

CITY OF ANN ARBOR  
REQUEST FOR PROPOSAL



**BIODIGESTER FEASIBILITY STUDY**

RFP No. 889

Proposal Due Date: Monday March 18, 2014 10:00 AM

Systems Planning Unit  
Administering Service Area/Unit

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

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## Section 1

### General Information

#### A. OBJECTIVE

The purpose of this Request for Proposal is to select a qualified firm(s) to develop a Biodigester Feasibility Study for the City of Ann Arbor. **The study is to be completed by June 30, 2014, at a cost not to exceed \$20,000.00.**

#### B. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

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

All questions or requests for clarification shall be submitted on, or before 3:00 P.M. (Local Time), March 10, 2014 and should be addresses as follows:

RFP 889 Scope of Work/Proposal Content questions emailed to Tom McMurtrie at [tmcmurtrie@a2gov.org](mailto:tmcmurtrie@a2gov.org)

RFP 889 Process and HR Compliance questions to Mark Berryman, Purchasing Manager at [mberryman@a2gov.org](mailto:mberryman@a2gov.org)

The person making the request shall be held responsible for delivery and verification of receipt.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to [mberryman@a2gov.org](mailto:mberryman@a2gov.org) .

#### C. MANDATORY PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on Tuesday, March 4, 2014 at 2:00 PM in the 6<sup>th</sup> floor conference room of City Hall, 301 E. Huron St., Ann Arbor. The purpose of this meeting is to discuss the services required with prospective respondents and to answer any questions concerning RFP No. 889. Any questions and answers furnished will not be official until verified in writing by the Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in writing. Copies will be provided to all in attendance.

It is mandatory that each interested party attend this meeting. Any Proposal submitted by a party not attending and signing the roster at the pre-proposal meeting will not be opened or considered.

#### **D. PROPOSAL REQUIREMENTS**

To be considered, each Respondent must submit a response to this RFP using the format provided in Section III (Information Required and Evaluation criteria). No other distribution of Proposals is to be made by the Respondent. The Proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each Proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP. Proposals shall be printed double sided on minimum 25% content recycle paper.

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

**Respondents must submit three (3) copies of the sealed Proposal including the fee proposal in the manner specified in subsection G below.**

#### **E. SELECTION CRITERIA**

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

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation, the City will determine top applicants, and open only those fee proposals.

The City does not anticipate holding interviews for these services. However, the City has the right to request interviews with selected Respondents when necessary. If the City elects to interview Respondents, during the interviews, the selected firms will be given the opportunity to discuss their Proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to provide these services. Respondents are expected to be available for interviews if requested.

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

#### **F. 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](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the Respondent's responsibility to ensure they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the Proposal.

Each Respondent must in its Proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or acknowledge receipt of any addenda shall not relieve the Respondent of the responsibility for complying with the terms thereof.

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

#### **G. SEALED PROPOSAL SUBMISSION**

All Proposals are due and must be delivered to the City Procurement Unit on or before **Monday, March 18, 2014 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 Respondent must submit one (1) original Proposal, and (3) three additional Proposal copies in a sealed envelope and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within the Respondent's sealed Proposal.

Proposal submitted must be clearly marked: **RFP 889, BIODIGESTER FEASIBILITY STUDY** and then list Respondent's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Fl  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

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

Hand delivered Proposals will be date/time stamped/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, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

**A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.**

**I. COST LIABILITY**

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

**J. AWARD PROTEST**

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

**K. 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 anticipated schedule for this RFP and PSA procurement.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Mandatory Pre-Proposal Meeting	March 4, 2014
Question/Clarification Deadline	March 10, 2014
Proposal Deadline	March 18, 2014
Expected Start Date	March 25, 2014
Mandatory Completion Date	June 30, 2014

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

**L. DISCLOSURES**

All information in a Respondent'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.

**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. 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 Respondent 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.

