirmative Action Requirements**

### **5.1 Pre-Award Requirements**

5.1.1 It is highly recommended that Contractors affirm their compliance with the City's Nondiscrimination Ordinance in conjunction with their formal solicitation response.

### **5.2 Post Award Requirements**

5.2.1 The compliance of each contractor with the nondiscrimination provisions of its contract will be reviewed. Each contractor will be provided with an approved poster of the City's Nondiscrimination Ordinance which must be posted at all work locations where its employees provide services under a contract with the City. Procedures approved by the City Administrator, shall be followed in cases of non-compliance. Review may include review of information provided by contractor as well as review of complaints alleging noncompliance.

### **5.3 Non-Compliance Sanctions**

5.3.1 Contractors who are alleged to be violating the City's nondiscrimination ordinance shall be requested to attend a compliance conference to review the allegations. If, after the conference and subsequent review, the City finds that the contractor is not in compliance with the City's nondiscrimination ordinance the Purchasing Manager, in conjunction with the City Attorney's Office, shall recommend to the City Administrator sanctions to be taken against the contractor.

5.3.2 Failure by contractors to submit required information within any specified time limits, failure to cooperate with City staff, failure to comply with nondiscrimination provisions or to provide true information to the City shall be cause for the City to do any or all of the following:

- (i) Cancel, terminate, or suspend the contract in whole or in part and/or refuse to make any required periodic payment until contractor is certified as in compliance.
- (ii) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time, after which time period, the contractor may apply for reinstatement in accordance with Section 8 below.

- (iii) Recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditures for the time period involved which would have accrued to affected employees had the nondiscrimination contractual provision not been breached.
- (iv) Impose for each day of non-compliance liquidated damages of a specified sum based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$25,000 - \$99,999	\$50.00
\$100,000 - \$199,999	\$100.00
\$200,000 - \$499,999	\$150.00
\$500,000 - \$1,499,999	\$200.00
\$1,500,000 - \$2,999,999	\$250.00
\$3,000,000 - \$4,999,999	\$300.00
\$5,000,000 and above	\$500.00

## 6. Contracts Subject to Affirmative Action Requirements

### 6.1 Pre-Award Requirements

- 6.1.1 All required contract compliance form(s) will be reviewed by the Purchasing Manager to insure that the lowest responsible bidder recommended for award of a contract for goods or services complies with City Code Section 9:158.
- 6.1.2 Approval shall be given to the lowest responsible bidder(s) who employs minorities and females commensurate with their availability by occupational category within the low bidder's labor recruitment area as identified in City Code Section 9:158(4). Any contractor not specifically exempted from these requirements by Code, Administrative Policy or written determination of the City Administrator, which fails to satisfy the requirements of 9:158 shall be considered not in compliance.
- 6.1.3 Selected lowest responsible bidder(s) not in compliance will be notified by letter indicating deficiencies and corrections to be made in order to comply with Section 9:158. The selected lowest responsible bidder(s) will also be informed they have 15 calendar days to submit an acceptable affirmative action program. If the

affirmative action program is not received prior to the deadline their bid shall be considered incomplete and rejected.

- 6.1.4 Only lowest responsible bidders who submit acceptable affirmative action programs (within the specified deadline) shall be approved.

## **6.2 Post Award Requirements**

6.2.1 The compliance of a City contractor with the nondiscrimination provisions of its contract will be reviewed. All formal solicitations issued by the City will include an approved poster of the City's Nondiscrimination Ordinance which the selected contractor(s) must post at all work locations where its employees provide services under a contract with the City. Procedures approved by the City Administrator, shall be followed in cases of non-compliance.

6.2.2 A Contractor's affirmative action program will be reviewed based on the following time line:

- (i) Construction contractors determined to be in compliance and accepted as having fulfilled nondiscrimination requirements shall be reviewed each year to evaluate progress toward affirmative action program goals.
- (ii) All other contractors determined to be in compliance and accepted as having fulfilled nondiscrimination requirements shall be reviewed annually to evaluate progress toward affirmative action program goals.

Reviews may include, but not be limited to, on-site inspections of the contractor's office to review program data or submission by the contractor of a contract compliance form, or other documentation as required.

6.2.3 On-site inspections for construction contractors may include, but not be limited to, the visitation of the construction site to review the workforce and interviewing employees to verify pay rates.

6.2.4 Construction contractors may be required to submit a list of minority and female employees employed at the construction site at the time of an on-site inspection or at any point during the contract term, if determined to be necessary by the Purchasing Manager in conjunction with the City Attorney's Office, to determine the contractor's continued compliance. Included on the list would be

employee names, job titles, seniority dates, addresses and phone numbers. The specified information is provided to the City for verification purposes only.

## **7. Non-Compliance Sanctions**

### **7.1 Notification Process**

7.1.1 For contractors not pursuing affirmative action program goals in good faith, the following notification process shall apply:

- (i) A written notice shall be sent to the contractor at his/her office indicating the apparent non-compliance and stating the contractor should contact the Purchasing Manager to attend a compliance conference within five (5) business days of receipt of the notice.
- (ii) If it is determined after the compliance conference that the contractor is non-compliant, a written violation notice will be issued to the project manager. The violation notice shall state that the contractor must contact the Purchasing Manager and correct the deficiency within seven (7) business days of receipt of the violation notice. If the situation is not corrected within this period, the Purchasing Manager, in conjunction with the City Attorney's Office, shall recommend to the City Administrator sanctions to be taken by the City Administrator.
- (iii) For purposes of this Section 7.1 a notice will be deemed "received" 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.

### **7.2 Sanctions**

7.2.1 Failure by contractors to submit required information within any specified time limits, failure to cooperate with City staff, failure to comply in good faith with affirmative action program goals or to provide true information to the City shall be cause for the City to do any or all of the following:

- (i) Cancel, terminate, or suspend the contract in whole or in part and/or refuse to make any required periodic payment until contractor is certified as in compliance.
- (ii) Declare the contractor ineligible for the award of any future contracts with the city for a specified length of time, after which time period, the contractor may apply for reinstatement in accordance with Section 8 below.
- (iii) Recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditures for the time period involved which would have accrued to minorities and females had the nondiscrimination contractual provision not been breached.
- (iv) Impose for each day of non-compliance liquidated damages of a specified sum based upon the following schedule:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$25,000 - \$99,999	\$50.00
\$100,000 - \$199,999	\$100.00
\$200,000 - \$499,999	\$150.00
\$500,000 - \$1,499,999	\$200.00
\$1,500,000 - \$2,999,999	\$250.00
\$3,000,000 - \$4,999,999	\$300.00
\$5,000,000 and above	\$500.00

7.2.2 The contractor shall be notified by overnight delivery of all recommended actions to be taken by the City Administrator against the contractor. The contractor shall have seven (7) business days from date of delivery to appeal the recommended action. If no appeal is registered within seven (7) business days, recommended action shall be effective on the eighth business day.

### 7.3 Appeal Process

In the event the contractor appeals, an appeals conference shall be scheduled with the City Administrator to be attended by the City Attorney's Office, the Purchasing Manager, the contractor and other relevant parties. City staff shall present their evidence in support of the finding of non-compliance and the contractor shall present all evidence of good faith efforts in attempting to achieve affirmative action program goals. The City Administrator, based upon the presented evidence, shall determine the

action, if any, to be taken against the contractor. A record of the proceeding shall be made.

## **8. Reinstatement Criteria for Ineligible Employers under Sections 5 and 6**

### **8.1 Reinstatement Process**

8.1.1 In order for a contractor to be reinstated after it has been declared ineligible:

- (i) The contractor must submit a written request for a review and evaluation to the City Administrator.
- (ii) This written request must detail actions, policy changes and progress toward full implementation of equal employment opportunity which, in the opinion of the employer, warrant a change from ineligible status.
- (iii) Staff, upon consideration of the request for a review, will follow-up if evidence presented in the written request is indicative of a change in attitude, practices and/or make-up of the workforce.

8.1.2 No request for reinstatement will be considered until at least sixty (60) days have elapsed from the date the contractor was declared ineligible or non-awardable. This requirement may be waived at the discretion of the City Administrator.



## Administrative Policies and Procedures

Policy Title: Procurement Standards for Federally Funded Contracts	Policy Number: 207
Effective: 10/16	
Supersedes:	
Approval: 	Page 1 of 10

1. Purpose

To define the procurement standards by which the City purchases materials, supplies, equipment, and contractual services funded by Federal awards

2. Policy

The City of Ann Arbor is committed to securing the best products, repairs and services available for the purposes intended in the most efficient and economical manner while following all applicable federal standards and requirements.

Uniform administrative requirements, cost principles, and audit requirements for Federal Awards to non-Federal entities have been established (2 C.F.R. §200.100(a)(1) and (b)). The terms and conditions of Federal Awards, including the conditions in Part 200, flow down to subawards to subrecipients unless a particular section of the federal regulations or the terms and conditions of the Federal Award specifically state otherwise. The City must comply with these requirements when it is a recipient or subrecipient of a Federal Award. It is possible for the City to concurrently receive Federal Awards as a recipient, subrecipient and a contractor, depending on the substance of its agreements with the Federal Awarding agencies and pass-through agencies.

**WHERE THE PROVISIONS OF THE FEDERAL STATUTES OR REGULATIONS (WITH THE EXCEPTION OF AUDIT REQUIREMENTS) DIFFER FROM THE PROVISIONS APP #207, THE PROVISIONS OF THE FEDERAL STATUTES OR REGULATIONS GOVERN SERVICE AREA/UNITS ARE STRONGLY ENCOURAGED TO DIRECTLY REVIEW AND DETERMINE APPLICABILITY WITH EACH SPECIFIC AGENCY MAKING THE AWARD TO THE CITY WHERE APPLICABLE.**

The City Service Area/Unit administering and/or using the Federal Award will be responsible for adherence to and compliance documentation, when required by these Federal requirements.

### 3. Definitions

3.1 C.F.R. - Code of Federal Regulations

3.2 Federal Award - Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity either as a grant or loan.

3.3 Grant Agreement - a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity. Grant Agreement is distinguished from a Cooperative Agreement in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal Award.

3.4 Micro-purchase – a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1. The threshold is periodically adjusted for inflation.

3.5 – Non-Federal Entity – a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal Award as a recipient or subrecipient. For purposes of this policy, Non-Federal Entity is the City of Ann Arbor

3.6 Value Engineering – a systematic and creative analysis of a contract item or task to ensure that its essential function is provided at the overall lower cost.

