

**REQUEST FOR PROPOSAL
RFP 848**

**FOUNTAIN BEVERAGE, COLD BEVERAGE VENDING, AND OVER
THE COUNTER COLD BEVERAGE CONCESSION FOR VARIOUS CITY
OF ANN ARBOR PARKS AND RECREATION FACILITIES**



Proposal Due Date: February 22, 2013 by 10:00 AM

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

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**SECTION I
INSTRUCTION TO BIDDERS**

A. OBJECTIVE

The City is soliciting proposals based on the criteria stated in the Request for Proposal for the provision of sales & vending services with all of the following three components:

1. the exclusive product line sales of fountain beverages at City-selected City of Ann Arbor park and recreation facilities;
2. the installation and maintenance of Contractor-owned and exclusively operated cold beverage vending machines in City-selected City of Ann Arbor park and recreation facilities; and
3. the exclusive product line sales of over the counter or cooler sales of all cold beverages at City-selected City of Ann Arbor park and recreation facilities.

B. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on Friday, February 8, 2013 at 10am at the Gallup Park Meeting Room, 3000 Fuller Road, Ann Arbor. The purpose of this meeting is to discuss the project, answer any questions concerning the RFP and to walk through the facilities and/or otherwise discuss the City-selected park locations. It is strongly suggested that each interested party attend this meeting.

C. TERM

The purpose of this Request for Proposal (RFP) is to select a vendor or vendors to provide professional services for beverage concessions for either a three (3) year or five (5) year contract.

D. QUESTIONS

The RFP is issued by the City of Ann Arbor, Procurement Unit. All questions regarding this bid process must be addressed to Procurement Unit via email LNewton@a2gov.org.

Questions regarding proposal content may be directed to Jeff Straw, Parks & Recreation Services Deputy Manager, via email jstrawa2gov.org.

Question deadline shall be February 13, 2013 by 5pm.

E. PROPOSAL REQUIREMENTS

To be considered, each vendor must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the submitter.

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

Bidders must submit two (2) copies of the Proposal fees in a separate sealed envelope.

F. SELECTION CRITERIA

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

At the initial evaluation, the fee proposals will not be reviewed. The fee proposal will only be opened for the top scored vendors. After initial evaluation, the City will determine which, if any, vendors will be interviewed.

G. CHANGES IN THE RFP

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

H. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to A2gov.org and MITN.info and it shall be the bidder's responsibility to ensure they have received all addendums before submitting a bid. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

I. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **February 22, 2013 by 10:00 am (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Proposal, (5) five additional Proposal copies and two (2) copies of the Proposal Fee in a separate sealed envelope contained within the bidders sealed proposal. Proposal submitted must be clearly marked: **RFP 848 Beverage Concession for Parks & Recreation Facilities, Bidders name and address. Proposals must be addressed and delivered to:**

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

Hand delivered Proposals should be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday.

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

J. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included in Section IV. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. **The City will not entertain changes to the standard Professional Services Agreement.**

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

K. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

L. INTERVIEW

The City has the right to request interviews with selected vendors when necessary. The selected vendors will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Proposer, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

M. SCHEDULE

The City has defined the following schedule in regards to this procurement.

Activity/Event	Anticipated Date
Proposal Due Date and Bid Opening	February 22, 2013 by 10:00am
Interview (as needed)	February 25-March 1, 2013
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	March 8, 2013
City Council Authorization of PSA	April 2013

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

GENERAL TERMS AND CONDITIONS

A. DISCLOSURES

All information in a submitter's Proposal is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

B. PROPOSAL PROTEST

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

C. INDEMNIFICATION

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Vendor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Vendor or anyone acting on the Vendor's behalf under this contract. Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

D. DEBARMENT

Submission of a Proposal in response to this RFP is certification that the Bidder 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.

E. INSURANCE

All required insurances shall conform to the requirements listed below. Vendor must kept insurance current for the term of the contract.

