

**REQUEST FOR PROPOSAL
RFP 900**

PAYROLL SERVICES



Proposal Due Date: Friday, May 16th, 2014 by 11:00 AM Eastern Time

Human Resources and Labor Relations
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 I
GENERAL INFORMATION**

A. OBJECTIVE

The purpose of this request for proposal (RFP) is to seek proposals from companies for Payroll Services such as: employment taxes, wage payment, wage garnishments, W2 production and employment verifications.

The chosen vendor must be able to efficiently and effectively integrate with version 4.17 of NuView Systems, Inc.'s HR and Payroll system, the City's future HRIS system.

B. PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting for this RFP.

C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

The RFP is issued by the City of Ann Arbor, Procurement Unit. All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Friday, May 9th , 2014 at 3:00 PM and should be addressed as follows:

RFP Process and HR Compliance questions: Mark Berryman, Purchasing Manager, at mberryman@a2gov.org

RFP Scope of Work/Proposal content questions: Robyn Wilkerson, Director – Human Resources and Labor Relations, at rwilkerson@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.

All requests for Clarifications must be submitted on or before Friday, May 9th, 2014 at 3:00 PM

D. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to

a2gov.org and MITN.info and it shall be the respondent's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

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

E. PROPOSAL REQUIREMENTS

To be considered, each respondent must submit a response to this RFP using the format provided in Section IV. 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, concise description of the Respondent'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.

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.

F. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **Friday, May 16th, 2014 by 11:00 AM (Eastern Time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Respondents must submit three (3) copies of the Proposal and two (2) copies of the Fee Proposal in the manner specified below.

Proposals submitted must be clearly marked:

RFP 900 - PAYROLL SERVICES

and then list Respondents name and address. Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit C/O Customer Service Dept.
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

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

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

G. SELECTION CRITERIA

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

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

If the City elects to interview Respondents, during the interviews, the selected respondents 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 to this project. Interviews, if conducted, are anticipated to be scheduled from May 27th, 2014 – May 30th, 2014. 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.

This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor subsequent receipt and evaluation of any response by the City, will commit the City to award a contract to any respondent even if all of the requirements in the RFP are met. Only the execution of a written contract will obligate the City in accordance with the terms and conditions contained in the contract.

H. TYPE OF CONTRACT

A copy of the City standard Professional Services Agreement (PSA) and contract provisions, including the City's insurance requirements, is incorporated into this RFP as Appendix A (Section IV). Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in

Exhibit C of the Professional Services Agreement. **The selected Respondent will be required to execute the City’s Professional Services Agreement. The City will not entertain changes to the standard Professional Services Agreement unless required in connection with the final negotiated scope of work and fee schedule,**

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

I. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the respondent 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, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the proposal.

J. SCHEDULE

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

Activity/Event	Anticipated Date
RFP Published/Distributed	May 1 st , 2014
Deadline for Respondent Questions and Clarifications	May 9 th , 2014 by 3:00 PM
Proposals Due	May 16 th , 2014 by 11:00 AM
Proposal Evaluations	May 16 th through May 23 rd , 2014
Due Diligence Meetings with Selected Respondents (if necessary)	May 27 th through May 30 th , 2014
Determine Best Solution and Anticipated Selection of Respondent Contractor	Week of June 2 nd , 2014
Council Approval/Execute Contract	TBD

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

*Contracts valued in excess of \$25,000.00 require council approval.

H. DISCLOSURES

All information in a submitter’s Proposal is subject 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.

If any respondent believes that any portion of its response is confidential and proprietary, the respondent shall clearly assert such exception and the specific legal authority of the asserted exemption. A respondent's labeling of any proposal material as "confidential" or otherwise exempt from disclosure is not binding on the City, and the City will not be liable to the respondent or to any other person or entity for disclosing any portion of the respondent's proposal as required by law.

I. AWARD PROTEST

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action email. The respondent must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the 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.