### 4. Policy Implementation

4.1 Applicable Administrative Policy: In addition to the requirements outlined in this policy, the requirements in APP #204, Purchase of Goods and Services, apply to all City purchases regardless of funding source, with the exception of Section 4.6.1 in APP #204. Additional administrative policies may apply to the purchase dependent on the type of purchase. If a Service Area/Unit is unsure of whether a particular administrative policy applies, it should contact the City Purchasing Manager.

4.2\_\_\_ Conflicts of Interest; Federally-Funded Contracts - No employee, officer or agent of the City shall participate in the selection of, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

4.2.1 Each awarding agency must establish conflict of interest policies for its Federal Awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal Awarding agency policy. Conflict of Interest policies are not uniform across all Federal Awarding agencies. The applicable conflict of interest policy for the specific Federal Awarding agency should be reviewed by the using Service Area/Unit prior to and be part of the terms of the release of any bid or RFP or if a non-bid purchase using grant funds, the contract terms.

As illustrative and not as the only manner in which a conflict could occur, a conflict would arise when: (i) the employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her partner, or (iv) an organization that employs, or is about to employ, any of the foregoing, has a financial or other interest in the firm amount that is both less than \$250.00 and less than 5% of the public cost of the contract, the contract shall not be precluded.

4.2.2 It is a prohibited conflict of interest for any officer, employee or agent of the City will solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to contracts with the City. Note that although de minimus (i.e. \$50 or less) unsolicited gifts may be accepted under federal grant regulations, it is prohibited under City Human Resource Policy 2.1 and 2.3 for employees to accept gifts or gratuities from visitors, vendors or salespersons except as stated in H R. Policy 2.3, subsection 3.2. All employees of the City are obliged to refrain from actions which might result in or create the appearance of a conflict of interest.

#### 4.2.3. Violations

4.2.3.1 Employees: If a City employee willfully violates any of the provisions of this policy may be subject to appropriate discipline.

4.2.3.2 Officers If the Mayor, a Councilmember, the City Administrator or the City Attorney willfully violates any of the provisions of this policy, he or she shall be referred to the Council Administrative Committee for appropriate discipline or other action.

4.2.3.3. Contractors: If a contractor or agent of a contractor of the City who willfully violates of any of the provisions of this policy may be cause for disqualification of the contractor, termination of contracts with the contactor or other action.

4.3 Federal Grant-Funded Purchases – Under the Federal Uniform Grant Guidance, the Office of Management and Budget issued Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. 2. CFR Part 200.318 to 200.326 list specific procurement standards that must be followed, if applicable, to each federally funded grant. In addition, when receiving funds or administering projects funded in whole or in part by a Federal Agency, funding thresholds (which vary dependent on the Federal Agency) may impose additional compliance requirements authorized by section of C.F.R. other than 2. CFR Part 200. All applicable requirements for federal grants must be followed.

4.3.1 General Procurement Standards The City procurement policy for Federally Funded Contracts must conform to applicable Federal law and the standards identified in 2 C.F.R. Part 200.318. Where there is a conflict between APP #204 and 2 C.F.R. Part 200.318, the federal regulation controls. At minimum all procurements funded by federal awards shall comply with this provision.

4.3.1.1 Maintain responsibility for monitoring (if the City is administering the contract) the project and ensuring project compliance by contracts

4.3.1.1.1 Contract awards must only be awarded to responsible contractors with the ability to perform successfully under the terms and conditions. Consideration will be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

4.3.1.2 Maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts;

4.3.1.3 Avoid purchases of unnecessary or duplicative items;

4.3.1.4 Enter into state and local intergovernmental agreements or inter-service area arrangements where appropriate for procurement or use of common or shared goods and services;

4.3.1.5 Use of Federal excess and surplus property in lieu of purchasing new equipment whenever such use is feasible and reduces project costs;

4.3.1.6 Use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions;

4.3.1.7 Maintain records sufficient to detail the history of the procurement including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price and State and City record requirements or grant requirements, whichever more stringent.

4.3.2 The City is solely responsible for good administrative practice and for the settlement of any contractual and administrative issues arising from a procurement.

4.3.3 Competition- All procurement transactions must be conducted in a manner providing full and open competition.

4.3.3.1 Contractors that develop or draft specifications, statements of work, and invitations for bids are excluded from competing for those procurements.

4.3.3.2 Specifications, Statements of Work and Invitations for Bids may not include requirements for unnecessary experience, excessive bonding or "brand name" only specifications (unless performance or other relevant requirements can not be met by "an equal" product).

4.3.3.3 Time and materials contracts as the method of procurement may be used only after a determination that no other contract is suitable if the contract includes a ceiling price that the contractor exceeds at its own risk.

4.3.3.4 Noncompetitive procurement may only be used when allowed under the terms of the Federal grant and only after a determination that competitive procurement is not viable. The using Service Area/Unit will be required to document the decision-making process used.

4.3.3.5 State or local geographical preferences in the evaluation of bids or proposals may only be used in cases when applicable Federal statutes expressly allow for its use.

4.3.3.6 Any prequalified lists maintained by the City must be current and include enough qualified sources and must not preclude potential vendors from qualifying. (e.g. mandatory meetings are not permitted).4.3.3.7 The City must ensure all solicitations incorporate clear and accurate description of the technical specifications and requirements.

4.3.3.8 The City must ensure that all requirements the bidders/responders must fulfill are clearly identified

4.3.4 Methods of Procurement to be Followed. The Federal government has identified the following methods of procurement:

4.3.4.1 Micro-purchases – The City may use this purchasing method in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost

4.3.4.1.1 Micro-purchases are subject to a dollar amount threshold which is periodically adjusted for inflation (See definition above). . Currently, it is \$3,000 (\$2,000 in the case of construction subject to the Davis-Bacon Act).

4.3.4.1.2 Micro-purchases are subject to APP#204 small purchase procedures (i.e. purchases \$3,000 or less). In addition, to APP#204 requirements, the Service Area/Unit should try to distribute such purchases equitably among qualified suppliers.

4.3.4.2. Small purchases – Currently, the Federal government considers purchases \$150,000 or less small purchases and require quotations only. Notwithstanding this federal dollar amount threshold, Service Area/Units must comply with all City Code and APP#204 requirements for purchases in excess of \$3,000 up to \$25,000, including all applicable administrative or Council required approvals.

4.3.4.3. Sealed Bids – Currently, the Federal government requires sealed bids for purchases in excess of \$150,000. (These are primarily for construction projects or goods where price is a major factor.) Notwithstanding this federal dollar amount threshold, Service Area/Units must comply with all City Code and

APP #204 requirements for purchases in excess of \$25,000, including all applicable administrative or Council required approvals. The sealed bid must have the following conditions met:

- a. A complete, adequate, and realistic description of the specifications and purchase;
- b. Two or more responsible bidders who are willing and able to compete;
- c. The procurement leads to a firm fixed price contract where the successful bidder can be chosen mainly on price.
- d. The Invitation to Bid must be publicly advertised and bids must be solicited from an adequate number of suppliers giving them sufficient response time prior to the date of bid opening;
- e. The Invitation to Bid must include any specifications and attachments clearly defining what the bidder must do to adequately respond;
- f. All bids will be publicly opened at the time and place outlined in the bid;
- g. A contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs must be considered in determining which bid is the lowest; and,
- h. Any or all bids may be rejected if there is a sound, documented reason.

4.3.4.4 Request for Proposals – A Request for Proposal may be used whenever a Service Area/Unit does not have certain specifications but has a desired outcome. For Federally Funded project, a Request for Proposals must have the following conditions met:

- a. Request for Proposals must be publicized and identify all evaluation factors and their relative importance. Any response received must be considered to the maximum extent possible.
- b. Proposals must be solicited from an adequate number of qualified sources.
- c. The City must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- d. Contracts must be awarded to the responsible firm whose proposal is advantageous to the Federal program with price and other factors considered.

- e. For the procurement of architectural or engineering professional services, price does not have to be used as a selection factor. The competitors' qualifications are evaluated and the most qualified consultant should be selected, subject to negotiation of fair and reasonable competition.

4.3.4.5 Sole Source –Where competitive bidding is not required by Chapter 14 of the City Code or APP #204, sole sourcing of goods or services may be considered only if the purchase can also meet the following conditions:

- a. The item is only available from a single source.
- b. Public emergency will not permit a delay caused by competitive bids.
- c. The Federal Awarding agency or pass-through entity expressly allows a noncompetitive proposal in response to a written request from the City.
- d. After solicitation from a number of sources, competition is deemed inadequate.

4.3.4.5.1 Sole Source purchases that meet all of the conditions in Section 4.3.4.5 may also be required to additional documentation, approvals or record keeping requirements to satisfy federal procurement or audit requirements under the terms of their specific Federal Award. Grant terms should be reviewed before a sole source purchase is made.

4.3.4.6. Service Area/Unit may be required to perform a cost or price analysis for every procurement action in excess of \$150,000, including independent estimates in connection with its selected method of procurement.

4.3.5 Contracting with small and minority-owned businesses, women-owned business enterprises, and labor surplus area firms (collectively Disadvantaged Business Enterprises (DBEs) -The City must take all necessary affirmative steps to assure that DBEs are used when possible. The steps include:

- (1) Placing DBEs on solicitation lists;
- (2) Assuring DBEs are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks to permit maximum participation.
- (4) Establishing delivery schedules where the requirement permits, which encourage participation.
- (5) Using the services and assistance of the Small Business Administration or the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the prime contractor, if subcontractors are to be hired, to take affirmative steps (1) through (5) above.

#### 4.3.6 Procurement of Recovered Materials

4.3.6.1. Recovered Materials may be required as a part of the technical specification for compliance with Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. §6962), as amended, including procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contains the highest percentage of recovered materials practicable and consistent with maintaining a satisfactory level of competition.

4.3.6.2 The City may decide not to procure such items if they are not reasonable available, fail to meet performance standards or are only available at an unreasonable price.

#### 4.3.7 Pre-Procurement Federal Awarding Agency or Pass-through Entity Review Procedures

4.3.7.1 Make available the technical specifications to be used in the solicitation document prior to solicitation upon request by the Federal Awarding agency or pass-through entity.

4.3.7.2 Make available procurement documents upon request by the Federal Awarding agency or pass-through entities, when:

- a. procurement procedures or operations fails to comply
- b. the procurement is over \$150,000 and to be awarded without competition or only one bid or offer is received.
- c. the procurement is over \$150,000 and a "brand name" product is specified
- d. the procurement is over \$150,000 and awarded to other than the apparent low bidder

- e. a proposed contract change alters the scope or value over \$150,000

The pre-procurement review may be exempted by the Federal Awarding agency or pass-through entity.