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 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 each occurrence as respect to Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. Umbrella/Excess Liability Insurance shall be provided to apply 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.
 - a. Insurance required under Section A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Vendor agrees to waive any right of recovery by its insurer against the City.
 - b. In the case of all Contracts involving on-site work, the Vendor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Vendor supplies a copy of the endorsements required on the policies. Upon request, the Vendor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverage expires by their terms during the term of this Contract, the Vendor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
 - c. Any Insurance provider of Vendor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a minimum Financial Size Category of "V". Insurance policies and

certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

F. INVOICING

All invoices shall be issued to City of Ann Arbor at address indicated on purchase order. Invoices shall be itemized based on scope of work provided.

G. CHOICE OF LAW

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Vendor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

H. TERMINATION FOR CAUSE

In the event the Vendor fails, at any time, to comply with, fully perform strictly adhere to any covenant, condition or representation contained within the Contract, all requirements contained within the RFP and the Vendor's Proposal, whether it be performed by the Vendor, its agents, or employees, 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 receipt of such notice the City shall have the right to terminate immediately without the requirement of a further notice.

I. TERMINATION FOR CONVENIENCE

Notwithstanding the above, the City, on at least thirty (30) days advance notice to the Vendor, may terminate the contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Vendor except the obligation to pay for services actually performed under the Contract before the termination date.

J. TERMINATION FOR NON APPROPRIATIONS

In the event that public funds are unavailable and not appropriated for the performance of City's obligations under this contract, then this contract shall automatically expire without penalty to City thirty (30) days after written notice to Vendor of the unavailability and non-appropriation of public funds. It is expressly agreed that City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as a fiscal measure.

K. ASSIGNMENTS

The Vendor(s) agrees not to assign or transfer this work or any part thereof without the written consent of the City of Ann Arbor, acting through the City Contact. Any unauthorized assignment may subject the Vendor(s) to immediate termination.

L. SUBCONTRACTORS

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The vendor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

M. NON- DISCRIMINATION BY CITY VENDORS

All vendors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, shall receive approval from the Procurement Unit prior to entering into a purchase agreement with the City. Said vendors shall take affirmative action to 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 race, national origin or sex. See Appendix D for contract compliance forms. Each prospective vendor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Procurement Unit concludes that it indicates total minority and female employment commensurate with their availability within the vendor's labor recruitment area, i.e., the area from which the vendor can reasonably be expected to recruit, the prospective vendor shall be accepted by the Procurement Unit as having fulfilled affirmative action requirements for a period of six (6) months at which time the Procurement Unit will conduct another review. Other vendors shall develop an affirmative action program in conjunction with the City of Ann Arbor's Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the vendor's labor recruitment area.

Contract compliance forms should be submitted with proposal. In event they are not, the vendor will have 24 hours from the City's request to return completed forms.

N. LIVING WAGE

All vendors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City code; and, if requested by the City, provide documentation to verify compliance. The vendor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code, Appendix C.

The Living Wage form should be submitted with proposal. In event they are not, the vendor will have 24 hours from the City's request to return completed forms.

O. QUALIFICATIONS OF VENDOR'S EMPLOYEES

The vendor shall supply fully trained, competent staff. Any inability by the vendor to maintain a regular and consistent work force may result in default of contract. All employees shall be bonded under the vendor's company name.

P. COLLUSIVE BIDDING

The Bidder certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same services and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Q. COST OF PROPOSAL

Interested Vendors, by submitting Proposals, agree to bear all costs incurred or related to the submission of their Proposals.

R. PROPOSAL SIGNATURES

Vendor's Proposals must be signed by an authorize official of the Vendor's organization. Each signature represents binding commitment upon the vendor to provide the goods/services offered to the City.

S. NEGOTIATION

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 vendor's response shall be documented and included as part of the final contract.

T. IRS FORM W9

The vendor must have on file with the City of Ann Arbor an IRS form W-9 before a purchase order can be issued.

U. EXCISE AND SALES TAX

The City is tax exempt from all taxes. The Vendor, if awarded a contract for this work, shall be responsible for all "sales taxes" and "use taxes" as applicable to this work.

V. RESERVATION OF RIGHTS

1. The City of Ann Arbor reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.
2. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
3. 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 that a revised scope be implemented.

