

REQUEST FOR PROPOSAL

RFP # 17-08

Annual Service for HVAC Units and Chillers

City of Ann Arbor
Water Treatment Services Unit



Due Date: April 21, 2017 by 2:00 p.m. (local time)

Issued By:

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

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SECTION I- GENERAL INFORMATION

A. OBJECTIVE

The City is seeking qualified Contractors to perform preventative, routine and corrective maintenance on the Water Treatment Plant's HVAC units and Trane Chillers.

The term of this agreement will be for one (1) year, with the option to renew for up to four (4) 1-year extensions, at the mutual acceptance of both parties.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

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

All questions shall be submitted on or before April 12, 2017 at 2:00 p.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Mike Switzenberg, Water Treatment Services Unit Maintenance Supervisor, mswitzenberg@a2gov.org

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

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

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the contractor's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting on **April 5, 2017** in the Water Treatment Plant Conference Room- 919 Sunset Rd, Ann Arbor, MI 48103 at 1:00pm.

D. PROPOSAL FORMAT

To be considered, each contractors 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 contractor. An official authorized to bind the contractor to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top contractors, and open only those fee proposals. The City will then determine which, if any, contractors will be interviewed. During the interviews, the selected contractors 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 contractor to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of April 24, 2017**. Contractor must be available on these dates.

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

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City Procurement Unit on, or before, April 21, 2017 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

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

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

- **one (1) copies of the fee proposal**

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

Proposals submitted must be clearly marked: “RFP No. 17-08 –“Annual Service for HVAC Units and Chillers” and list the contractor’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any contractor for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Contractors are responsible for submission of their proposal. Additional time will not be granted to a single contractor. However, additional time may be granted to all contractors at the discretion of the City.

A proposal will be disqualified if:

- 1. The fee proposal is not contained within a separate sealed envelope.**
- 2. The forms provided as Attachment B - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment C - City of Ann Arbor Living Wage Declaration of Compliance, Attachment D - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals. Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.**

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a contractor’s proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

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

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

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

I. HUMAN RIGHTS REQUIREMENTS

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

J. WAGE REQUIREMENTS

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

K. CONFLICT OF INTEREST DISCLOSURE

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

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the contractor prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, contractor agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

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

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Mandatory Pre-bid Meeting	April 5, 2017, 1:00 p.m.
Written Question Deadline	April 12, 2017, 2:00 p.m.
Proposal Due Date	April 21, 2017, 2:00 p.m.
Tentative Interviews (if needed)	Week of April 24, 2017
Selection/Negotiations	April / May 2017
Expected City Council Authorizations	June/July 2017

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

P. IRS FORM W-9

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

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all contractors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more contractors 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 contractors of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

I. OVERVIEW:

The contractor will provide labor and materials to perform the following preventative maintenance tasks:

- 1) Conduct two (2) preventive maintenance visits per year on all equipment identified in Tables 1 & 2.
- 2) Perform preventive maintenance in accordance with manufacturer recommendations, equipment run-hours, application demands, and environmental factors using technicians that have experience working on the identified equipment.
- 3) Identify defects, failed or doubtful components, water or oil leaks, refrigerant leaks, flue gas leaks, excessive vibration, noisy or improper operation.
- 4) Inform City of Ann Arbor of preventive maintenance progress, inspection findings and applicable maintenance and repair options.
- 5) Recommend cost-effective repairs, applicable retrofit options and equipment replacement alternatives.
- 6) Develop checklists and work summaries to be submitted to the City upon completion of preventive maintenance visits that document the work completed as summarized in this scope of work.

Corrective maintenance will also be within the scope of the agreement with authorization from the maintenance supervisor or contact administrator.

II. AIR HANDLING UNIT(S):

The following work shall be performed on all preventative maintenance visits:

- 1) Check and grease bearings and locking collars where present.
- 2) Confirm fan wheel is properly aligned, tight on shaft and freely moving.
- 3) Confirm sheaves are properly aligned and tight on shaft.
- 4) Check fan base isolators and thrust restraints for proper adjustment. **Note:** Do not remove bolts from isolators.
- 5) Inspect belts for proper adjustment, replace if necessary.
- 6) Check fan alignment with unit discharge. Adjust if needed.
- 7) Inspect fan bearings for proper lubrication.
- 8) Energize power to the unit.
- 9) Verify correct voltage, phase and cycles.
- 10) Energize fan motor(s). Observe fan(s) for smooth operation.
- 11) Check motor name plate Full Load Amp rating.
- 12) Check current draw of each leg of each motor.
- 13) Inspect VFD if applicable for proper operation, refer to manufacturers start up guide.
- 14) Check doors and latches for air leaks.
- 15) Check for obvious audible leaks.
- 16) Apply steam to cold coils slowly to prevent damage.