4.3.8 Bonding Requirements: For construction of public improvements the following minimum requirements apply .

- a. Bid Bond for 5% of the bid price
- b. Performance Bond for 100% of the contract price
- c. Payment Bond for 100% of the contract price.

4.3.9 Contract Provisions: The City's contract for the purchase of goods or services funded by a Federal Award must contain all Appendices, Assurances and other provisions required under the grant

## 5. Procedures

5.1 In addition to the procedures outlined in APP #204, *Purchase of Goods and Services*, the administrative procedures and documentation required by APP #508, *Grant Accounting and Administration* purchasing section must be completed with the Procurement Manager.



## Administrative Policies and Procedures

Policy Title: Environmentally Preferable Procurement	Policy Number: 208
Effective: 5/18	
Supersedes:	
Approval: 	Page 1 of 9

### 1. Purpose

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment and support the Sustainability Framework Goals adopted by City Council (R-13-045). Consequently, this policy is intended to:

- Encourage the purchase and use of materials, products, and services that best align with the City's fiscal, environmental, climate change, community, and performance goals;
- Reduce the spectrum of environmental impacts from City use of products, including reduction of greenhouse gas emissions, energy use, reduction of landfill waste, health and safety risks, and resource consumption;
- Empower City staff to be innovative and demonstrate leadership by incorporating progressive and best-practice environmental specifications, strategies, and practices in procurement decisions;
- Encourage vendors and contractors to promote products and services that are best suited to the City's environmental principles;
- Complement existing City ordinances and policies;
- Encourage companies to bring forward emerging and progressive environmentally preferable products and services, by purchasing such products and services where their use is compatible with, and is beneficial in the long-term to the City's existing infrastructure; and
- Communicate the City's commitment to "green" procurement, by modeling the best product and service choices to citizens, other public agencies and private companies.

Nothing in this policy shall be construed as requiring a unit, service area, vendor or contractor to procure goods or services that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time. Decisions regarding adequacy or suitability for use shall be at the discretion of the Service Unit Manager.

## 2. Policy

### A. General

The City shall acquire goods and services in a manner that considers both fiscal responsibility and environmental stewardship. Each City Service Area shall comply with this policy and actively encourage decisions that reflect the policy objectives stated herein. Procurement shall actively promote and encourage product and service acquisitions compliant with the policies and guidelines adopted herein.

### B. Factors

Environmental factors to be considered in product and service acquisitions include, but are not limited to, the assessment of:

- Pollutant releases and toxicants, especially Persistent Bioaccumulative Toxics (PBTs), other chemicals of concern, air emissions, and water pollution;
- Waste generation and waste minimization;
- Greenhouse gas emissions;
- Recyclability and recycled content;
- Energy consumption, energy efficiency, use of renewable energy;
- Depletion of natural resources;
- Potential impact on human health and the environment;
- Impacts on biodiversity;
- Total Life Cycle Costs

When determining if a product is environmentally preferable, the following sample environmental attributes should be considered:

biobased, biodegradable, Bisphenol-free, carcinogen-free, Chlorofluorocarbon (CFC)-free, compostable, durable, energy efficient, flame retardant-free (especially halogenated flame retardants), free of antimicrobial chemicals, heavy metal free (e.g. no lead, mercury, cadmium), less hazardous, low Volatile Organic Compounds (VOC) content, low-toxicity, made from renewable materials, Per and Poly Fluoroalkyl-free, phthalate-free, made from reduced packaging, refurbished, reusable, and water efficient.

In addition, Service Areas should review and consider adopted “green policies” that have been previously approved by the City Council (such as the Green Fleet Policy), copies of which are available on request.

#### C. Third-Party Certifications

Where applicable, the City shall apply the most stringent third-party label standard available for a product or service being acquired, e.g. Energy Star, Forest Stewardship Council. The City shall use independent, third-party social and/or environmental (eco) product or service label certifications when applicable when writing specifications or procuring materials, products, or services, whenever a responsible label standard is available. Qualifying labels shall:

- Be developed and awarded by an impartial third-party;
- Be developed in a public, transparent, and broad stakeholder process; and
- Represent specific and meaningful leadership criteria for that product or service category.

In addition, whenever possible, label standards used in product or service specifications should represent standards that take into account multiple environmental factors and life cycle costs, with claims verified by an independent third party.

#### D. City Code, City Policies, and Federal and State Laws and Regulations

It is the intent of this policy to complement current City Code and policy along with any applicable state and federal laws and regulations. When such code or law is updated to accommodate a more rigorous standard, or City Council adopts or alters established policy, this administrative policy shall be considered to likewise require such additional provision.

#### E. Responsibilities

##### *City Procurement Responsibilities:*

1. Inform Service Areas and Service Units of their respective responsibilities under this policy and provide implementation assistance.
2. Require, wherever practicable and where relevant specifications exist, that specifications and Formal Solicitation language include the option to purchase Environmentally Preferable Goods and Services when it is determined that such products are compatible with the long term effectiveness of City operations, facilities, or infrastructure.

3. Maintain information about environmentally preferable products and recycled products containing the maximum practicable amount of recycled materials, to be purchased by the City whenever possible. This information shall be placed in a location on the City's computer network that is readily apparent and available to all City Service Areas.
4. Modify existing Formal Solicitation documents to include appropriate forms and documents to allow the proper and orderly evaluation of products and services for consideration by the City in accordance with this policy.

*City Sustainability and Innovations Office Responsibilities:*

1. Support Procurement in its implementation of this policy by providing training, information when requested, and timely assistance in the evaluation of the environmental factors of a product or service.
2. Support Service Areas and Units in evaluation and analysis of environmental factors of products and services.
3. Provide a progress update on environmentally preferable procurement to the Environmental Commission on an annual basis. The progress update may include data and metrics that measure progress towards sustainability goals, and information regarding barriers to implementation.

*Service Areas and Service Unit Responsibilities:*

1. Evaluate all Formal Solicitations to determine the extent to which the specifications/request could include an Environmentally Preferable Product/Service.
2. Ensure that Formal Solicitations issued include the option for the potential vendor to offer Environmentally Preferable Products/Services wherever practicable and fiscally responsible, and are in the long term best interest of the City services, infrastructure, operations, and maintenance.
3. Evaluate responses to Formal Solicitations to determine whether proposed products/service are Environmentally Preferable, based on data provided by the potential vendor from independent accredited organizations.
4. Expand employee awareness and use of Environmentally Preferable Products and Environmentally Preferable Services, by assuring that all employees responsible for preparing documents for Formal Solicitation are aware of, and familiar with, this policy.
5. Include language in Council resolutions that highlights that environmental preferable criteria were considered as part of the award process.

F. Use of Best Practices

Environmentally preferable procurement is a relatively new and evolving concept where better ideas, products, and practices are constantly being introduced. City Procurement, with the assistance of City staff, will continue to provide guidance on best value purchasing strategies (including environmental performance) to Service Areas in acquisition of goods and services within established purchasing criteria and in the best interest of the City.

3. **Procedures**

A. General

Every Formal Solicitation will contain an environmental commitment statement as follows:

*Environmental Commitment*

*The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.*

*The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.*

B. Preference

At the discretion of the City and where applicable, Formal Solicitations may include a bid discount, with the recognition that Environmentally Preferable Products/Services may cost incrementally more than their traditional counterparts, or allow that Environmentally Preferable Products/Services, be given additional points for the evaluation of proposals that present an environmentally preferable option, corporate practices, geographic location and other environmental solutions proposed by the potential vendor.

C. Environmentally Preferable Products/Services Alternatives

Potential vendors will be encouraged to present alternative options in the bid or proposal that also include Environmentally Preferable Products/Services. When potential vendors present such alternative, they must use City-provided forms that allow the City to reasonably evaluate presented options in a timely manner.

Where applicable, potential vendors must provide recent data and information demonstrating why the product/service is Environmentally Preferable for the City to properly evaluate the proposed product/service. Testing data from independent accredited organizations are strongly preferred.

If an Environmentally Preferable Product/ Service is bid as an alternate, the issuing Service Area or Unit shall be responsible for providing written justification for why such Environmentally Preferable Product/Service should it not be selected.

#### D. Award

Award of all Formal Solicitations will take into account the Environmentally Preferable Products/Services provided by potential vendors and award will be made in accordance with the best value to the City. Nothing in this document shall be construed to have a meaning other than that the City of Ann Arbor retains the exclusive right to make all evaluations in the manner in which it chooses. All decisions made by the City are considered to be final.

## 4. Definitions

- 4.1 Antimicrobials – are chemicals that are meant to kill or suppress the growth of microorganisms such as bacteria, viruses, and fungi. Antimicrobials of concern include triclosan and triclocarban, nanosilver, and quaternary ammonium salts (quats) such as benzalkonium chloride. Antimicrobials such as Triclosan have been associated with hormone disruption, developmental and reproductive effects, allergen sensitivity, and antibiotic resistance. While quats are linked to asthma, dermatitis, and allergies. Triclosan, triclocarban, quats, and nanosilver are all toxic to aquatic organisms. The data on antimicrobials in consumer products does not support their perceived health benefit.
- 4.2 Best Value – an assessment of the return that can be achieved based on the total life cycle cost of the item; may include an analysis of the functionality of the item; can use cost-benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.
- 4.3 Biobased - products that are composed in whole or in significant part, of biological products or renewable agricultural materials (including plant, animal and marine materials) or forestry materials.
- 4.4 Biodegradable - the ability of a substance to decompose in the natural environments into harmless raw materials.

