

# REQUEST FOR PROPOSAL

**RFP # 22-44**

## Commercial Solid Waste Franchise Collection

City of Ann Arbor  
Public Works



**Due Date: June 30, 2022 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 of Ann Arbor is issuing this Request for Proposal seeking one franchised hauler to collect refuse, optional subscription-based compost, and as-needed bulky waste and illegal dumping from commercial locations and multifamily locations within the city limits. The City is seeking to select a franchised hauler that will provide these collection services for two service areas: 1) Downtown and 2) Outside the Downtown.

The RFP is also seeking the same franchised hauler to provide superior customer service and proposed methods to help the City reach its A2ZERO climate neutrality goals. The ultimate goals of this RFP are to meet or exceed environmental goals, customer expectations for customer service excellence, adhere to City Council directives, and provide efficient and effective solid waste management services.

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

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

**All questions shall be submitted on or before June 6, 2022 at 10:00 a.m.**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Sarah Mason, Resource Recovery Manager - SMason@a2gov.org

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

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

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

### **C. PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held:

WHEN: June 1, 2022 at 10:00 a.m.

WHERE: Virtual Meeting Room. To attend the meeting, contact Sarah Mason at SMason@a2gov.org no later than 24 hours prior to the scheduled time to receive a meeting link.

The meeting is not mandatory; however, it is highly recommended that interested offerors attend the meeting. The purpose of this meeting is to discuss the project with prospective offerors and to answer any questions concerning RFP 22-44. Any questions and answers furnished in the pre-proposal meeting will not be official until verified in writing through an addendum.

#### **D. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

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

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

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of July 18, 2022**. Offeror must be available on these dates.

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

## F. SEALED PROPOSAL SUBMISSION

**All proposals are due and must be delivered to the City on or before, June 30, 2022 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 USB/flash drive as one file in PDF format

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

- two (2) copies of the fee proposal

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

Proposals submitted should be clearly marked: **“RFP No. 22-44 – Commercial Solid Waste Franchise Collection”** and list the offeror’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 bids may be dropped off in the Purchasing drop box located in the Ann Street (north) vestibule/entrance of City Hall which is open to the public at all hours. The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

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

- **Attachment B - Legal Status of Offeror**
- **Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance**

- **Attachment D - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document**

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

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

***All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.***

## **G. DISCLOSURES**

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

## **H. TYPE OF CONTRACT**

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

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

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

## **I. NONDISCRIMINATION**

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

## **J. WAGE REQUIREMENTS**

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

## **K. CONFLICT OF INTEREST DISCLOSURE**

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

## **L. COST LIABILITY**

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

## **M. DEBARMENT**

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

## **N. PROPOSAL PROTEST**

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

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

**O. SCHEDULE**

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

The following is the schedule for this RFP process.

| <b>Activity/Event</b>                | <b>Anticipated Date</b>               |
|--------------------------------------|---------------------------------------|
| Written Question Deadline            | June 6, 2022, 10:00 a.m.              |
| Addenda Published (if needed)        | Week of June 6, 2022                  |
| Proposal Due Date                    | June 30, 2022, 2:00 p.m. (Local Time) |
| Tentative Interviews (if needed)     | Week of July 18, 2022                 |
| Selection/Negotiations               | August 2022                           |
| Expected City Council Authorizations | October / November 2022               |

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

**P. IRS FORM W-9**

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

**Q. RESERVATION OF RIGHTS**

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

## **R. ENVIRONMENTAL COMMITMENT**

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

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

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

The Contractor shall comply with all federal, state, and local laws for services included in this RFP throughout the duration of the Contract.

### **1. Background**

The City of Ann Arbor Public Services Area's Public Works Unit is responsible for the management and oversight of Solid Waste generated within the City of Ann Arbor. The information presented in this section and related Appendices are for informational purposes only. Each Proposer should take whatever steps it believes are necessary to determine the actual service requirements of the City and understand service conditions when preparing a proposal.

The City serves a population of approximately 124,000 persons in an area of about 28 square miles.

The City has an ordinance (Chapter 26 – Section 2:2) that requires all businesses to utilize the City's exclusive service provider for the collection and disposal of solid waste from commercial, industrial, institutional, and multifamily users. It is the intent of this RFP to have all commercial locations be serviced by the City's franchised hauler.