a) Seasonal Preventative Maintenance (Shutdown Period Preventative Maintenance):

The following tasks shall be performed once each year during a shutdown period in order to properly evaluate the equipment status and prepare the units for the next season:

- 1) Checking the spring isolators for proper tension.
- 2) Verifying that flexible duct connections are intact.
- 3) Checking fan motor amps and volts with fan running.
- 4) Checking fan operation for excessive vibration.
- 5) Cleaning starter contacts and checking for wear, burning, pitting, and signs of overheating.
- 6) Checking belts for wear, cracks and tension.
- 7) Checking pulley grooves for smooth wear.
- 8) Removing fan guards for cleaning and inspecting fan blades.
- 9) Verifying grease line connections.
- 10) Verifying the tightness of motor mounts.
- 11) Observing bearing movement and rotation and inspecting bearings for condition.
- 12) Inspecting and lubricating fan and motor bearings.
- 13) Checking drain pans and drain lines for dirt and sludge buildup.
- 14) Checking insulation.
- 15) Inspecting air filters. Cleaning, replacing and supplying pre-filters and box filters will be the responsibility of the City of Ann Arbor.
- 16) Checking variable inlet vanes for mechanical integrity.
- 17) Checking the cleanliness of water or steam coils and cleaning (if applicable).
- 18) Checking the operation of drains.
- 19) Winterizing water coil when required.

b) For Heating Equipment (pre-winter, September/October):

- 1) Checking amperage and voltage of each electric heating stage.
- 2) Checking tightness of connections and fuse condition.
- 3) Checking gas-fired pilot and flame condition and operation.
- 4) Checking the condition of gas valves, burners, and thermocouples.
- 5) Checking the condition of the heat exchanger and the flue.
- 6) Checking the inlet screens for cleanliness and blockage.
- 7) Inspecting exhaust fan motor amps and volts.
- 8) Inspecting exhaust fan belt tension.
- 9) Checking humidifier sprays, grids, and pans for scale buildup and plugging.
- 10) Inspecting and adjusting the steam pan float valve.

c) A/C Condenser (air cooled) (pre-summer- March/April)

- 1) Check compressor motor voltage, amperage and sensor condition.
- 2) Check liquid filters (if applicable). Note any oil leakage.
- 3) Inspect control panel SST Control set point/actual, electrical terminals and relay timers.
- 4) Check pressure gauges including discharge pressure, oil pressure, HP cut out set point, lights and ambient temperature.
- 5) Check motor starter contacts, linkage and terminals.
- 6) Check compressor oil level; replace oil, and filters when applicable.
- 7) Inspect oil eductor filter dryer. Replace filter dryer when applicable.
- 8) Check float switch, heater and thermostat.
- 9) Inspect return solenoid valve and drain down solenoid valve.
- 10) Check auxiliary oil pump seal and motor (if equipped).
- 11) Check for acid condition of oil.
- 12) Inspect insulation condition associated with chiller and piping.
- 13) Inspect & document condition of condenser fins/tubes before and after cleaning.
- 14) Document type of condenser fin/tube cleaning – i.e. brush / acid.
- 15) Document sight glass compressor cooler and float chamber.
- 16) Check refrigerant charge.
- 17) Inspect visually for refrigerant leaks.
- 18) Meggaring and recording motor winding resistance.
- 19) Checking the oil level in the compressor; adding oil as required; and conducting an oil acidity test.
- 20) Correcting leaks and adding refrigerant as required (invoiced separately).
- 21) Changing the filter dryer.
- 22) Checking the crankcase heater for proper operation.
- 23) Tightening the power wiring on contactors and in the motor terminal box.
- 24) Cleaning all contactors and recommending replacement, if required.
- 25) Checking all relays, operating controls and safeties.
- 26) Checking and calibrating all controls, safeties, unloaders, and external interlocks.
- 27) Checking the suction and discharge compressor valves.

d) Operating Season Inspections:

The following inspection items ensure the units are operating reliably and efficiently during the cooling or heating season:

- 1) Checking for general condition and operation.
- 2) Logging operation conditions and identifying inconsistencies.
- 3) Adjusting operating controls if required.
- 4) Checking for proper oil level and refrigerant charge.
- 5) Checking the oil temperature and crankcase heater.
- 6) Inspecting starter, relays, and controls.
- 7) Inspecting the air cooled condenser fans, and motor operation.
- 8) Removing debris from inside and around the unit.
- 9) Reviewing operating procedures and the owner's log with the operator.