- 4.5 Bisphenols - chemicals such as Bisphenol A (BPA), Bisphenol S (BPS), and Bisphenol F (BPF) that are widely used in polycarbonate plastics, epoxy resins, food packaging, and thermal receipt paper. Exposure to BPA has been linked to asthma, neurodevelopmental problems, obesity, type 2 diabetes, heart disease, decreased fertility, and prostate cancer. Some manufacturers have substituted BPA with BPS and BPF. These chemicals are less well-studied but appear to have similar health effects such as hormone-disruption.
- 4.6 Chlorofluorocarbons (CFCs) - any of a group of compounds that contain carbon, chlorine, fluorine, and sometimes hydrogen, which may be used as refrigerants, cleaning solvents, aerosol propellants, or in the manufacture of plastic foams.
- 4.7 Compostable – a product that can be placed into a composition of decaying biodegradable materials and eventually turn into a nutrient-rich material. It is synonymous with "biodegradable", except it is limited to solid materials (liquid products are not considered compostable).
- 4.8 Contractor - any person having a contract with the City.
- 4.9 Energy Efficient Product - a product that is in the upper 25 percent of energy efficiency for all similar products, or that is at least 10 percent more efficient than the minimum level meeting US federal government standards
- 4.10 Environmentally Preferable Products - goods and materials that have less of an adverse impact on human health and the environment when compared with competing goods and materials. This comparison shall be based on the Environmental Factors listed above and consider raw materials acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, and waste management of the good or material.
- 4.11 Environmentally Preferable Services - services that have a more beneficial or less adverse impact on human health and the environment when compared with competing services based on the Environmental Factors listed above.
- 4.12 Flame Retardants – chemicals that are added to products to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants.
- 4.13 Formal Solicitation - a City issued Invitation to Bid or Request for Proposal that must be submitted in a sealed envelope and in conformance with a prescribed format to be opened in public at a specified date and time. See also ITB and RFP.

- 4.14 Halogenated Flame Retardants – chemicals that contain chlorine or bromine bonded to carbon that are added to products to resist or inhibit the spread of fire. Also known as organohalogen flame retardants. Many of these chemicals have persistent, bioaccumulative and toxic properties. Some BFRs and CFRs are considered to be carcinogens, mutagens, reproductive and developmental toxicants, neurotoxicants, and endocrine disruptors.
- 4.15 Invitation to Bid (ITB) - a formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.
- 4.16 Life Cycle Cost (LCC) - the total cost of ownership over the lifespan of the asset. An analysis technique that takes into account operating, maintenance, the time value of money, disposal, and other associated costs of ownership as well as the residual value of the item.
- 4.17 Request for Proposal (RFP) - means a formal bid solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor/consultant in addition to price.
- 4.18 Per or Poly Fluoroalkyl Substances – chemicals sometimes referred to as PFCs or PFASs; including long- and short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers. These chemicals are commonly used in products for oil-, stain-, and water-repellent properties. They persist in the environment and have been found as ground and drinking water contaminants. Chemicals in this class have been linked to kidney and testicular cancer, elevated cholesterol, thyroid problems, and decreased fertility. They have been found in 98% of the U.S. population.
- 4.19 Persistent, Bioaccumulative, Toxic compounds (PBTs) - toxic chemicals that persist in the environment and increase in concentration through food chains as larger animals consume PBT-laden smaller animals. They are associated with a range of adverse human health effects, including effects on the nervous system, reproductive and developmental problems, cancer, and genetic impact. They include heavy metals and chemicals such as mercury, dioxins, and PCBs (polychlorinated biphenyls), as well as certain brominated and chlorinated flame retardants. They transfer rather easily among air, water, and land, and span boundaries of programs, geography, and generations. As a result, PBTs pose risks to human health and ecosystems.
- 4.20 Phthalates – are a class of chemicals that are added to some polyvinyl chloride (PVC) plastic products to make them more flexible. They are also

added to some glues, caulks, paints, personal care products, and air fresheners. Phthalates are endocrine disruptors. Exposure to these chemicals has been linked to asthma, certain cancers, neurotoxicity, reduced fertility in men, and male reproductive birth defects.

- 4.21 Vendor - any person or entity who offers goods for purchase or services for hire.
- 4.22 Volatile Organic Compounds (VOCs) - chemicals that readily evaporate and contribute to the formation of air pollution when released into the atmosphere. Many VOCs are classified as toxic and carcinogenic.
- 4.23 Water efficient - a product that is in the upper 25 percent of water efficiency for all similar products, or that is at least 10 percent more efficient than the minimum level meeting US federal government standards.



## Administrative Policies and Procedures

Policy Title: Grant Accounting and Administration	Policy Number: 508
Effective: 4/2016	
Supersedes: APR #508, revised 1/93, 8/07, 3/15	
Approval: <i>Tom Crawford</i>	Page 1 of 4

### 1. Purpose

To outline guidelines for the submittal of grant applications and the acceptance of grant awards (Federal, State or Local) or any non-grant Federal funding on behalf of the City.

### 2. Policy

The Accounting Services Unit maintains citywide grant information and grant and federal fund accounting to facilitate the annual audit and compliance with federal and state requirements.

### 3. Procedures

3.1 Application for Grants - When preparing an application for a grant or other Federal funding, contact the Accounting Services Unit for assistance in determining appropriate wording for the Council resolution, if applicable, as well as to discuss grant matches or other potential grant requirements.

3.1.1 In order to ensure the City's administrative expenses are met, no Federally- funded grant, either direct or pass-through, may be accepted for an amount under \$15,000. This is due to the expense the City incurs for the Federal government rules surrounding grants. If the grant is under \$15,000, the total City expense outweighs the benefit of the grant received.

- 3.1.2 In order to complete an application (even if your grant application is going to City Council), the requesting service unit should obtain approval by the Finance Director and the City Administrator, or designee, prior to final application for a grant. Attached is a standard form (Appendix A) that should be completed and provided to the Service Area Administrator to request Finance Director and City Administrator approval. For entitlement grants (grants where funds are awarded without a grant application process), fill out Appendix A upon notice of the grant award. For federal grants/funding administered through MDOT that generate a City-State agreement, fill out Appendix A and Appendix B when the agreement is added to the Council agenda.
- 3.2 Council Approval of the Award - For grants over \$25,000, the award and resolution must be placed on the Council agenda for approval. The resolution should be confirmed to authorize the acceptance and administration of the grant; provided the grant award and conditions are not substantially changed from the application. The resolution must also establish the appropriate accounts and appropriate any funds required. If the grant is for equipment or components of equipment (i.e. computers, vehicles, body armor, etc.), the Council resolution must include how the maintenance and replacement cost of equipment will be funded, if the equipment is expected to be replaced. Contact the Accounting Services Unit if assistance is necessary in preparing the resolution. Grants under \$25,000 will not require placement on the Council agenda, they will be covered under the Council approved blanket resolution giving preauthorization to apply, accept and administer grants under \$25,000 (R-07-452).
- 3.3 Internal Controls over Federal Grant Awards- After the grant is awarded, the service unit must schedule a meeting to review the grant award documentation with the Finance Director. In this meeting, the Finance Director, or designee, will review the Grant Project Checklist (see Appendix C) with the grant administrator. The Checklist gathers information prior to the grant being set up in the financial system or any procurement activities/other incurred direct costs. Periodically, throughout the life cycle of the grant, the Finance Director will meet with the grant administrator to ensure compliance with the grant agreement. Areas of internal controls that will be reviewed include:
- 3.3.1 Procurement as documented in APP204, *Purchase of Goods and Services*, and APP207, *Procurement Standards for Federal Grants*
- 3.3.2 Allowability of Costs-Documentation of costs charged to the grant must demonstrate the allowability under the grant agreement. Also, they must demonstrate allowability under City policy. The grant administrator is solely responsible for understanding the costs allowed under the grant. Please reference APP504, *Travel Policy*; APP506, *Special Event, Office Refreshments, and Performance Award Fringe Benefit Policy*; and APP512, *City Issued Purchasing Cards*.

- 3.3.3 Payroll and Fringes-Documentation of charges for payroll and fringes charged to the grant must demonstrate the work performed under the terms of the grant and reflect properly in the payroll system. Excel spreadsheets are not the appropriate mechanism to track time charged to a grant.
- 3.3.4 Cash Management- The City is a reimbursement only entity with respect to requesting Federal grant funds. Cash draws must be made timely in accordance with the grant agreement. Draws should be requested no later than 30 days after the end of the quarter. Every effort to complete fiscal year-end draws (quarter ending 6/30/20XX) as soon as possible after June 30th is appreciated. All draws must be reviewed by the Finance Director, or their designee, prior to requesting Federal money. The City Treasurer, or their designee, is the only authorized requestor of Federal grant reimbursement. No other City staff is authorized to draw down funds on behalf of the City. This includes funds drawn through the State of Michigan LARS system.
- 3.3.5 Indirect Costs-Under no circumstances, should the service unit apply for an indirect cost rate when applying for a grant, or accept reimbursement for indirect costs without discussing the implications with the Finance Director. As a general rule, the City does not receive reimbursement for indirect costs.
- 3.3.6 Authorization, Approvals and Documentation- For each transaction charged to the grant, the grant administrator is certifying the cost is allowable under the grant when the request for reimbursement is given to the Finance Director. Documentation to support the request must match the City's financial system and all related backup must be attached to the grant request including invoices, receipts, time and attendance reports and other related documentation.
- 3.3.7 Related Policies- Please review APP203, *Sale of Surplus Property*; APP503, *Retention of Financial Records*; APP515, *Debarment of Vendors of Federally Funded Grant Projects*; and APP516, *Fixed Assets*.

For more information on the Uniform Grant Guidance requirements, please visit:  
<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

- 3.4 Grant Award Information Required for the Annual Audit - The service area will provide the Accounting Services Unit with the following information (if applicable) (See *Appendix B* – for the *Summary of Grant Information* Form to attach with contract & resolution):
- Grant name and program description.
  - A copy of the grant application.
  - A copy of the resolution (Approval from Council), if grant is over \$25,000
    - Funding agency. (If the funding agency is a State agency, the Service Area

must note whether the funds are pass-through funds from the Federal government.)

- Catalog of Federal Domestic Assistance number, if grant award is Federal
- Grant number.
- Program amount requested.
- Service Area contact person (name, title, and phone-number).
- Financing Information
  - Appropriation Adjustment Form (after council approval)
  - Source of funds (grantor, amount)
  - Use of funds (object code of expenditure, amount)
  - Grant expiration (length of time account will be needed)
  - Relationship to other grants/projects

For example, if the Council approved a grant contract for a consultant study of land use at the Ann Arbor Airport, with total funding of \$100,000 (Federal grant, \$80,000; State grant, \$15,000; Airport Fund grant match from prior year unreserved retained earnings, \$5,000), see the financial information furnished to the Accounting Services Unit below:

<u>Source of Funds</u>	
Federal Funds	\$80,000
State grant	\$15,000
City Funds	<u>\$ 5,000</u>
Total	\$100,000
 <u>Use of Funds</u>	
Consultant services	<u>\$100,000</u>
Total	\$100,000

The originating Service Area in consultation with the Accounting Services Unit would then prepare an appropriation adjustment using specific general ledger account numbers.

- 3.5 Grant Close Out Documents - After the terms of the grant have been satisfied, all necessary documents to close out the grant shall be prepared on a timely basis. Copies of all grants close-out documents (final reports) should be provided to the Accounting Services Unit after the final reimbursement is requested.