**O. HUMAN RIGHTS INFORMATION**

The City's standard PSA outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Respondent should complete and return with its Proposal completed contract compliance forms. In event they are not, the Respondent will have 24 hours from the City's request to return completed forms. Contract compliance forms are found in Section IV, Attachment B.

**P. LIVING WAGE**

All Respondent's 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 Respondent agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code.

The Living Wage form should be submitted with Proposal. In event they are not, the Respondent will have 24 hours from the City's request to return completed forms. Section 1:815 and Living wage forms are found in Section IV, Attachment C.

**Q. CONFLICT OF INTEREST DISCLOSURE**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best

interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is found in Section IV, Attachment D.

**R. NON-DISCLOSURE AGREEMENT**

The selected respondent will be required to execute a Non-Disclosure Agreement (see Appendix B Sample Agreement).

**S. QUALIFICATIONS OF RESPONDENT'S EMPLOYEES**

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

**T. INDEPENDENT FEE DETERMINATION**

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
  - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
  - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

**U. IRS FORM W9**

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



W-9.

**V. RESERVATION OF RIGHTS**

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

## Section 2

### Scope of Services

#### INTRODUCTION AND OVERVIEW

In December 2013, Ann Arbor City Council passed the Ann Arbor Solid Waste Resource Plan. This plan had been developed by a committee consisting of 14 people. The plan had been developed over an 18 month period, and including public outreach such as surveys and public meetings.

As part of the plan, the City is interested in finding ways to increase recycling participation at multi-family residential locations through the use of pilots and educational programs. The specific actions are as follows:

**ACTION:** Research options to collect and process all food waste produced within the city, including but not limited to biodigesters. Include a review of options to potentially manage diapers and pet waste.

A full copy of the plan can be found at [www.a2gov.org/recycle](http://www.a2gov.org/recycle)

The City of Ann Arbor is requesting proposals and statement of qualifications from firms that have the experience and ability to develop this type of program.

The City will choose, and may execute contracts with a qualifying firm for up to two years. The term of this agreement will tentatively commence in mid 2014. Award of a contract for these services is subject to the approval of City Council and negotiation of a satisfactory contract for services.

#### SCOPE OF SERVICES

Below is a list of issues that the City would like addressed as part of the Feasibility Study:

- Analysis of the potential volumes, characteristics, and likely consistency of food/organic waste from the Ann Arbor business community including the University of Michigan
- Analysis of potential biodigester feedstock from other sources, including but not limited to FOG (Fats, Oil Greases) and WWTP solids.
- Analysis of bagging and storing organic food waste at businesses before pickup, and also describe how the pickup schedules may change seasonally (more frequent during summer to mitigate odor, less frequent in the winter, etc)
- Cost analysis of biodigester options including planning level estimates of capital and operating costs and likely energy generation based on feedstock assumptions that would offset these capital and O/M costs
  - Include detailed pro forma financial model that identifies financial performance over the long term (typically 20 years.)

- Analysis of various options for earning revenue from the digester outputs.
- Estimate reductions in landfill and transportation costs based on the diverted feedstock assumptions
- Recommended example operations for potential site visits based on the analysis
- Overview of how recommendations tie in with approved Solid Waste Resource Plan and Sustainability Framework.

### **Intent of Proposed Scope**

Additional work necessary to meet the intent of the proposed should be included in Proposals.

## SECTION 3

### INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

Submitters should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement Providing Similar Services
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope)
- D. Authorized Negotiator
- E. Attachments

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

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. State the specific qualifications that demonstrate the firm has the ability to perform the services that are defined in their proposal.
3. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel.
4. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm qualified for this work.
5. Describe any additional services available through your Firm and how the availability of these services can be beneficial to the City

B. Past Involvement Providing Similar Services - 25 points

The proposal must also indicate proven ability to complete similar services in a time sensitive manner within the budgeted amounts.

A list of references for similar services for work performed in the last three (3) years must be included. The list shall include contact name, owner name, address, and phone number, and the type of work.