J. 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 Respondent will notify the City of any changes in this status.

K. 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.

L. HUMAN RIGHTS INFORMATION

The City's standard Professional Services Agreement, 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 copies of the Human Rights Division. In event they are not, the respondent will have 24 hours from the City's request to return completed forms. Contract compliance forms are attached to this RFP as Attachment D.

M. LIVING WAGE

All respondents 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 1:1815 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. The Living Wage forms are attached as Attachment C.

N. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that prospective Respondents complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Respondent 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.

The Vendor Conflict of Interest Disclosure Form should be submitted with the proposal. In the event it is not, the respondent will have 24 hours from the City’s request to return the completed form. The Disclosure Form is attached as Attachment A.

INDEPENDENT FEE DETERMINATION

1. By submission of a proposal, the respondent 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 respondent 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 respondent and will not knowingly be disclosed by the respondent 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 respondent 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 respondent’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.

O. IRS FORM W9

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

P. RESERVATION OF RIGHTS

1. The City of Ann Arbor reserves the right in its sole and absolute discretion to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive or not to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.
2. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
3. The City reserves the right to request additional information from any or all respondents to the RFP.
4. The City reserves the right to determine whether the scope of the project will be implemented entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

SECTION II SCOPE OF WORK

A. BACKGROUND

The City has approximately 690 regular full time employees and up to 400 seasonal employees annually. Payroll is processed on a bi-weekly basis and all employees are required to have direct deposit.

The City currently has only one Federal Tax ID and there is no Ann Arbor city tax on employees. Employees are all in MI with the future possibility of a reciprocity agreement with Ohio.

The City currently processes approximately 40 employee garnishments.

The City currently provides approximately 275 income and/or employment verifications annually.

The City is in the process of changing HRIS vendors and is soliciting proposals from qualified Respondents to provide Payroll Services in connection with the selected HRIS vendor, NuView Systems, Inc.

B. SCOPE OF WORK

Payroll Services include, but are not limited to:

- Employment taxes
- Wage payment
- Wage garnishments
- W2 production
- Employment verifications

**SECTION III
EVALUATION CRITERIA**

Proposal Evaluation

The Selection Committee will perform an initial evaluation of each proposal based on the criteria described below using a 100 point system.

<i>Evaluation criteria</i>	<i>Weight</i>
<i>Proposed system/solution functionality</i>	<i>30%</i>
<i>Integration and compatibility to interface to NuView Systems, Inc.</i>	<i>25%</i>
<i>Implementation and support capabilities</i>	<i>15%</i>
<i>Customer Service model</i>	<i>10%</i>
<i>System security; Sarbanes Oxley compliance</i>	<i>10%</i>
<i>Pricing</i>	<i>10%</i>

At the initial evaluation, the fee proposals will not be reviewed. The City reserves the right to not consider any proposal which it determines to be unresponsive and/or deficient in any of the information requested for evaluation.

After initial evaluation, the City will determine the top respondents, and open only those fee proposals. The City will then determine which, if any, respondents will be interviewed. A proposal with all the requested information does not guarantee the respondent to be a candidate for an interview. The Selection Committee may contact references to verify material submitted by a respondent.

Respondents should be prepared to conduct a presentation if requested by the City of Ann Arbor. Presentations will provide vendors the opportunity to explain the functional and technical capabilities of their system and services. Respondents should also be prepared to answer detailed questions regarding their proposals. Upon notification of its opportunity to provide a presentation, The City of Ann Arbor will provide respondents a detailed agenda for the presentation.

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

SECTION IV

MINIMUM INFORMATION REQUIRED

Submission Requirements are stated in Section I above. Respondents are reminded to submit the following number of copies of their proposal in the format specified below:

- Three (3) printed copies of Proposal
- 2 copies of the **FEE PROPOSAL** in a separate sealed envelope labeled **FEE PROPOSAL**

Respondents should organize proposals into the following Sections:

- A. Executive Summary.
- B. Company Overview.
- C. Solution Overview.
- D. Technology
- E. Pricing.