## Appendix A

### Summary of Grant Application for City Administrator Review

Funding agency (if a State agency, it is also important to note if these are pass-through funds)

\_\_\_\_\_

Grant name and program description and Project Name/File Number (if applicable):

\_\_\_\_\_

\_\_\_\_\_

Program Award Amount: \$ \_\_\_\_\_

Service Area contact person (grant administrator) (name, title, phone #):

\_\_\_\_\_

Grant Application Questions:

	Yes	No	N/A
Does the grant require matching funds? If yes, how much? <input type="text"/>			
Does the grant require an appropriation adjustment from City Council?			
If the grant funds FTEs, is there a requirement to retain those employees for a certain period of time? If yes, how many years? <input type="text"/>			
If the grant funds capital outlay, is there a requirement to track the equipment for a certain number of years after the grant award? If yes, how many? <input type="text"/>			
If the grant has special reporting requirements, have those been discussed with Finance?			
If the grant has special banking requirements to receive funding, have those been discussed with the City Treasurer?			
Are there other commitments that the City will be making if this grant is awarded?			

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Approval: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Return Completed Form to the Finance Director after all approvals are obtained.

## Appendix B

### Summary of Grant Information

Funding agency (if a State agency, it is also important to note if these are pass-through funds)

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---

Grant name and program description and Project Name/File Number (if applicable):

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---

Catalog of Federal Domestic Assistance Number: \_\_\_\_\_

Grant Number: \_\_\_\_\_

Program Award Amount: \$ \_\_\_\_\_

Accounting information:

Fund number \_\_\_\_\_ Revenue Source Code \_\_\_\_\_

Agency \_\_\_\_\_ Organization \_\_\_\_\_

Object Codes \_\_\_\_\_

Expected expenditure amount \$ \_\_\_\_\_

Please attach copies of the following:

- grant application
- approved resolution
- grant award letter/contract
- grant closeout documents (if applicable)

Service Area contact person (name, title, phone #): \_\_\_\_\_

**Return Completed Form to the Finance Director.**

### Appendix C-Sample Grant Checklist

Service Unit: \_\_\_\_\_

Federal Agency Awarding Grant: \_\_\_\_\_

Grant Amount: \_\_\_\_\_

Project Name and File Number/GL Account: \_\_\_\_\_

#### General Questions

Are you a direct recipient or a pass-through entity? (200.330) \_\_\_\_\_

Are you passing through funding to other agencies? (200.331) \_\_\_\_\_

Have you received your Federal Award Identification Information? If so, provide a copy to the Finance Director. If not, obtain your information and bring it to the Finance Director.

Is your grant construction related? If yes, discuss specific construction requirements here. \_\_\_\_\_

Does your grant award include a grant match (200.306)? If so, how much and what is the source of the match? \_\_\_\_\_

Does your grant generate any program income (200.307)? \_\_\_\_\_

What is your period of performance (200.309)? \_\_\_\_\_

Does your grant involve the purchase of real property (200.311)? \_\_\_\_\_

Does your grant involve the purchase of equipment (200.313)? \_\_\_\_\_

Does your grant involve the purchase of supplies (200.314)? \_\_\_\_\_

Does your grant involve the purchase of intangible property (200.315)? \_\_\_\_\_

Does your grant allow for indirect costs (200.416)? \_\_\_\_\_

Does this Grantor Agency have specific additional requirements above Uniform Grant Guidance? If so, summarize here. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Procurement (200.318 to 200.326)

Prior to Bidding

- Notify Procurement that bid/proposal has Federal grant funding
- Does your Grantor agency require a review of your bid/proposal specifications? If so, date review was complete: \_\_\_\_\_
- Demonstrate bid avoids purchasing unnecessary or duplicative items
- Demonstrate consideration of intergovernmental procurement agreements
- Demonstrate consideration of Federal excess and surplus property
- Demonstrate compliance with the recycled/recovered content per the EPA guidelines
- Demonstrate steps were taken to contract with small and minority businesses, women's business enterprises, and labor surplus area firms
- Include Federal Funding Reference in project solicitation
- Include Required Bid and Contract Documents Packet in bid packet
- Demonstrate compliance with APP 207, ***Procurement Standards for Federal Grants***

During Project Bidding Process

- Bid advertisement date: \_\_\_\_\_
- Pre-bid meeting date (if applicable): \_\_\_\_\_
- Confirm no mandatory meetings were required

After Bid Opening

- Provide analysis to the Finance Director of economical purchases (i.e. lease vs. buy, consolidation of procurements, use of surplus property.)
- Provide the Finance Director with a copy of the bid tabulation/proposal scoring for grant file
- Date Conflict of Interest was received \_\_\_\_\_
- Provide the Finance Director evidence of review of Federal Debarment List located at [www.sam.gov](http://www.sam.gov) before contract award

Award Period

- Provide the Finance Director with a copy of the contract award letter and Council resolution.
- Provide the Finance Director with how contractor oversight will be maintained.

Provide the Finance Director with a copy of the Performance Bond (if required).

For Quarterly/Semi-Annual Financial Reporting, were your reports filed in a timely manner?  
(200.327) Dates filed: \_\_\_\_\_

For Annual Financial Reporting, was your report filed in a timely manner? (200.327) Date filed: \_\_\_\_\_

For monitoring and reporting program performance, were your reports filed at the interval required by the Grantor agency with 90 days after the reporting period? (200.328) \_\_\_\_\_

---

Submit a completed Reimbursement Request Form with the following information attached:

Copy of invoice

Copy of proof of payment

Any other relevant backup documentation (if applicable) or  N/A

Post-Award Closeout (200.343-200.345)

Closeout submitted within 90 days of the end of the performance period

**To be completed by the Finance Director in conjunction with the Grant Administrator.**

This Guide is intended to provide sample language for contract administrators when they are drafting resolutions. Legistar has templates that are to be used, which include the correct font and section titles. Legistar User Resources are available at A2 Central.

### Sample Contract Approval Resolution Titles

#### New Contract

Resolution to Approve an Agreement for [Name of Services] with [Legal Name of Entity] for [Name of Project, if applicable]. (\$[dollar amount that resolution authorizes]) (“\_\_\_ votes” [if different than simple majority])

**Commented [A1]:** Attach Proposed Contract, Amendment, Renewal, or Quote in Legistar. PDF’s of those documents may be public; Word versions should not.

**Commented [A2]:** Optional. If the resolution is related to a project, you can use and reference applicable RFP/ITB number.

**Commented [A3]:** Account for contingency and all renewal amounts needed.

#### Amendment

Resolution to Approve Amendment No. [#] of the Agreement for [Name of Services/Contract] with [Legal Name of Entity] for [Name of Project, if applicable]. (\$[dollar amount that resolution authorizes]) (“\_\_\_ votes” [if different than simple majority])

**Commented [A4]:** Optional. If the resolution is related to a project, you can use and reference applicable RFP/ITB number.

**Commented [A5]:** Account for contingency and all renewal amounts needed.

#### Renewal

Resolution to Approve the [First/Second/etc.] Renewal of Agreement for [Name of Services/Contract] with [Legal Name of Entity] for [Name of Project, if applicable]. (\$[dollar amount that resolution authorizes]) (“\_\_\_ votes” [if different than simple majority])

**Commented [A6]:** Optional. If the resolution is related to a project, you can use and reference applicable RFP/ITB number.

**Commented [A7]:** Account for contingency and any future renewal amounts needed.

#### Purchase Order

Resolution to Approve a Purchase Order for [Name of Goods] to [Legal Name of Entity]. (\$[dollar amount that resolution authorizes]) (“\_\_\_ votes” [if different than simple majority])

**Commented [A8]:** Account for contingency and purchases you seek to authorize.

#### Appropriation

Resolution to Appropriate Funds for [Goods or Services Description] [“Pursuant to [Name of Agreement]”]. (\$[dollar amount that resolution authorizes]) (8 Votes Required)

**Commented [A9]:** Appropriation of funds may be required for any of the above resolutions and so, in such cases, use this language appropriately in conjunction with the other title.

### Sample Contract Approval Resolution Memos

The attached resolution seeks approval of [enter contract description, based on title] in the amount of [\$\_\_\_], on behalf of the [service area/unit]. This [agreement/purchase/etc.] is presently needed because [enter reason]. [For amendments/renewals/change orders: "This [amendment/renewal/change order] is presently needed because the original Agreement, dated [enter date], which was approved by City Council on [date] pursuant to [resolution number], [explain need]." [If you are allowing renewals under the contract: "This agreement gives the [unit name] the option to renew the agreement for [#] addition [#] year[s] periods at a cost of [describe cost and any relevant escalators]].

[RFP/ITB/procurement information (what were the bids). Include RFP/ITB Number]

[Address other issues identified in APP 107].

[Name of Contractor] complies with the City's non-discrimination and living wage ordinances.

**Budget/Fiscal Impact:** [see APP 107; examples below]

[Sample of Budgeted/Approved: "Funds for this purchase/agreement have been budgeted and approved in the FY\_\_ [Budget Fund Name]."] [For future renewals/expenses: "Funds for [describe future expense] are planned to be budgeted in FY[#]."]

[Sample of Appropriation:

[Sample of Amendment: "The original Agreement was approved for \$[enter amount]. [Address any remaining amount needed to be paid under the original agreement, if applicable.] \$[Amount to be paid] ]

The [service area/unit] recommends [this purchase/approval of this \_\_\_].

### Sample Resolution Clauses

[Whereas, The City issued a [Request for Proposal or Invitation to Bid] [#\_\_\_], to identify contractors to [describe service/experience.];]

[Whereas, [# of firms] responded to the [RFP/ITB];]

Whereas, The attached [description/name] contract will allow the City to [benefit to City];

Whereas, Funding is available in the approved FY[##] [Budget Name] budget for this agreement;

[Whereas, The [Unit name] plans to budget sufficient funding for FY[##] – FY[##] in the [Name] budget;] and

Whereas... [Contractor] complies with the requirements of the City's Living Wage and Non-Discrimination ordinances.