There are roughly 950 individual customers using the current franchised hauler for refuse collection service in the City of Ann Arbor. The total tons generated from all franchised hauler customers is approximately 1,700 – 2,000 tons of refuse per month (20,000 – 24,000 tons/year).

Additionally, the franchised hauler currently provides containers and collects recyclables from approximately two 40 cubic yard roll-off compactors and one 20 cubic yard roll-off compactor at three locations in the Outside the Downtown service area. It is the intent of this RFP to have the successful offeror provide containers and collections needed for this recycle collection under the agreement. The City reserves the decide whether to add or drop this service at their sole discretion as they see fit.

A detailed list of current collection levels of service and locations is included in a table in Attachment A.

Commercial refuse collection provided by the current franchisee utilizes containers provided by the franchisee. These containers include dumpsters and compactors (2 to 8 cubic yards capacity). Commercial collection provided by the City in the Downtown service area uses 96-gallon curb carts provided by the City. However, with the exception of multifamily units that own their own dumpster to receive City collection, it is the intent of this RFP to have the successful offeror provide all containers needed for collection under the agreement including, containers needed for routine base refuse collection service; optional subscription-based compost

service; and for as-needed bulky waste collection service.

Proposers need to be aware of and consider in their proposals some specific challenges to refuse collection in the Downtown service area. In the Downtown service area, a large portion of the collection is done in alleys (refer to Attachment A – Downtown Alleys and City-Owned Parcels). Challenges with collection may include limited space in alleys; traffic congestion during business hours, events, and weekends; time of collection restrictions; other collection containers stored either properly or improperly in alleys; and alley vehicle parking. Currently, collection in the Downtown service area occurs in three types of containers: vertical compactors, front-end-load dumpsters, and curb carts. Curb carts (approximately 205) are serviced by City employees while compactors and dumpsters (138) are serviced by the franchised hauler. In several commercial locations containers are shared by multiple commercial customers. It is an intent of this solicitation to seek a proposer who can provide recommendations on container consolidation in the alleys of downtown and streamlined collection service for the area.

Additionally, the City currently services approximately 72 refuse manual pedestrian sidewalk containers, 9 big belly refuse containers, 20 recycle manual pedestrian sidewalk containers, and 8 big belly recycle containers the Downtown service area. Collection services of these containers shall be included in the Proposers work plan and fee schedule.

### ***Potential Downtown Solid Waste District***

The City's 2019 Solid Waste Resources Management Plan (SWRMP) includes specific recommendations related to solid waste collection service in the Downtown service area such as: restaurants and bars needing to have Saturday and Sunday collection and minimum 4-day collection weekly; consolidation of containers in the Downtown service area by planning and designing locations to place larger containers (6-8 cubic yard dumpsters and/or compactors) in the Downtown service area either in alleys or on City-owned properties to serve groups of businesses and removing carts from alleys to the greatest extent possible; developing a cost-distribution formula to apportion costs for consolidated container services based on property type, size, usage, hours of operation, etc. and establishing a management structure for downtown services; and, to establish separate and discrete service arrangements within the Downtown service area through either the inclusion of separate Downtown service area operating requirements and service costs within the commercial franchise agreement or through award of a separate contract for solid waste collections within the Downtown service area.

A way to implement these recommendations could be through the creation of a distinct "Downtown Solid Waste District" where the cost of refuse collections by the future franchised collections Contractor within the district would be totaled and billed to the City as a single monthly invoiced amount. The City would then distribute that amount across the entire district customer base using the established cost-distribution formula for billing and reimbursement to the City. Refuse collection

service levels may be adjusted up or down as necessary to meet the needs of the Downtown service area, but again the adjusted service level costs would be summarized by the franchised collections Contractor and billed to the City for payment to the Contractor.

The City is not at this time opting to have a separate service agreement for the Downtown service area, and plans to implement service level recommendations and equitable fee sharing before the start of the agreement resulting from this solicitation. Furthermore, collections of the Downtown service area will remain part of the collection agreement included in this RFP regardless of whether the City decides to implement a Downtown Solid Waste District. However, the City reserves the right to in the future address more of these recommendations through other means.