Each Section must include the following information:

A. EXECUTIVE SUMMARY

Please provide a brief overview of the Payroll services solution being proposed for The City of Ann Arbor.

B. COMPANY OVERVIEW

1. Please provide your company's name, corporate mailing address, phone number, and web site address.
2. Provide the date and state of incorporation.
3. Provide the name, title, address, telephone number, fax number, and email address for the person submitting this proposal.
4. Briefly describe your organization's business background and history.
5. How many public sector entities do you serve? What is the average size of your customer organizations?
6. Provide the number of years your organization has provided the service(s) proposed in this RFP.
7. Describe your financial controls and audit procedures.
8. Is your offering SSAE 16 (or equivalent) certified?

9. Describe how you assist clients in maintaining compliance with current legal and regulatory requirements.
10. Please describe ownership of intellectual property and data. Who owns the data?
11. Summarize legal action taken against your company in the past three years related to the services outlined in the RFP, including number of suits, causes of action, and account of any monetary settlement or judgment.
12. What is your average client retention rate and tenure?
13. Describe your quality assurance processes.
14. How do you measure client satisfaction?
15. Describe any user groups for clients using your services.
16. What is the philosophy for determining new release/enhancement features? Do client suggestions figure in to these decisions?
17. What awards/recognition have you received in recent years?
18. What are your top competitive advantages as a company?
19. Please describe any additional services that you offer that are related to the RFP.

C. SOLUTION OVERVIEW

Employment verification

20. Describe the process of obtaining employment and income verifications through your solution.
21. What specific data is required for employment and income verification?
22. Who authorizes the income and/or employment verifications?
23. How is data transmitted, and how often do you need the data?
24. How does the commercial/private verifier and/or social service agency, Immigration Service, or Worker's Compensation provider obtain an income and/or employment verification?
25. What assistance do you provide in notifying the lenders/verifiers about utilizing your service?
26. What types of verification reports are provided to the employers?
27. What online functionality is available to employers?

28. Please describe the type and hours of customer support.

Garnishment services

29. Provide us with an overview of your garnishment services.

30. Describe how you support a client who charges the state-allowed administrative fees to offset the expense of administering garnishments. Who retains funds? Do you maintain a set of state rules?

31. Describe the garnishment communications you provide for states that require notification be sent with payment.

32. Do you have a process to remit child support payments electronically and/or via direct deposit?

33. What support services do you offer to take phone calls from attorneys, custodial parents, employee's, etc? Describe customer service provided.

Total payment solutions

34. Present all details of your full service direct deposit program.

35. Can you provide a check reconciliation file for the purposes of check reconciliation in the client's payroll system?

36. Please outline your method for handling un-reconciled checks and escheatment of unclaimed funds.

37. Please indicate the lead time needed to process an out of cycle check run.

38. Please provide a holiday processing schedule (e.g., pay day falls on holiday so payday moves up one day or holiday in the middle of the week).

39. Do you have the ability to ensure a next day check delivery, including Saturday?

40. Please indicate the procedures for stop pay and replacement of checks.

41. In an ACH transmission, can the client make line-item deletions from the file prior to your company transmitting the file? How will direct deposit errors be corrected?