**SECTION II
BACKGROUND AND SCOPE OF WORK**

A. BACKGROUND

The City of Ann Arbor currently utilizes one Contractor and product line for beverage concessions. This contract is set to expire in June of 2013. It is the City of Ann Arbor's intention to award a beverage sales service contract to one Contractor who will provide all of the services as described below in scope of work section. The City of Ann Arbor will accept alternative means of dispensing beverages, (i.e. can and bottle sales in place of fountain sales), if it is articulated and identified within this proposal, and proves to be more cost beneficial to the City of Ann Arbor.

Below is a list of products sold in 2012 at recreation facilities.

Cans or bottles of soda	230 cases or 5,511 units
Bottles of Gatorade	431 cases or 10,345 units
Cans of Ice Tea/Lemonade	148 cases (12 per case) or 1,785units
Bottled water	300 cases (24 per case) or 7,212 units
Bag-n-box	37 (5) gallon bibs or 185 gallons

This information is provided for illustration purposes only and is not intended to represent potential future customer demands for any product or combination of products.

B. SCOPE OF WORK

Fountain Beverage:

The City currently has fountain beverage service at the following locations:

Leslie Park Golf Course	1-6 head fountain machine
Veterans Memorial Pool and Ice Arena	1-6 head fountain machine

The City would like to potentially add fountain beverage service at the following location:

Huron Hills Golf Course	1-6 head fountain machine
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The Contractor is to provide, as part of the total sales and vending service contract, fountain beverage supplies and equipment to be sold by City staff at established Parks and Recreation concession counters. The successful contractor shall install and maintain new, state of the art, fountain beverage equipment at the following locations, unless another location(s) is otherwise specified by the City. Final location selection shall be at the sole discretion of the City of Ann Arbor. Contractors should not submit proposals relying on any particular location identified above.

The City of Ann Arbor will provide the selected contractor the exclusive right to supply all fountain beverages and related equipment at these locations. During the term of the Contract the contractor shall fully supply all products in a timely manner to keep all fountain machines operating fully supplied with aspect to all syrups, carbonation and all other necessary supplies to allow the City of Ann Arbor and the contractor to maximize sales.

Requirements to Submit with Proposal

As part of their proposal, contractors are to:

- a. Provide a variety of options regarding hardware configuration, equipment and fountain beverages.
- b. Provide information on how equipment upgrades will be handled;
- c. provide information on how equipment problems will be handled, including a repair/replace procedure and contact number(s), and procedures for dealing with lost funds.
- d. Provide outline for ordering procedures and how ordering issues will be handled, including contact number(s).
- e. Provide a delivery schedule based on seasonal hours of operation for the sites identified above that includes standard for time of delivery after placement of order; and
- f. Provide state of the art equipment. This shall be interpreted as the latest model available at the execution of the signed contract. Replacement equipment shall be made available to each facility every year for the duration of said contract if deemed necessary by the City of Ann Arbor.
- g. Provide cost information for products and supplies the City will be purchasing, on a per unit basis, for the life of the contract **(include as separate sheet attached to fee proposal)**.
- h. Provide and articulate any cost benefit from eliminating the sale of fountain beverage, in lieu of selling only bottles and cans.
- i. Provide transition plan for how long it will take from time of award to implementation of work plan.

Note: For any renewal period authorized by the City based on Contractor's Proposal product and supply cost information is subject to renegotiation and a mutual agreement of the parties. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the City, the contract will not renew.

Cold Beverage Vending Machines:

The City currently has cold beverage vending at the following locations:

Buhr Park Pool & Ice Rink	1 beverage vending machine
Fuller Pool	3 beverage vending machine with potential for 2 more
Gallup Park	1 beverage vending machine
*Mack Indoor Pool	1 beverage vending machine
Veterans Pool & Ice Arena	3 beverage vending machine

* Vending products for Mack Indoor Pool must meet Ann Arbor Public Schools requirements. If they do not meet requirements then machine can not be in service during school hours (Monday-Friday 7am-3pm).

The City would like to continue this service at these locations and final location selection shall be at the sole discretion of the City of Ann Arbor. Contractors should not submit proposals relying on any particular location identified above.