[RESOLVED, That City Council approve the attached [contract name] with [contractor name] for [#] years in the amount of \$[#];

[RESOLVED, That City Council approve a purchase order with [contractor's legal name] for [describe good] in an amount of [total amount you want authorization for] to be expended over [#] years;]

RESOLVED, That the Mayor and City Clerk be authorized and directed to execute said agreement after approval as to substance by the City Administrator and approval as to form by the City Attorney;

[RESOLVED, That City Council appropriate [\$\_\_\_] in FY[##] from the [fund name] to the [fund name] for such contract;]

[RESOLVED, That the City Council approve a ten percent (10%) contingency to be expendable from [Fund Name], subject to City Administrator approval;]

[RESOLVED, That the amounts authorized herein may be used without regard to fiscal year;]

[RESOLVED, That the City Administrator be authorized to take all necessary actions to implement this resolution including execution of any authorized renewals and any changes or amendments that do not exceed the contingency amount;]

**Commented [A10]:** Use if you're relying on a purchase order and not using the contract clause (directly above).

**Commented [A11]:** Only for appropriations.

**Commented [A12]:** If the contract goes 1 penny over the authorized amount, you will have to go back to Council *unless* you have provided for a contingency in the resolution. We HIGHLY recommend that you provide for a contingency if you are not 100% sure you will not go over.



TRACKING SUCCESS

## COMMUNICATION OVERVIEW

**Selecting the communication type will redirect you to sample notifications.**

### Registration

Up to five registration communications will be sent.

For Unregistered Vendors, the first email communications received will be registration requests. The first communication is sent to the Vendor **immediately** upon myCOI Central receiving the request for communications to be sent. If the Vendor does not respond, additional requests will be sent **7, 14, and 30 days** after the first request. If there is no response, the Client will receive notification on **day 31**.

### Certificate Requests

Up to seven certificate request communications will be sent.

The first request for certificates is sent to the Agent **on the same day** the Agent's information is added to myCOI Central. If the Agent does not respond, additional requests will be sent **3, 7, and 14 days** after the first request. If there is no response, the Vendor will receive notifications on **days 10 and 20**. The Client will receive notification if there is no response **21 days** after the initial request is sent.

### Non-Compliant Notices

Up to eight certificate request communications will be sent.

The first request for certificates is sent to the Agent **on the same day** the compliance issue is detected. If the Agent does not respond, additional requests will be sent **3, 7, and 14 days** after the first request. If there is no response, the Vendor will receive notifications on **days 6, 10, and 20**. The Day 6 communication notifies the Vendor of the non-compliant status, and the communications on days 10 and 20 request that the Vendor contacts its Agent. The Client will receive notification that the Vendor's status has been finalized as Non-Compliant if there is no response **21 days** after the initial request is sent.

### Renewal Requests

Up to six certificate request communications will be sent to the Vendor and its Agent prior to a policy's expiration. If a renewal certificate is not received prior to expiration, up to 5 additional communications are sent, including a notice to the client.

The first request for renewal certificates is sent to the Agent **30 days** prior to the policy's expiration. If the Agent does not respond, additional requests will be sent **14 and 7 days** prior to expiration, **on the day** the policy expires, and **5 and 9 days** after expiration. If there is no response, the Vendor will receive notifications **14 and 3 days** prior to the policy's expiration as well as **10 and 20 days** after expiration. The Client will receive notification if no renewals have been received **on the day after the policy expires**.

### Quarterly Tracking Requests (Optional)

This optional service will send a notification to the agent **every 90 days** to confirm that coverage has not been cancelled or diminished.

## Sample Registration Request



**Smith & Co.**

**Please Register Today!**



**Caplinger's Closet has requested that you join their online certificate of insurance tracking portal.**

To register, please click the link below. If you have already signed up for a company other than Caplinger's Closet, you may use the same username/password.

[Click Here to Register!](#)

You are receiving this message because your contract with Caplinger's Closet requires that you submit a Certificate of Insurance. Caplinger's Closet is using this system to make the process more efficient for all people involved, including you.

### **Account Setup**

To register, all you need is an internet connection and less than 5 minutes. During registration, all of your insurance agent(s) contact information will be collected.

Agent Information Required:

- Name
- Address
- Phone Number
- Email Address

### **Benefits to You**

- Certificates of insurance are collected directly from your insurance agent so that you are able to use the time you would otherwise be spending managing certificates focusing on your business.
- If your agent does not submit a compliant certificate in a timely manner, you will be notified.

### **Further Questions**

You may visit our [Knowledge Base](#) to view frequently asked questions and other support articles. If you have a specific question, please email or call us using the contact information below.

Thank you for your participation,  
Jennifer Caplinger  
CEO

myCOI | [www.mycoitracking.com](http://www.mycoitracking.com)

(317) 759-9426

[support@myCOItracking.com](mailto:support@myCOItracking.com)

If you cannot click on the "Click Here to Register" link above, copy and paste this link into your internet browsers address bar:

<http://demo2.mycoionline.com/Communication/VendorRegistration.aspx?code=8493ca8196f2494a96a1be5e01542a68>



**Requests are sent to the Vendor on:**

- Day 0
- Day 7
- Day 14
- Day 30

**Notification is sent to the Client if the Vendor has not registered on:**

- Day 31

SAMPLE 1 Request to Agent- Please Visit the Agent Portal



## Certificate Request

Hi **Sample**,

Certificate(s) of Insurance are needed for your insured, **ABC, Inc.**

Please access the myCOI Portal using the button below to view the certificate holder, insurance requirements, and submit the required certificates.

[Go to Portal](#)

**Thank you for your assistance,**  
myCOI Care Team

myCOI | [www.mycoitracking.com](http://www.mycoitracking.com)  
 [\(888\) 692-6448 ext 105](tel:(888)692-6448)  
[support@myCOItracking.com](mailto:support@myCOItracking.com)



SAMPLE 2 Notice to Vendor- No Response from Agent

Requests are sent to the Agent on:

- Day 0
- Day 3
- Day 7
- Day 14

Notification is sent to the Vendor if the Agent has not responded on:

- Day 10
- Day 20

Notification is sent to the Client if no response has been received by:

- Day 21



## Sample Company Certificates of Insurance Requires your Attention

We have not yet heard from your Agent **Bob Smith** in response to our Certificate of Insurance Requests for **Sample Company**.

**Bob Smith** has not yet responded to the request(s) for a Certificate of Insurance. To help resolve this matter, please call the agent(s) and ask them to respond to the certificate request(s) sent to [gareyconst@comcast.net](mailto:gareyconst@comcast.net). The request(s) would have been sent from [CertificateRequest@myCOIsolution.com](mailto:CertificateRequest@myCOIsolution.com). Thank you!

Additionally, you or your Insurance Agents may contact our Customer Support Team at [support@myCOItracking.com](mailto:support@myCOItracking.com) or [888-692-6448 ext. 105](tel:888-692-6448) and we will provide further assistance.

### Overview:

DIVISION:  
**Sample Division**

DIVISION INSURANCE SET:  
**Standard**

CERTIFICATE HOLDER:  
**ABC Inc.**

To review and/or update your insurance agent's information, please log in by clicking the link below and with the username and password you created during registration.

[Click here to log in to myCOI!](#)

Sample Non-Compliant Notice

SAMPLE 1 Non-Compliant Email Notice to Agent



**Non-Compliant Certificate(s)**

Hi Bob Smith,

Thank you for uploading the requested Certificate(s) of Insurance and/or endorsements for your insured, Sample Inc. However, all of the contractual requirements have not been met.

Please click the button below to view the insurance requirements, non-compliant notes, and upload the revised documents.

[Go to Portal](#)

Thank you for your assistance,

myCOI Care Team  
[www.mycoitracking.com](http://www.mycoitracking.com)  
 (888) 692-6448 ext 105  
[support@mycoitracking.com](mailto:support@mycoitracking.com)

powered by  
  
[www.myCOITracking.com](http://www.myCOITracking.com)

Requests are sent to the Agent on:

- Day 0
- Day 3
- Day 7
- Day 14

Notification is sent to the Vendor if the Agent has not registered on:

- Day 6
- Day 10
- Day 20

Notification is sent to the Client if no response has been received by:

- Day 21

ACORD, CERTIFICATE OF LIABILITY INSURANCE				DATE PREPARED	
<b>PRODUCER</b> Ryan Kitz Agency Inc 1234 Main Street Indianapolis, IN 46250		<b>INSURERS AFFORDING COVERAGE</b>		2/27/2010	
<b>INSURED</b> The Heiser Co 9074 E. 71st Indianapolis, IN 46052		Insurer # 1 Insurer # 2 Insurer # 3 Insurer # 4		NAIC #	
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE POLICIES APPLICABLE TO THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ASSUMED LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRES DATE	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> XCU NOT APPLIED <input type="checkbox"/> BOVA APPLICABLE (MARK APPLICABLE PER POLICY)	GL262800-01	2/12/2010	2/2/2011	BODILY INJURY \$ 1,000,000 PROPERTY DAMAGE \$ 500,000 PRODUCTS/COMPLETED OPERATIONS \$ 1,000,000 GENERAL AGENTS \$ 1,000,000 PRODUCTS/COMPLETED OPERATIONS \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO AUTO <input type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> HIREN/AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO		2/12/2010	2/12/2011	COMBINED SINGLE-AUT (EXCESS) \$ 1,000,000 BODILY INJURY \$ PROPERTY DAMAGE \$ AUTOMOBILE LIABILITY \$ AUTOMOBILE LIABILITY \$ AUTOMOBILE LIABILITY \$
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> OCCUP <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CONTRACTILE <input checked="" type="checkbox"/> RETROACTIVE	UM7272101-029	2/12/2010	2/12/2011	PROFESSIONAL LIABILITY \$ 1,000,000 ADVISORY \$ 1,000,000
	<input type="checkbox"/> BONDING & GUARANTEE AND EMPLOYER LIABILITY <input type="checkbox"/> ANY POLICYFORM (IF APPLICABLE) EXCEPT UNDERWRITING POLICYFORM <input type="checkbox"/> FIDELITY-BONDING <input type="checkbox"/> OTHER	WC26117-01112	2/12/2010	2/12/2011	<input checked="" type="checkbox"/> FIDELITY-BONDING <input type="checkbox"/> FIDELITY-BONDING <input type="checkbox"/> FIDELITY-BONDING \$ 1,000,000 <input type="checkbox"/> FIDELITY-BONDING \$ 1,000,000 <input type="checkbox"/> FIDELITY-BONDING \$ 5,000,000
RESUME OF INFORMATION (LOCATION) / VEHICLES EXCLUDED BY ENDORSEMENT (SPECIAL PROVISIONS) Uptown Bridge 0741. GL policy does not exclude Explosion, Collapse and Underground Coverage. Grant Construction Co are insured additional insured per attached CG2010 10 01 and CG 2037 10 01. Additional insured coverage applies to the General Liability, Automobile Liability, Umbrella/Excess Policy. General liability is Primary and Non-Contributory					

The previously submitted certificate will be attached with mark-ups indicating non-compliant areas.