42. Please outline your process for handling rejected ACH payments.

Pay card

43. Do you offer a pay card solution to help us move to a 100% paperless payroll?

44. Please describe the history of your pay card program and any partnerships you require to enable this service?

45. Does your service allow for electronic first pay via instant issue at the client's location?
46. Are employees automatically qualified or do they require a credit check?
47. Do you provide flexibility by offering a PIN-based instrument to eliminate overdrafts that is upgradeable to a portable VISA brand at the employee's option?
48. Does the service allow for free money transfers (card-to-card or card-to-bank account) for U.S.- based accounts?
49. Please explain the employee's options to access their funds.
50. How will an employee access his/her pay-to-the-penny funds free of charge?
51. Please describe your implementation to roll out the pay card.
52. Please describe your client training program to roll out the pay card.
53. Please describe your Customer Service program for the employees who use the pay card.
54. Please describe how you handle lost and stolen pay cards.
55. Describe your card program's check option for employees to access their funds at no discount.
56. Describe if you provide a bank or multiple banks that allow for the cashing of your program's convenience checks.
57. Explain if your program requires the employee to activate the pay card in order to use the convenience check.
58. Describe how your program allows employees to add cash to their card.
59. How does your program meet compliance requirements as they relate to the various states?
60. If outside of the U.S., where is your customer service based?
61. Do you place the name of the employee on your card?
62. Do you charge for debit or signature-based transactions?
63. Do you provide ATM access at bank locations? How many ATMs are part of your network?
64. Describe how your clients and their employees benefit from your pay card offering.

[Print solutions](#)

65. What are the competitive advantages of utilizing your company's check printing services?
66. Describe the check printing process.
67. Do you provide check stock? If so, what security features are utilized?
68. Does the service allow printing of multi-page checks? If so, what is the maximum number of pages?
69. What distribution methods are available?
70. Do you have a secure, user-friendly web-based application that an active and/or inactive employee can access using multiple web browsers?
71. How does your company system(s) ensure information security (when clients transmit files to you and when you store files after receipt)?
72. What file formats do you accept for print jobs?
73. Describe audit procedures and/or verification programs that ensure transmissions are received successfully and contain all required data.
74. Describe the printing technology/equipment that is used.
75. Describe the advantages of your company's W-2 services.
76. Does your service provide a W-2C option? If so, describe the process for receiving W-2c requests from active and/or inactive employees.
77. Where is the printing processing facility located?
78. Describe your account management methodology.
79. What are your SLAs and target values for standard check printing inquiries/requests and processing?
80. Describe your quality assurance program.

Tax services

81. How does your solution determine tax liabilities and deposits? What is the validation process?
82. Describe your tax amendment process.
83. What is your standard turnaround time for processing amendments?
84. Describe your funding process.
85. How does your solution handle manual or off-cycle transmissions, negative wage reporting for SUI, etc.?

86. What online functionality does your solution provide?
87. Describe the setup process for new jurisdictions on your service.
88. When responding to agency inquires, what is your standard response time?
89. Describe your reconciliation process.
90. Describe year-end processing timelines.
91. What is your strategy for obtaining our payroll tax data?
92. Who is responsible for extracts/interfaces, including installation and maintenance?
93. Do you require a separate W-2 file format for year-end processing?
94. What is the experience level of your tax service representatives?
95. Do you offer client training that will earn CEU/RCH units applicable towards recertifying the CPP designation?
96. How do you support a data security requirement that payroll tax-related information not be sent via U.S. Mail or other common carrier?

D. TECHNOLOGY

Hardware and software requirements

97. Providing a listing of all desktop platforms certified for use (e.g., hardware requirements, operating systems, browsers) and any third-party software or plug-ins.
98. Describe the connectivity requirements for the system.
99. Describe mobile solution capabilities offered by your company today.

Cloud/hosting services

100. Do you host client data for all platforms? Are any third parties involved?
101. What certifications and/or standards are supported? ISO? ITIL?

Security

102. Summarize your information security policy and how you ensure the integrity of your information technology system.
103. What are the procedures for intrusion detection, incident response, and incident investigation/escalation?

104. Do you encrypt data to ensure confidentiality? If so, what types of encryption methods are used?
105. Do you support secure email? If so, what types of secure email do you support and what encryption methods are used?
106. Describe the physical security measures you have implemented to protect clients' information assets.
107. Describe password policies that are enforced.
108. How is our data isolated from other clients' data?

E. PRICING

The fee proposal shall be submitted in a separate, sealed envelope.

The fee proposal shall include information on implementation and ongoing services separately.

For the services listed below,

- Employment taxes
- Wage payment
- Wage garnishments
- W2 production
- Employment verifications

For implementation costs, please include a complete detailed fee schedule for every aspect of implementation for each of the services listed above.