The City of Ann Arbor will provide the selected contractor the exclusive right to supply all cold beverages and related equipment at these locations. During the term of the Contract the contractor shall keep cold beverage vending machines fully operational. During the term of the Contract the contractor shall fully supply all products in a timely manner to keep all cold

beverage vending machines operating fully supplied with aspect to cans, bottles, change and all other necessary supplies to allow the City of Ann Arbor and the contractor to maximize sales. City of Ann Arbor shall have input, in collaboration with contractor, on vending machine product sale prices.

Vending Machine Requirements

The vendor must provide vending machines that earn the Energy Star and meet the Energy Star specifications for energy efficiency as outlined below. The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

Energy Consumption

$$Y = 0.55 [8.66 + (0.009 \times C)]$$

$$Y = 0.45 [8.66 + (0.009 \times C)]$$

Y = 24 hr energy consumption (kWh/day) after the machine has stabilized C=vendible capacity.

Low Power Mode: In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states described below:

1. Lighting low power state lights off for an extended period of time.
2. Refrigeration low power state the average beverage temperature is allowed to rise above 40°F for an extended period of time.
3. Whole machine low power state the lights are off and the refrigeration operates in its low power state.

In addition the machines shall be capable of automatically returning itself back to its normal operating mode at the conclusion of an inactive period. The low power mode related controls/software shall be capable of on-site adjustments by the vending operator or machine owner.

Note: EPA's goal in including these low power mode requirements is to ensure that existing machine software capabilities are available and may be used to their fullest potential based on the individual requirements of the host site. However, machines that are vending temperature sensitive products, such as milk, must not have the refrigeration low power state enabled on site by the vending operator or machine owner due to the risk of the product spoilage. It is expected that the vendor shall bear all the risk of loss to the vending equipment and any products or monies contained therein from theft or vandalism; however, in the event of repeated or significant theft, vandalism, destruction or loss, the vendor shall have the right to remove or move any piece of vending equipment.

Vending machines shall be equipped with dollar bill acceptors (\$1 and \$5). Credit card payment is optional.

Vending machines located within Park and Recreation Facilities will be Contractor-owned. Contractors will be responsible for installation, stocking, maintenance and repair of the machines. Contractors will be responsible for all licenses required to market the stock within the machines. Contractors will be responsible for insuring their equipment against vandalism, damage or loss.

The City should have the ability to add or remove vending machines at any location within the City, at any time, with no additional cost.

Requirements to Submit with Proposal

As part of their proposal, contractors are to:

- a. Supply beverage vending machines at all locations.
- b. Supply a variety of options with regard to vending machines and beverages to sell in the vending machines. The variety and brand name of items to be sold shall be spelled out within the proposal. All contractors must identify as part of their proposal whether such brands are available as result of related marketing, sale or concession agreements with distributors and/or producers.
- c. Supply options with regard to how machines will be stocked with items for sale, how machines will be stocked with change, and how cash will be collected from the machines.
- d. Supply information on how vandalism issues will be handled.
- e. Provide information on how equipment problems will be handled, including a repair/replace procedure and contact number(s).
- f. Supply compensation rate to the City of Ann Arbor for vending machine sales. Compensation to the City of Ann Arbor for placement of the vending machines at the sites identified shall be based on a percent of gross sales as a part of the Contractor's agreement. During the contract, the contractor shall provide a monthly gross receipt report of daily revenues at each location.
- g. Provide state of the art equipment. This shall be interpreted as the latest model(s) available at the execution of the signed contract. Replacement equipment shall be made available to each facility every year for the duration of said contract if deemed necessary by the City of Ann Arbor.
- h. Provide transition plan for how long it will take from time of award to implementation of work plan.

Note: For any renewal period authorized by the City based on Contractor's Proposal compensation is subject to renegotiation and a mutual agreement of the parties. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the City, the contract will not renew.