SAMPLE 2 Non-Compliant Email Notice to Vendor



**Acme Gutters LLC**

**Certificates of insurance on file for Smith Company, LLC needs your attention.**

There are unresolved non-compliant matters for your certificate of insurance that is on file for Smith Company, LLC.

To help resolve this matter, please call your agent(s) to discuss resolution of the non-compliant items below. Thank you!

**Sarah Peterson**

- These are the non-compliant notes.
- Thing 1

Additionally, you or your insurance agents may contact us using the contact information below and we will provide further assistance.

**Overview:**

DIVISION:  
#1062-Retail  
DIVISION INSURANCE SET:  
Phase 2

ACORD, CERTIFICATE OF LIABILITY INSURANCE							DATE PREPARED 2/27/2010
<b>PRODUCER</b> Ryan Kilo Agency Inc 1234 Main Street Indianapolis, IN 46250				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURER</b> The Hersh Co 9074 E 71st Indianapolis, IN 46952				<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
				INSURER A INSURER B INSURER C INSURER D INSURER E	Indiana Insurance [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERMISSIBLE ENDORSEMENT APPLICABLE BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ADDITIONAL LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.							
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	AMOUNT	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUP <input checked="" type="checkbox"/> XCU not excluded BEST AGREEMENT LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> SEC	GL262800-01	2/12/2010	2/2/2011		AUTO COLLISION \$ 1,000,000 BODILY INJURY \$ 500,000 PRODUCTS & COMPOUNDS \$ 5,000 PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPOUND \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO AUTO <input type="checkbox"/> ALL OCCASIONS <input type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> HIRE & TITS <input checked="" type="checkbox"/> NON-IMMEDIATE	[REDACTED]	2/12/2010	2/12/2011		COMBINED SINGLE AUT \$ 1,000,000 BODILY INJURY \$ BODILY INJURY \$ PROPERTY DAMAGE \$	
	<input type="checkbox"/> BARNES LIABILITY <input type="checkbox"/> AUTO AUTO					AUTOMOBILE ACCIDENT \$ OTHER THAN BARNES \$ AUTOMOBILE \$	
A	<input checked="" type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> OCCUP <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> RETIREES	UM7272101-025	2/12/2010	2/12/2011		AUTO COLLISION \$ 1,000,000 BODILY INJURY \$ 500,000	
	<input checked="" type="checkbox"/> EMPLOYERS CONTRIBUTION AND EMPLOYERS LIABILITY BY EMPLOYER CONTRIBUTION EXCLUDES (1) CONTRACTOR (2) CONTRACTOR (3) SPECIAL PROFESSIONAL OTHER	WC08117-01112	2/12/2010	2/12/2011		<input checked="" type="checkbox"/> CONTRACTOR \$ 1,000,000 (1) BARNES \$ 1,000,000 (2) BARNES \$ 1,000,000	
DESCRIPTION OF OPERATIONS: LOCKSMITH VEHICLES/VEHICLES/VEHICLES/VEHICLES/VEHICLES/VEHICLES/VEHICLES Uptown Bridge 0741. GL policy does not exclude Explosion, Collapse and Underground Coverage. Grant Construction Co are firms additional insured per attached CG2010 10 01 and CG 2037 10 01. Additional insured coverage applies to the General Liability, Automobile Liability, Umbrella/Excess Policy. General liability is Primary and Non-Contributory							

## Renewal Requests



### **A Policy Is Expiring Tomorrow**

Hi Doug Martin,

Our records indicate that one or more of your insurance policies are expiring tomorrow. Please upload the requested renewal Certificate(s) of Insurance for Smith Company, LLC. If you will not be writing the renewal policies, please update this through the portal.

Please access the myCOI Portal using the button below to view and submit the requested certificates.

[Go to Portal](#)

**Thank you for your assistance,**

myCOI Care Team

myCOI | [www.mycoitracking.com](http://www.mycoitracking.com)

(317) 759-9426

[support@myCOItracking.com](mailto:support@myCOItracking.com)

[Terms of Use](#)

| [Privacy Policy](#)

#### **Requests are sent to the Agent:**

- 30 Days
- 14 Days
- 7 Days
- 0 Days

**prior to policy expiration AND**

- 5 Days
- 9 Days

**after expiration.**

**Notification is sent to the Vendor if the Agent has not responded:**

- 14 Days
- 3 Days

**prior to policy expiration AND**

- 10 Days
- 20 Days

**after expiration.**

**Notification is sent to the Client if no response has been received the day after the policy expires.**

## Quarterly Tracking (Optional)

Requests are sent to the agent every 90 days after the compliance determination is finalized.

### **Please Confirm That Policies Are Still Active**

Hi Kristen Peterson,

Please confirm that all policies previously submitted are still active and no material change has taken place. Our client, Smith Company, LLC, has requested us to confirm with you that all policies are still active.

You may review your previously uploaded certificates of insurance using the button below to access the myCOI Portal. Then complete one of the following actions in the portal:

- If all the policy(s) listed are still active, click the **Confirm Policies** button. There is no need to re-upload any certificates.
- If you no longer provide coverage for any of the policy(s) listed, click the **Report Cancellation** button and select the policy lines you no longer cover.

[Go to Portal](#)

**Thank you for your assistance,**

Smith Company, LLC | [www.smithcompanyllc.com](http://www.smithcompanyllc.com)

(888) 555-1234 ext 12

[smithcompanyllc@gmail.com](mailto:smithcompanyllc@gmail.com)

[Terms of Use](#)

| [Privacy Policy](#)

Powered By  
**myCOI**

## Agent Portal Requests

Initial certificate requests, non-compliant notices, renewal and quarterly tracking requests are also sent to Agents via the Agent Portal.

The image displays the myCOI Agent Portal interface. On the left, a sidebar shows a list of request categories: Open Requests (5), Renewal Certificate Request (2), Non-compliant Request (1), Policy Confirmation Needed (1), Pending Review (7), Compliant (1), and No Action Required. The main content area shows a 'Renewal Certificate Request (2)' notification with a 'View Requirements' button highlighted in red. Below this, a detailed 'Insurance Requirements' window is open, displaying 'CONTRACTUAL INSURANCE REQUIREMENTS' for 'ABC Company, Inc.'. The window includes a table with columns for 'POLICY LINE', 'POLICY LIMITS REQUIRED BY CONTRACT', and 'OTHER CONTRACTUAL REQUIREMENTS'. The table lists various policy lines such as 'GENERAL LIABILITY', 'AUTOMOBILE LIABILITY', and 'WORKERS COMPENSATION', along with their respective limits and requirements. On the right side of the portal, a 'Demo Account' section shows 'Training - 345 ABC Company, Inc.' and a 'Renewal Certificate Request' notification with a 'View Requirements' button highlighted in red. Below this, a 'NON-COMPLIANT NOTES' section lists requirements for General Liability, and a 'REQUIRED FORMS' section lists specific forms like 'CG 2037 07 04' and 'CG 2010 07 04'. A 'PREVIOUSLY SUBMITTED DOCUMENTS' section shows an uploaded 'ABC Company Certificate of Insurance.pdf'.

# HOW TO FIND A VENDOR'S INSURANCE CONTACT

Step 1. Under the “**Dashboard**” tab on the main page, go to the “**Vendor Search**” section. Type in the vendor’s name (or a portion of the name).

Vendor Search <span style="float: right;">Show Inactive</span>									
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z All									
Company Name	Division	Insurance Set	Earliest Policy Expiration Date	Expired Policy(s)	Status	Coverage Confirmation	ID #2	ID #3	Action
Ann Arbor									
<a href="#">Ann Arbor Public Schools - Eberbach Cultural Arts Building Lease</a>	<a href="#">Contracts - City Attorney's Office</a>	<a href="#">General Services Agreements</a>	3/01/2019		Compliant		Parks and Recreation		<a href="#">i</a>
<a href="#">Ann Arbor Public Schools - Joint Recreation Programs</a>	<a href="#">Contracts - City Attorney's Office</a>	<a href="#">General Services Agreements</a>	3/01/2019		Compliant		Parks and Recreation		<a href="#">i</a>
<a href="#">Ann Arbor Public Schools - Polling Place</a>	<a href="#">Contracts - City Attorney's Office</a>	<a href="#">General Services Agreements</a>	3/01/2019		Compliant		Clerk		<a href="#">i</a>
<a href="#">Ann Arbor Rowing Club - Bandemer Park Lease</a>	<a href="#">Contracts - City Attorney's Office</a>	<a href="#">General Services Agreements</a>	9/23/2018		Compliant		Parks and Recreation		<a href="#">i</a>
<a href="#">Ann Arbor Spark - Economic Development Services</a>	<a href="#">Contracts - City Attorney's Office</a>	<a href="#">Professional Services Agreements - Auto Only</a>	10/15/2018		Compliant		City Administrator		<a href="#">i</a>

Page size: 5      12 items in 3 pages

Step 2. Click on vendor/assignment.



# Details for Contracts - City Attorney's Office

Checkout Division

- Division Settings
- Division Insurance
- Division Insurance Sets
  - General Services Agreements
  - Construction Agreements
  - Professional Services Agreements
    - Insurance
    - Vendors
      - Ann Arbor Spark
        - Insurance
      - BNY Mellon - Inv
      - Bodman PLC - G
      - Butzel Long, A Pr
      - Butzel Long, A Pr
      - CDW Governmer
      - Cogsdale Corp. -
      - Community Actio
      - CompOne Admir
      - DLZ Michigan, In
      - Dykema Gossett
      - Dykema Gossett
      - Dykema Gossett
      - Dykema Gossett
      - Ecology Center -
      - Fishbeck, Thomp

## Vendor Information for Ann Arbor Spark



Step 3. Click the icon.