The City has not yet made a determination whether or not to move forward with this “Downtown Solid Waste District,” but has examined a potential boundary for such a district which would be the same boundary shown as the Downtown Service Area Boundary included in Attachment A – Service Area Boundaries. A key factor in the decision-making process for the City will be the cost of service for such a district. Therefore, Proposers shall include costs for providing services to this district if/when it is established, if costs are different from the costs submitted for required services described in this RFP. If costs are the same, then Proposers should acknowledge the potential district and include in their work plan those costs would be the same. Proposers pricing should be based on servicing the properties shown in Downtown Service Area Boundary included in Attachment A – Service Area Boundaries. This separate pricing is further detailed in **SECTION III – MINIMUM INFORMATION REQUIRED**.

## **2. Contract Purpose**

The intent and purpose of this solicitation is for the City to contract for commercial and select multifamily refuse collections as well as optional subscription-based compost, and as-needed bulky waste and illegal dumping collections for these customers to a single franchised hauler. Multifamily collections included in this RFP are all collections at locations where the customer rents the container from the franchised hauler and collections more than once per week at locations where the customer owns the container, as the City provides one tip per week for customers that own the container. The City is seeking to select a franchised hauler that will provide these collection services for two service areas: 1) Downtown and 2) Outside of the Downtown. A map outlining the approximate service area boundaries is included in Attachment A – Service Area Boundaries. These service areas are subject to change.

The proposal is also seeking the same franchised hauler to provide superior customer service and proposed methods to help reach the City’s climate and sustainability goals.

The ultimate goals of this RFP are to meet or exceed environmental goals, customer expectations for customer service excellence, adhere to City Council directives, and provide efficient and effective solid waste management services.

A benefit of selecting one franchised hauler is to reduce vehicle miles traveled in accordance with the City's climate action plan "A2ZERO: Ann Arbor's Living Carbon Neutrality Plan" sustainability goals. Subcontractors for Supplementary Collection Services and Contractor Optional Collection Services will be acceptable provided the division of services is consistent with this goal. The City may exclude some locations from this RFP on a case-by-case basis depending on specific service circumstances. The City will contract with the selected hauler to develop and implement a program that provides comprehensive, efficient, effective and flexible solid waste collection services. The City is seeking these services for a period of 5-years, with the City reserving the sole option to extend the contract term for up to one additional five-year period. The Public Works Unit will oversee the direction and quality of work of this franchised hauler.

The City is seeking Contractor input on how to efficiently and effectively provide minimum service levels of solid waste collection services in the Downtown service area, including input on container type, size, and location. The Contractor shall consider factors including site requirements, site plans, and Development, Planning and Fire Department rules, regulations and ordinances.

### **3. Definitions**

The terms in this section are defined as currently written and shall be interpreted using these definitions, however definitions may change in the future as City ordinance is updated and interpretations shall be amended to match current City ordinance as applicable.

1. Bulky items: Appliances, furniture and other large household items as designated by the City, and containers or items which exceed the capacity or weight limits for curbside pickup as defined by the City.
2. Commercial customer: A commercial location owner, manager, or occupant responsible for solid waste oversight of a commercial location, including regulation compliance and billing.
3. Commercial location: Any commercial, industrial, and institutional building located within the city.
4. Commercial waste: The solid waste from commercial locations and all other activities and land use other than residential occupancy.
5. Compactor: A container that crushes and compresses solid waste.