Over the Counter or Cooler Sales of Cold Beverage Products:

The City currently has over the counter and cooler beverage services at the following locations:

Argo Park Livery	1-1 door cooler
Gallup Park Livery	1-2 door cooler
Huron Hills Golf Course	1-1 door cooler; 1 table top
Leslie Park Golf Course	2-1 door coolers; 1 table top

Final location selection shall be at the sole discretion of the City of Ann Arbor. Contractor's should not submit proposals relying on any particular location identified above.

The City of Ann Arbor will provide the selected contractor the exclusive right to supply the over the counter or cooler sales of cold beverage products at these locations. During the term of the Contract the contractor shall fully supply all products in a timely manner to keep all over the counter and cooler cold beverage concessions operating fully supplied with aspect to all equipment and supplies to allow the City of Ann Arbor and the contractor to maximize sales.

Requirements to Submit with Proposal

As part of their proposal, contractors are to:

- a. Supply beverage coolers, i.e. single door, double door, open air, at all locations listed above.
- b. Supply beverage products at all locations. The variety and brand name of items to be sold shall be spelled out within the proposal. All contractors must identify as part of their proposal whether such brands are available as result of related marketing, sale or concession agreements with distributors and/or producers.
- c. Provide information on how equipment upgrades will be handled.
- d. Provide information on how equipment problems will be handled, including a repair/replace procedure and contact number(s).
- e. Provide outline for ordering procedures and how ordering issues will be handled, including contact number(s).
- f. Provide a delivery schedule based on seasonal hours of operation for the sites identified above that includes standard for time of delivery after placement of order; and
- g. Provide state of the art equipment. This shall be interpreted as the latest model(s) available at the execution of the signed contract. Replacement equipment shall be made available to each facility every year for the duration of said contract if deemed necessary by the City of Ann Arbor.
- h. Provide cost information for products and supplies the City will be purchasing, on a per unit basis, for the life of the contract **(include as separate sheet attached to fee proposal in sealed envelope)**.
- i. Provide transition plan for how long it will take from time of award to implementation of work plan.

Note: For any renewal period authorized by the City based on Contractor's Proposal compensation is subject to renegotiation and a mutual agreement of the parties. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the City, the contract will not renew.

Duration of Contract

Contractors will supply two separate proposals.

1. The first proposal will be based on a (3) three-year agreement.
2. The second proposal will be based on a (5) five-year agreement.

All benefits to the City of Ann Arbor by entering into a long-term contract must be clearly articulated in Section 3 under Proposed Work Plan. It will be at the City's sole discretion to pick and choose which proposal best suites the needs of the various facilities.

Contract Incentive Program

For each proposal contractors need to offer and articulate incentives they will offer for entering into an exclusivity partnership with the City of Ann Arbor. At a minimum, contractor should be prepared to offer the incentives identified below. Complete Exhibit C and submit with Fee Proposal.

**SECTION III
EVALUATION CRITERIA**

Proposal Evaluation

The Selection Committee will evaluate each proposal by the criteria described below based on the point system of 100 points.

Professional Qualifications	Points 35
Vendor Information form	
References	
Experience	
Scope of Work Plan	Points 45
Requirements to Submit with Proposal	
Fee Proposal	Points 20
Package pricing	
Incentive Program	
Additional services	

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation, the City will determine top applicants, and open only those fee proposals. The City will then determine which, if any, vendors will be interviewed.

1. Vendor proposals could be further negotiated with the selected vendor before leading to the award of a contract, if suitable proposals are received.

EXHIBIT A

MINIMUM INFORMATION REQUIRED

Exhibit B – Fee Proposal form – **Sealed in separate envelope and labeled Fee Proposal**

Exhibit C – Incentive Program Form – **Sealed in separate envelope with Fee Proposal**

Exhibit D - Vendor Information Form

Attachment C - Living Wage Forms

Attachment D - Contract Compliance Forms

Proposal addressing requirements to submit within RFP on Pages 11 through 16.

**EXHIBIT B
FEE PROPOSAL FORM**

Vendors Name _____

Fee Proposal - Pricing shall be submitted in level packages as specified in scope of work.

For all beverage products please provide the product breakdown by product name, price per case and unit of measure per case on a separate sheet of paper attached to the proposal form.