Table 1: Air-Handling Units: Requiring Bi-Annual Maintenance

Description	Location	Make	Model	Serial	Tasks
AIR HANDLING UNIT AHU-A1	4W Mezzanine - Condensing unit 1 on 4th floor roof	Carrier	39LA1031BA12 21L	1995T6655 1	a,b,c,d
AIR HANDLING UNIT AHU A2	4W Mezzanine - Condensing unit 2 on 4th floor roof	Carrier	39LA1031BA12 21L	1995T6655 2	a,b,c,d
AIR HANDLING UNIT AHU A3	4W Mezzanine - Condensing unit 3 on 4th floor roof	Carrier	39LA1031BA12 21L	1995T6655 3	a,b,c,d
AIR HANDLING UNIT AHU A4	4W Mezzaning - Condensing unit 4 on 4th floor roof	Carrier	39LA1031BA12 21L	1995T6655 4	a,b,c,d
AIR HANDLING UNIT AHU A5	Admin Building Roof, above Control Room	York	YCMSR1F2C1F	TFDM-M004680	a,b,c,d
AIR HANDLING UNIT AHU-A6	Admin Building Roof, includes heat exch and Exhaust Fan A3	York		TFDM-M004690	a,b,c,d
AIR HANDLING UNIT AHU A7	Admin Building Roof, above Main Lab, serves Admin Area	Carrier	48TCED12A2A 6	1695G3077 5	a,b,c,d
AHU-A8 WILLET ROOM	4E Filter Press Building, in the Willett Press Pump Room	EJWing Co	SAS-(I)-120 HRT	0009018	a,b,d
AMMONIA BUILDING AHU AM1	Outside the Ammonia Building	Hastings	RHFA-100-V	48085	a,b,d
FURNACE AHU-F1	Filter Gallery Roof above Filter # 19	Hastings			a,b,d
FURNACE AHU-F2	Filter Gallery, inside above Filter # 1	Sterling	QVBC		a,b,d
AIR HANDLING UNIT AHU O1	Ozone Building Roof	Carrier	48HJE004-631	159562077 2	a,b,d
AIR HANDLING UNIT AHU O2	Ozone Building Roof	Hastings	RHVB-600-V	48088-1	a,b,d
AIR HANDLING UNIT AHU O3	Ozone Building Roof	Hastings	RHVB-600-V	48088-2	a,b,d
AIR HANDLING UNIT AHU O4	Ozone Building Roof	McQuay	MSP020AS06		a,b,c,d

III. OZONE TRANE CHILLERS

a) Ozone Trane Liquid Rotary Chiller

The following work is to be performed during the Start-up, mid-season inspection and checkout three (3) times per year:

- 1) General Assembly
 - a) Repair minor leaks as required (e.g. valve packing, flare nuts).
- 2) Controls and Safeties
 - a) Inspect the control panel for cleanliness.
 - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c) Verify all settings in the electronic control panel.
 - d) Test the operation of the chilled water pump and condenser water pump starter auxiliary contacts.
 - e) Verify the setting of the current control device.
- 3) Lubrication System
 - a) Test oil for acid content, and discoloration. Make recommendations to the customer based on the results of the test.
- 4) Motor and Starter
 - a) Clean the starter and cabinet.
 - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
 - c) Check condition of the contacts for wear and pitting.
 - d) Check contactors for free and smooth operation.
 - e) Check the mechanical linkages for wear, security and clearances.
 - f) Check tightness of motor terminal connections.
 - g) Meg the motor and record readings.
 - h) Verify the operation of the electrical interlocks.
 - i) Measure voltage and record. Voltage should be nominal voltage ± 10 percent.

b) Start-Up Procedure- 2 times per year:

- 1) Verify the operation of the oil heater.
- 2) Verify full water systems including the cooling tower, the condenser, and the evaporator.
- 3) Verify clean cooling tower and strainers.
- 4) Start the condenser water pump, the chilled water pump, and the cooling tower fan(s).
- 5) Test all flow-proving devices on the chilled water and the condenser water circuits.
- 6) Verify flow rates through the condenser and the evaporator.
- 7) Start the chiller.
- 8) Verify the starter operation, amperage, and voltage.
- 9) Verify the operation of all timing devices.
- 10) Check the set point and sensitivity of the chilled water temperature control device - verify the operation.
- 11) Verify the operation of the condenser water temperature control device.
- 12) Check the refrigerant charge per Trane specifications.