For ongoing services, please include a complete detailed fee schedule for each of the services listed above.

F. AUTHORIZED NEGOTIATOR

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

G. ATTACHMENTS

The following attachments should be included in the appendix section of the proposal submission:

Attachment A - Vendor Conflict Form
Attachment B - Legal Status of Respondent
Attachment C - Living Wage Requirements
Attachment D - Contract Compliance Forms

APPENDIX A – SAMPLE CONTRACT

AGREEMENT BETWEEN

**AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

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

("Consultant") a(n) _____

(State where organized) (Partnership, Sole Proprietorship, or
Corporation)
with its address at _____
agree as follows on this _____ day of _____, 20____.

The Consultant agrees to provide professional 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 or delivered to City by Consultant under this Agreement

Project means _____.
Project name; File and Subfile No.

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 this Agreement.

III. SERVICES

- A. The Consultant agrees to provide professional _____ services ("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 professional quality performed by experts regularly rendering this type of service.

Determination of acceptable quality shall be made solely by the Contract Administrator.

- C. The Consultant 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 Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant 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 Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed _____
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant 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 acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Consultant shall provide to the City, before commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant 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, the Consultant 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 the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant 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 Consultant 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.

VIII. 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.

- 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 the Consultant, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. 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 CONSULTANT, 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
301 E. Huron St., POB 8647
Ann Arbor, Michigan 48107
Attn:

XII. CHOICE OF LAW

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

XIII. OWNERSHIP OF DOCUMENTS

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

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

XIV. CONFLICT OF INTEREST

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

XV. 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.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

FOR THE CITY OF ANN ARBOR

By _____
Type name

By _____
John Hieftje, Mayor

Its

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Tom Crawford, Chief Financial Officer

Approved as to Form and Content

Stephen K. Postema, City Attorney

SAMPLE AGREEMENT EXHIBITS

EXHIBIT A

(negotiated scope of work based on accepted terms of Proposal)

EXHIBIT B

(negotiated compensation based on accepted terms of Proposal)

EXHIBIT C

INSURANCE REQUIREMENTS

- A. Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Consultant 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.

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 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

3. 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.

4. Commercial Crime Insurance for each occurrence and for aggregate in the amount of \$1,000,000.

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.

Insurance required under .A 2 and .A.3 above of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

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

ATTACHMENT A



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.

ATTACHMENT B

LEGAL STATUS OF RESPONDENT

(The Respondent shall fill out the appropriate form and strike out the other two.)

By signing below the authorized representative of the Respondent hereby certifies that:

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 C
LIVING WAGE REQUIREMENTS

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2014 - ENDING APRIL 29, 2015

\$12.70 per hour

If the employer provides health care benefits*

\$14.18 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
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

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

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that 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 \$12.70/hour when health care is provided, or no less than \$14.18/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 2014.
- 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_____
 - 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.

OR

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

Company Name	Address City State Zip
Signature of Authorized Representative	Phone (area code)
Type or Print Name and Title	Email address

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

ATTACHMENT D

**ANN ARBOR CITY CODE EXCERPT
FAIR EMPLOYMENT PRACTICE**

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

9:161 NONDISCRIMINATION BY CITY VENDORS

- (1) All vendors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All vendors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City vendors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective vendor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the vendor's labor recruitment area, i.e., the area from which the vendor can reasonably be expected to recruit, said vendor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other vendors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the vendor's labor recruitment area. In the case of construction vendors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction vendors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, vendors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the vendor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the vendor has made

in meeting the affirmative action goals it has agreed to;

(c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

(5) The Director shall monitor the compliance of each vendor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of vendors not in compliance.

(6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

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

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

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

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

City Policy

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

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

To complete the form:

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

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
734/794-6500

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

Form #1

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

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

Form #2

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												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													
TOTAL													
PREVIOUS YEAR TOTAL													