Additional Services and Pricing – List any additional services or packages offered that are not included in scope of work. Pricing must accompany any additional services. If require attach additional pages to this form.

20 oz. cups and lids prices (Only environmentally safe options will be considered – no foam)

Case Price	Brand	Unit of Measure per Case
------------	-------	--------------------------

Negotiator - Name and phone number of person(s) in the organization authorized to negotiate

on behalf of your organization _____ .
Name Phone Number

Exceptions - Vendor exceptions must be listed below to be considered. It is at the City's discretion to approve any or all exceptions listed below.

Certification - As an awarded contract, the above bidder agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, instruction to bidders, special provisions, specifications, addenda, questions and corresponding answers, Proposal Forms and the RFP as set forth in these Contract Documents. The parties intend for this to constitute the final and complete agreement between City of Ann Arbor and the Vendor.

_____ Authorized Signature	_____ Title of Authorized Signature	_____ Date
-------------------------------	--	---------------

_____ Printed Signature	_____ Email Address for Award Notice
----------------------------	---

**EXHIBIT C
INCENTIVE PROGRAM
Submit with Fee Proposal**

For each proposal contractors need to offer and articulate incentives they will offer for entering into an exclusivity partnership with the City of Ann Arbor. At a minimum, contractor should be prepared to offer the incentives identified below.

3-year Contract

1. Sponsorship:
 - a. Contractor shall pay the City of Ann Arbor a sponsorship in the amount of _____ dollars per year for a three-year contract. This sponsorship amount shall be paid at the time of signing the contract for the first year, and on this same date each subsequent year of the contract.
 - b. Contractor shall pay the City of Ann Arbor a _____ dollar-signing bonus to be paid at the time of signing the contract.
 - c. Contractor will provide a _____ per case rebate based on actual cases purchased through the third party distributor. The funds from the rebate will be set aside to be used for the Parks and Recreation Department's Scholarship Program, free goods offered to facility patrons, and point of sale discounts as mutually agreed upon by both parties. Rebate will be paid to the City of Ann Arbor by June 30th each year for the life of the contract.

2. Additional incentives offered by the Bidder:

5-year Contract

1. Sponsorship:
 - a. Contractor shall pay the City of Ann Arbor a sponsorship in the amount of _____ dollars per year for a five-year contract. This sponsorship amount shall be paid at the time of signing the contract for the first year, and on this same date each subsequent year of the contract.
 - b. Contractor shall pay the City of Ann Arbor a _____ dollar-signing bonus to be paid at the time of signing the contract.
 - c. Contractor will provide a _____ per case rebate based on actual cases purchased through the third party distributor. The funds from the rebate will be set aside to be used for the Parks and Recreation Department's Scholarship Program, free goods offered to facility patrons, and point of sale discounts as mutually agreed upon by both parties. Rebate will be paid to the City of Ann Arbor by June 30th each year for the life of the contract.

2. Additional incentives offered by the Bidder:

**Exhibit D
Vendor Information Form**

Vendor Name: _____

Address: _____ City/State/Zip Code: _____

Telephone Number: _____ E-mail Address: _____

1. Vendor Established: Years in Business: _____
2. Business Structure () Partnership () Corporation () Sole Proprietor
3. Number of years in business as current company named above? _____
4. Largest single contract this company has held \$ _____
With whom? _____
5. Annual gross income for last three (3) years:
2011 _____ 2010 _____ 2009 _____
6. How many employees does your company employ?
Full-time employees: _____ Part-time employees: _____
7. How many years of service do you have providing beverage concession _____ Years
8. How many companies are or have used your services within Washtenaw County within the last three (3) years. _____
a. How many of these have been municipalities and/or parks and recreation organizations _____. Please list who _____.
9. In addition to the client list you must provide at least four (4) references for companies you have provided the same service as in RFP.