- 13) Log the operating conditions after the system has stabilized.
- 14) Review operating procedures with operating personnel.
- 15) Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

c) Mid-Season Running Inspection (1 time per year)

- 1) Check the general operation of the unit.
- 2) Log the operating temperatures, pressures, voltages, and amperages.
- 3) Check the operation of the control circuit.
- 4) Check the operation of the motor and starter.
- 5) Analyze the recorded data. Compare the data to the original design conditions.
- 6) Review operating procedures with operating personnel.
- 7) Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

IV. Ozone Trane Air Cooled Scroll Chillers

- a) The following work is to be performed during the Start-up and mid-season inspection two (2) times per year:

- 2) General Assembly
- 3) Inspect for leaks and report results.
- 4) Repair minor leaks as required (e.g. valve packing, flare nuts).
- 5) Visually inspect condenser coils for cleanliness.
 - i) Lubricate the condenser fan bearings, if applicable.
- 6) Controls and Safeties
- 7) Inspect the control for cleanliness.
- 8) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- 9) Verify the working condition of all indicator/alarm lights, if applicable.
 - i) Test the low evaporator pressure safety device. Calibrate and record setting.
- 10) Lubrication System
- 11) Check oil level in the compressor(s).
- 12) Test oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
 - i) Verify the operation of the oil heater.
- 13) Motor and Starter
- 14) Clean the starter and cabinet.
- 15) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- 16) Check the condition of the contacts for wear and pitting.
- 17) Check the contactors for free and smooth operation.
- 18) Check the tightness of the motor terminal connections.
- 19) Meg the motor(s) and record readings.
- 20) Verify the operation of the electrical interlocks.
 - i) Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

b) Start-Up Procedure

- 1) Verify the operation of the oil heater(s), if applicable.
- 2) Start the unit.
- 3) Verify the starter operation.
- 4) Verify smooth operation of the compressors and fans.
- 5) Verify the operation of all timing devices.
- 6) Check the set point and sensitivity of the discharge temperature control device.
- 7) Verify the operation.
- 8) Verify the operation of the condenser fan control device(s).
- 9) Verify the operation of the low ambient dampers, if applicable.
- 10) Check the superheat and sub cooling of the refrigerant circuit(s).
- 11) Verify full refrigerant circuit(s). Check sight glasses, if applicable.
- 12) Test the operation of the high condenser pressure safety device. Calibrate and record setting, if applicable.
- 13) Log the operating conditions of the unit after the system has stabilized.
- 14) Review operating procedures with operating personnel.
- 15) Provide a written report of the completed work, operating log, and indicate any uncorrected deficiencies detected.
- 16) Record settings on controller, if applicable.

c) Mid-Season Running Inspection (1 time per year) Check the general condition of the unit.

- 21) Check the operation of the control circuit.
- 22) Check the operation of the motor(s) and starter(s).
- 23) Log the operating conditions after the system has stabilized.
- 24) Analyze the recorded data. Compare the data to the original design conditions.
- 25) Review operating procedures with operating personnel.
- 26) Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

V. Condenser Cleaning

The following work is to be performed during the Start-up and mid-season inspection two (2) times per year:

a) Air Cooled Condensers (1-10 Tons) CDS-220A

- 1) Clean air-cooled condenser, using pressurized water.