Division: **Contracts - City Attorney's Office**  
 Insurance Set: **Professional Services Agreements - Auto Only**  
 Current Status: **Finalized - Compliant**

CONTRACT ID: Economic Development Services    ID #2: City Administrator    ID #3:

[View Sample Certificate](#)    [View Certificates](#)

Override Requests			
Date	Request	Response	Action
6/13/2018	Agent advised professional liability carrier does not offer a 30 day notice of cancellation endorsement, is this acceptable to waive?	Yes.	Replied

Page size: 5    1 items in 1 pages

[Vendor Documents](#)

Agent Notes				
Agent Name	Policy Lines	Notes	Expired	Confirmation Overdue
Chanell Jones	<ul style="list-style-type: none"> <li>• General Liability</li> <li>• Automobile Liability</li> <li>• Umbrella/Excess</li> <li>• Professional Liability</li> </ul>	<b>Document last uploaded: 6/5/2018</b>		
Paychex - Any Agent	<ul style="list-style-type: none"> <li>• Workers Compensation</li> </ul>	<b>Document last uploaded: 7/3/2018</b>		



# Vendor Information for Ann Arbor Spark

Division: Contracts - City Attorney's Office  
Insurance Set: Professional Services Agreements - Auto Only  
Current Status: Finalized - Compliant

CONTRACT ID: Economic Development Services  
ID #2: City Administrator

[View Sample Certificate](#) [View Certificates](#)

## Override Requests

Date	Request	Response
6/13/2018	Agent advised professional liability carrier does not offer a 30 day notice of cancellation endorsement, is this acceptable to waive?	Yes.

Page size: 5 1 items in 1 pages

[Vendor Documents](#)

## Agent Notes

### Vendor Contact Information

#### Contact Information

Liz Perpich  
201 South Division Street, Suite 430  
Ann Arbor, MI 48104  
(734) 527-9167  
liz@annanrborusa.org

[Close](#)



Step 4. Vendor's insurance point of contact.





# Vendor Information for Hylant Group, Inc.



Division: Contracts - City Attorney's Office

Insurance Selection: Auto with Additional Insured

Current Status: **Non-Compliant - In Progress**

#1. Vendor's status.

CONTRACT ID	ID #2	ID #3
Insurance Brokerage Services and	Treasurer	

[View Sample Certificate](#) [View Certificates](#)

#2. Check to see if COI's/endorsements are uploaded.

### Override Requests

Date	Request	Response	Action
6/17/2018	Professional liability has a \$500K self-insured retention, is this acceptable?	Yes - that's acceptable.	Replied

Page size: 5 | 1 items in 1 pages

#5. To see what the COI should look like.

Vendor Documents

### Agent Notes

Agent Name	Policy Lines	Notes	Required	Overdue
Deborah Neff	<ul style="list-style-type: none"><li>General Liability</li><li>Automobile Liability</li><li>Umbrella/Excess</li><li>Workers Compensation</li><li>Professional Liability</li></ul>	<p><b>Document last uploaded:</b> 6/22/2018</p> <p><b>Notes last updated:</b> 7/16/2018</p> <p><b>General Liability</b></p> <ul style="list-style-type: none"><li>Must provide a copy of the 30 day notice of cancellation endorsement in addition to the certificate.</li></ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#4. Agent notes will tell you what myCOI needs to deem insurance is "compliant."

### Communication Tracking

Number of communications for this assignment: 30

Recipient	Recipient Type	Comm Type	Date Sent	Message
Deborah Neff	Insurance Agent		7/17/2018	Policy Endorsement(s) Request

Per Betsy, ok to override the following: Additional Coverage Professional Liability. Must provide a copy of the 30 day

#3. Communication tracking will tell you if insurer is responding.





TRACKING SUCCESS

# UPLOADING A CERTIFICATE

This tutorial is for uploading certificates for registered Vendors. You will also have the option to upload certificates for new and unregistered Vendors when you register on their behalf. Please see the "Registering a Vendor" tutorial for further information.

If myCOI is performing lease extractions for your organization, certificates should not be uploaded but should be submitted to myCOI with a copy of the lease.

Any certificates you are not comfortable uploading on your own should be sent to: [certificates@mycoitracking.com](mailto:certificates@mycoitracking.com).

1 From the Dashboard, scroll down to the "Vendor Search" section. \*

Company Name	Division	Insurance Set	Earliest Policy Expiration Date	Expired Policy(s)	Status	ID #2	ID #3	Action
[One More Time]	Vicksburg Business Center	Vendors			Undecided - In Progress			
[Sample]	Vicksburg Business Center	Tenants			Undecided - In Progress			
[The DJ Company]	Vicksburg Business Center	Vendors			Undecided - In Progress			
Big Roy's	Vicksburg Business Center	Vendors			Undecided - In Progress	Fund 5	Fund 5	
cbd	Vicksburg Business Center	Vendors			Undecided - In Progress			

2 Use the search field to locate the Vendor for whom you wish to upload a certificate.

3 Select the blue icon, located in the far right column, for the Vendor. This will take you to the "Vendor Information" Page

★ Before proceeding, it is helpful to check the Vendors status. Documents cannot be loaded for unregistered parties.

## Vendor Information for [Sample]

Division: Vicksburg Business Center  
Insurance Set: Tenants  
Current Status: Undecided - In Progress

CONTRACT ID  ID #2  ID #3

4 Select "View Certificates".

\*Please note, the term "Vendor" is a generic term used by myCOI to refer to entities whose certificates are to be tracked. Depending on your organization, this general term may include Vendors, Tenants, Contractors, etc.

Document: Blank COI Form.pdf (02/25/17 05:25 PM)

- [Sample] Insurance Certificate- GL Auto XS.pdf (05/10/17 11:20 AM)
- Blank COI Form.pdf (02/25/17 05:25 PM)

Form: Liability Certificate of Insurance

Form Title: Liability Certificate of Insurance

Caplinger's Closet / [Sample] / Tenants / Vicksburg Business Center

Click here to upload a document!

NEW



**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
		NAIC #

**5** Prior to uploading, review the document list to ensure the certificate has not already been submitted. Existing documents can also be reviewed to confirm producer information and help you ensure you are attaching any new certificates to the correct Agent. Additionally, if the certificate you are uploading appears to be the same as one that is already on file, use the certificate dates to determine whether yours is an updated version.

If there is any question as to whether the certificate should be uploaded, do not hesitate to contact myCOI for assistance. Any certificates you are not comfortable uploading on your own should be sent to: [certificates@mycoitracking.com](mailto:certificates@mycoitracking.com).

Once you have confirmed that the certificate should be uploaded, select the "Upload" button.

**6** The “Select an Insurance Contact” screen will pop up. If the Vendor works with multiple agents, it is crucial that the agent listed on the certificate you are uploading matched the agent you select on this screen. If the Agent and Policy type do not match any of the options provided on this screen, please do not upload the certificate. Instead, the certificate should be sent to: [certificates@mycoitracking.com](mailto:certificates@mycoitracking.com).

**7** Select “Upload Document(s)”. The “Upload Insurance Certificates” screen will pop up and allow you to either drag and drop files or add files from your file tree. If the Vendor is assigned to multiple divisions, you can also select the divisions to which the certificate correctly applies.

**8** If you want to add any additional information, this can be done in the “Notes” field. Select “Submit”.

The final screen will show you a confirmation of the documents that have uploaded or are in the process of uploading. Per the notice at the bottom of the screen, it may take some time for the document to appear. If your document does not load after a few minutes, try refreshing your browser.

If you are still experiencing issues, please do not make multiple attempts to upload the documents. Please contact your myCOI client success manager.

**Uploading Certificates**  
Sally Broker

[Sample] Insurance Certificate- GL Auto XS.pdf Error

Overall upload progress

**NOTICE !**  
Your document(s) have been uploaded and submitted for electronic processing. It may take a few minutes for the document(s) to appear. If you do not see your document(s) right away, please refrain from uploading additional copies.

Upload More I'm finished

9 If no additional documents need to be uploaded for the Vendor, select "I'm Finished".

If you need to upload any additional documents, such as certificates that need to be attached to another agent, select "Upload More".

**[SAMPLE EMAIL TO CONTRACTOR/VENDOR REQUESTING myCOI INFORMATION]**

RE: Insurance Information - [Contract Name – e.g., Master Services and Purchasing Agreement]

Good afternoon,

The proposed agreement between your company and the City requires your company to carry certain levels of insurance. The City uses a third party (myCOI) to review and track proof of insurance. For the City to open a myCOI assignment, we need some information from you (noted below). Once we have opened the assignment, myCOI will work directly with your insurance agent (unless you request that they deal directly with you) to obtain proof of adequate insurance and ensure adequate insurance is maintained throughout the agreement. Please note that the required insurance is established in the proposed contract with the City – myCOI is merely checking to ensure the requirements are met and maintained.

Please provide the information as soon as possible so that the insurance review process can begin. The City will not execute the proposed agreement unless and until myCOI deems your insurance “compliant.”

Required Information:

1. A current certificate of insurance (“COI”) for *all required policies* (e.g., commercial general liability, professional/errors and omissions, auto, worker’s compensation, and umbrella) with your **insurance agent’s email address** listed.
2. Please note whom at your company (name, phone number, and email address) should receive communications from myCOI.
3. Do you or your insurance agent have any objection to myCOI dealing directly with your insurance agent? If so, we can request that myCOI deal directly with you/your company but, please note, this will be more time consuming for you/your company as you will be the go-between.

Many thanks. If you have questions about myCOI, you can reach them at [support@myCOItracking.com](mailto:support@myCOItracking.com) or at 317-759-9426 (ext. 105).

Sincerely,

[Contract Administrator’s Name and Title]

**ATTACHMENT B  
LEGAL STATUS OF OFFEROR**

(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.

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

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

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

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

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

Email \_\_\_\_\_



**ATTACHMENT D  
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 an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

*Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here  No. of employees*

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.91/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.51/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

**Check the applicable box below which applies to your workforce**

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

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

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Phone/Email address



## 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:

Conflict of Interest Disclosure*	
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/> <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.

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:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**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/humanrights](http://www.a2gov.org/humanrights).

**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 believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 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 allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**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.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

## ATTACHMENT G

### CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2020 - ENDING APRIL 29, 2021**

**\$13.91 per hour**

If the employer provides health care benefits\*

**\$15.51 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:*

(2020 PSA Auto AI over \$25,000 Rev. 1)

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and \_\_\_\_\_ ("Contractor"), a(n) \_\_\_\_\_, with its address at \_\_\_\_\_ (State where organized) \_\_\_\_\_ (Partnership, Sole Proprietorship, or Corporation). City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**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**

Contractor shall commence performance on \_\_\_\_\_, 20\_\_ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

**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 compensation 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- 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.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### **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 Article 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, etc.) 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 from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; 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. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
  
- B. Any insurance provider of Contractor shall be 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-authorized 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 (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. 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 person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

#### **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 below 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:



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 Exhibits A, B, and C, 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.

#### **XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

#### **XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CONTRACTOR**

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

Its

Date: \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

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

Date: \_\_\_\_\_

**Approved as to substance**

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

\_\_\_\_\_  
Tom Crawford, City 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**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that 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 Project General Aggregate  
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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 and A.4 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 for any insurance listed herein.
- 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 and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may 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. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.