C. Proposed Work Plan - 40 points

The proposed Work Plan will include details on how the Scope of Services identified in this document will be addressed. **The Work Plan will include a timetable identifying how the project will be completed by June 30, 2014. It is required that the project be completed by this date.**

D. Fee Proposal - 15 points

Fee quotations 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 details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. **Total fee for the project shall not exceed \$20,000.**

E. Authorized Negotiator

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

F. Attachments

The following attachments must be included with the proposal submission:

- Attachment A: - Legal Status of Respondent
- Attachment B – Contract Compliance Forms
- Attachment C – Living Wage Declaration of Compliance Form
- Attachment D – Vendor Conflict of Interest Disclosure Form

Additional information, such as resumes of key personnel may be attached to the proposal.

G. Proposal Evaluation

The Selection Committee will include representatives from the Systems Planning Unit. Members of the Selection Committee will evaluate each proposal by the above described criteria and point system (A and B) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. Fee Proposals (C) will only be opened after the initial evaluation has been completed. 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.

**SECTION 4**  
**ATTACHMENTS**

- Attachment A: - Legal Status of Respondent
- Attachment B – Contract Compliance Forms
- Attachment C – Living Wage Declaration of Compliance Form
- Attachment D – Vendor Conflict of Interest Disclosure Form

**ATTACHMENT A**

**LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

- A corporation organized and doing business under the laws of the state of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.\*

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

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

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

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

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

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

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

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

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

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

Email \_\_\_\_\_

## 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>	Assessed Damages Per Day of <u>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.

## INSTRUCTIONS FOR COMPLETING CONTRACT COMPLIANCE FORM

### City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/respondents/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/respondents/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/respondent 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/respondent 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

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance

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

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_  
 Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_  
 Address \_\_\_\_\_ Phone # \_\_\_\_\_  
 (Street address) (City) (State) (Zip) County (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													
<b>TOTAL</b>													
<b>PREVIOUS YEAR TOTAL</b>													

**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 \_\_\_\_\_ Phone # \_\_\_\_\_  
 (Street address) (City) (State) (Zip) County (Area Code)  
 Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
 (Area Code)

**EMPLOYMENT DATA**

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

1/12

Questions about this form? Call Procurement Office: (734) 794-6576

AAF-2

## ATTACHEMENT C

### LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

#### **1:813. Definitions.**

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
  - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
  - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.

- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

**1:814. Applicability.**

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

**1:815. Living Wages Required.**

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
  - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
  - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).

- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

**1:816. Employees Covered.**

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

**1:817. Exemptions.**

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.
- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
  - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
  - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm



outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.

- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

#### **1:818. Monitoring and Enforcement.**

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.
- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

#### **1:819. Penalties and Enforcement.**

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

**1:821. Other Provisions.**

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.
- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
  - (a) A bona fide training program;
  - (b) A summer or youth employment program;
  - (c) A work study, volunteer/public service, or internship program.

CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE

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

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/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 2013.
- b) Please check the boxes below which apply to your workforce:
  - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes\_\_\_\_\_ No\_\_\_\_\_

**OR**

- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes\_\_\_\_\_ No\_\_\_\_\_
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

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

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

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

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

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

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

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

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

Revised 3/2013

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

**RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014**

**\$12.52 per hour**

If the employer provides health  
care benefits\*

**\$13.96 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  
Karen Lancaster at 734/794-6500 or [Klancaster@a2gov.org](mailto:Klancaster@a2gov.org)**

## ATTACHEMENT D



### 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 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.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named 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:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

\*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 the information provided is true and correct by my signature below:

\_\_\_\_\_  
 Signature of Vendor Authorized Representative                      Date                      Printed Name of Vendor Authorized Representative

**PROCUREMENT USE ONLY**

- Yes, named employee was Involved In Bid / Proposal process.
- No, named employee was not Involved In procurement process or decision.