Table 2: Ozone Chillers to be serviced for start-up, mid-season and checkout

Description	Location	Make	Model	Serial	Tasks
180 Ton Chiller	Ozone Building Upper Level East Unit	Trane	RTHB180	U95F08235	All
Trane Chiller Condensing Unit	Outside Ozone Building by Basin 4	Trane	CAUCC60	C99D05520M	All associated

SECTION III - MINIMUM INFORMATION REQUIRED

A. PROPOSAL FORMAT

Respondents should organize Proposals into the following Sections:

1. Professional Qualifications and Certifications – must include actual certifications
2. Past Involvement with Similar Projects; including three (3) references in Southeast Michigan for which comparable work has been performed on similar equipment
3. Letter of commitment indicating response time in case of equipment failure and emergency response required by the City of Ann Arbor.
4. Fee Proposal (include in a separate sealed envelope)
5. Authorized Negotiator
6. Appendices

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 and Experience – 40 points

- a. 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 the state in which it is incorporated.
- b. Provide information on key personnel that will comprise the team responsible for completing the project. At a minimum please provide a resume listing the qualifications and experience for the project manager and technicians assigned to maintain the City's equipment.

B. Past involvement with Similar Projects - 40 points

The written proposal must include a list of three (3) facilities in Southeastern Michigan for which comparable work performed on similar equipment. The facilities should demonstrate experience in the project area and indicate proven ability to implement projects. The list shall include facility name, contact name, project title, owner name, address, and phone number.

Provide one (1) sample checklist and work summary for work performed on similar equipment.

C. Fee Proposal - 15 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to be completed using the attached format with sample types and estimated quantities per year. Rates should include all project management expenses including travel.

1. Authorized Negotiator

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

2. Attachments

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

PROPOSAL EVALUATION

A selection committee composed of City staff will evaluate each proposal by the above described criteria and point system 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 further consideration. The City may contact references to verify material submitted by the Respondents.

Interviews with the selected firms will be scheduled if deemed necessary by the City. At the interviews, the selected firms 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. The interview shall consist of a presentation of up to thirty (30) minutes by the Respondent, including the person who will be the project manager on this Contract, followed by up to forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

The firms interviewed will then be re-evaluated by the above criteria (A through C), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City

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

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

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 10 sheets (20 sides), not including required attachments.

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

ADDENDA

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

Each contractor must acknowledge in its proposal all addenda it has received. The failure of a contractor to receive or acknowledge receipt of any addenda shall not relieve the contractor of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

Attachment G – Fee Proposal Form

Attachment H - Professional Services Agreement Sample

**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 _____

Contractors:

Address: _____

Contact Phone _____ Fax _____

Email _____

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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

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

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

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

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

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address



ATTACHMENT 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 of interest policies as stated within the certification section below.

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

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

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

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

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

ATTACHMENT E
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

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

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

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

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

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

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

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

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

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2017 - ENDING APRIL 29, 2018

\$13.13 per hour

If the employer provides health care benefits*

\$14.65 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

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

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

**Attachment G:
Fee Proposal Form**

ITEM	Total Cost
(a) Total Project Cost	Year 1 (July 1, 2017 – June 30, 2018) \$ _____
	Year 2 (July 1, 2018 – June 30, 2019) \$ _____
	Year 3 (July 1, 2019 – June 30, 2020) \$ _____
	Year 4 (July 1, 2020 – June 30, 2021) \$ _____
	Year 5 (July 1, 2021 – June 30, 2022) \$ _____

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein.

Repairs

The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City for repairs outside of the Bi-Annual Maintenance amounts: Rates include all overhead costs, travel time, service vehicles and all necessary equipment. Rates do not include any material that may be required.

Rate Type	Definition - REPAIRS	Rate per hour per technician	Other rates (describe)
Regular Time	“Regular time” is defined as: eight (8) hours’ work between the hours of 7 am and 4:30pm Monday through Friday		
Overtime Hourly Rate	“Overtime” is defined as 4:30pm to 10:00 p.m. Monday through Friday		
Weekend Hourly Rate	“Weekend” is defined as a) 8:00am to 4:30 pm on Saturday b) 12:00 am to 7:59 am on Saturday and 4:31 pm Saturday to 11:50pm on Sunday	A)	A)
		B)	B)
Holiday Hourly Rate	“Holiday” is defined as: Any hours worked on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day		

ATTACHMENT H: SAMPLE PROFESSIONAL SERVICES AGREEMENT

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

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____**

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

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.
Project name

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

III. SERVICES

A. The Contractor agrees to provide professional _____
type of service
("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any

time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may

arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or contractors to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the

breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

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

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48103

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

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

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name

Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

City Administrator

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT B
COMPENSATION**

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C
INSURANCE REQUIREMENTS**

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

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

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

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

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

Appendix B

Insurance and Endorsement Template

(Note: Professional Liability Insurance also required by Exhibit C)