Company Name	Contact Name	Phone Number	Scope of Service

Company Name	Contact Name	Phone Number	Scope of Service

Company Name	Contact Name	Phone Number	Scope of Service

Company Name	Contact Name	Phone Number	Scope of Service

ATTACHMENT A – SAMPLE CONTRACT

AGREEMENT BETWEEN
AND
CITY OF ANN ARBOR
FOR
PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 (“CITY”) and, _____ having its offices at _____ (“CONTRACTOR”), agree as follows:

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

I. DEFINITIONS

Administering Department means the City of Ann Arbor Parks and Recreation Services

Contract Administrator means the Deputy Manager of Parks and Recreation Services, acting personally or through any assistants authorized by the Deputy Manager of the Administering Department

II. DURATION

This agreement shall become effective on _____, and shall remain in effect until satisfactory performance of all services or _____, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

- A. General Scope: The Contractor agrees to provide fixed vending services as described in Exhibit A incorporated herein.
- B. Quality of Services: The Contractor’s standard of service under this agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these services at City-selected Parks and Recreation locations as described in Exhibit A incorporated herein.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. 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 services under 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.
- C. 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.
- D. 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 or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. INSURANCE; INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 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 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. Umbrella/Excess Liability Insurance shall be provided to apply 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 VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; © that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date.

- E. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- 5. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

7. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit C
- B. Living Wage. The Contractor agrees to comply with living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing Services to the City under this agreement a "living wage," as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. The Contractor agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code, Exhibit C.

VI. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.
- B. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this agreement.
- C. The Contractor warrants that all goods and services shall not infringe on any third

party patent, copyright, trade secret, trade name, trademark or service mark or other proprietary right. Contractor shall at its own expense defend, indemnify and hold City, its officers, employees and agents harmless from any and all claims, liabilities, damages, and expenses, including actual attorney fees, by virtue of any claimed infringement of patent, copyright, trade secrets, trade name, trademark or service mark or other proprietary right in connection with the goods and/or services provided for under the terms of this contract.

- D. The Contract warrants that it has, or shall have, title to all equipment and/or stock used in connection with or marketed to the general public in connection with the goods and/or services provided for under the terms of this contract.

VII. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 30 days after notice of termination is given in conformance with the terms of this agreement.
- B. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

VIII. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

IX. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

X. NOTICE

All notices and submissions required under the agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract

Administrator or placed in the U.S. mail, postage prepaid to the Administering Department, care of the Contract Administrator.

XI. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

XII. 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 or other circumstances.

XIII. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

FOR CONTRACTOR

THE CITY OF ANN ARBOR

By
Its

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to form and content:

By
Stephen Postema, City Attorney

Approved as to substance:

By Steven D. Powers, City
Administrator

By Sumedh Bahl, Community
Services Area Service
Administrator

**ATTACHMENT B
FAIR EMPLOYMENT PRACTICE**

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY VENDORS

- (1) All vendors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All vendors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City vendors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective vendor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the vendor's labor recruitment area, i.e., the area from which the vendor can reasonably be expected to recruit, said vendor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other vendors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the vendor's labor recruitment area. In the case of construction vendors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction vendors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, vendors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the vendor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the vendor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each vendor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of vendors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
- (b) Declare the vendor ineligible for the award of any future contracts with the City for a specified length of time;
- (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the vendor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

**ATTACHEMENT C
LIVING WAGE REQUIREMENTS**

CITY OF ANN ARBOR LIVING WAGE ORDINANCE
--

RATE EFFECTIVE MAY 1, 2012 - ENDING APRIL 30, 2013

\$12.17 per hour

If the employer provides health care benefits*

\$13.57 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.

For Additional Information or to File a Complaint Contact:

**Linda Newton, Procurement Officer
734/794-6576 or Lnewton@a2gov.org**

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

**City of Ann Arbor
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

_____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.

_____ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$1.17/hour when health care is provided, or no less than \$13.57/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2012.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Questions about this form? Please contact: Procurement Office: 734/794-6576

**ATTACHEMENT D
INSTRUCTIONS FOR CONTRACTORS
FOR COMPLETING CONTRACT COMPLIANCE FORM**

City Policy

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

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

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation.**
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
734/794-6576

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Entire Organization (Totals for All Locations where applicable)

Form #1

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

**CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**
Local Office (Only those employees that will do local or on-site work, if applicable)

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
(Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