6. Compostables: leaves, brush, tree limbs up to 6 inches in diameter and 4 feet in length, vegetative prunings, food scrap, Christmas trees, and other garden or yard waste and other organic material as may be specified by the City. Compostables suitable for home composting are specified in the city-provided fact sheets.
7. Contractor: Selected franchisee or franchised hauler.
8. Curb cart: A lightweight plastic container that the city requires to be used and is provided to residential and some commercial locations. A curb cart ranges in size from 30 to 96 gallons, is equipped with wheels to allow it to be easily rolled to the curb, is used for collection of refuse or recyclables or other designated solid waste and is able to be mechanically lifted and emptied into a collection truck.
9. Disposal site: A permitted solid waste disposal facility that the franchisee has obtained approval for use from the City.
10. Dumpster: A metal or plastic container in sizes that range from 1 cubic yard to 12 cubic yards, equipped with fixtures that allow the container to be dumped by a rear-loading or front-loading refuse or recycling truck.
11. Excess Refuse: Appropriately bagged refuse that exceeds the capacity of or otherwise does not fit in, or is not placed in, a collection container.
12. Food Scrap: Fruits, vegetables, dairy products, grains, bread, eggshells, and meats, as well as paper napkins, coffee filters, and cardboard with food residue.
13. Franchisee or franchised hauler: Contractual arrangements the city has made by having the city and an exclusive service provider selected by the city perform collection services that are structured to support the city's recycling and environmental goals as required to protect the public health, safety and welfare.
14. Franchise Agreement: The executed and legally binding Contract made between the City and franchised hauler.
15. Garbage: All putrescible food wastes such as animal, fish, fowl, fruit or vegetable matter incident to the use, preparation, and storage of food for human consumption. It also includes paper or containers containing these wastes except as excluded as designated by the City. It does not include prohibited materials specified in the City's code of ordinances or as designated by the City.
16. Missed Collection: A curb cart, dumpster, or compactor where solid waste should have been collected and was not, with no underlying reason and that does not fall under unserviceable.

17. Overfull (Mounded): A container that is filled with solid waste above the identified fill line but can still be collected without spillage.
18. Overloaded: A container with solid waste that is too heavy to be collected or a container too full with material to be collected without spillage.
19. Recyclables: means all containers, paper, cardboard, and other materials specifically designated as recyclable as designated by the City.
20. Refuse: All rubbish and garbage which is not deemed recyclable or compostable as defined in this document or as designated by the City. It does not include hazardous material or other prohibited materials.
21. Rubbish: Miscellaneous nonputrescible waste material resulting from housekeeping and ordinary mercantile enterprises, including paper, cardboard, metal containers, crockery, plastic, rubber, building materials, and bulk items. It does not include hazardous waste or other prohibited materials.
22. Service Area: Solid waste collection within the boundary limits as defined by the City of Ann Arbor.
23. Solid Waste: Refuse, recyclables, and compostables discarded by residents and commercial establishments and which qualifies for removal by the City of Ann Arbor. It does not include hazardous material or other prohibited materials. Solid waste includes construction and demolition waste only in quantities able to be disposed of in containers provided for removal by the City of Ann Arbor.
24. Spillage: Solid waste that is not contained within a suitable container or collection vehicle. Spillage may occur during the transfer of solid waste from containers to collection vehicles or may fall out of collection vehicles at any other time.
25. Transfer Station: City's Transfer Station located at 4160 Platt Road, south of Ellsworth, Ann Arbor, Michigan, or such other facility that is approved in advance by the City that is designed, operated, and legally permitted for the purpose of transferring municipal solid waste.
26. Unserviceable: A curb cart, dumpster, or compactor with solid waste that cannot be collected due to poor site conditions, including overfull, overloaded, blocked, or damaged containers as well as containers covered by snow and / or ice and containers with unacceptable material / items inside, which may include industrial waste, construction waste, and debris.
27. Useable condition: A compactor, curb cart, or dumpster that has no broken wheels, no broken lids, no holes or other defects that could result in solid waste not being contained within the compactor, curb cart, or dumpster.

#### **4. Collection Services**

##### **1. Base Collection Services**

- a. Refuse Collection: The franchised hauler for this contract will be responsible for refuse collection and disposal from all identified commercial properties and some collections at multifamily locations within the City of Ann Arbor
  - i. Downtown Service Area:
    1. Collection included in this contract is for all properties in the Downtown service area. Curb cart, dumpster, compactor collections, and other containers identified by the City at locations downtown will all be collected by the franchised hauler, unless otherwise directed by the City.
  - ii. Outside the Downtown Service Area:
    1. Commercial location collection included in this contract is for all commercial properties unless properties are serviced by the City.
    2. Multifamily location collection included in this contract is for multifamily properties currently being serviced by the existing franchised hauler, any additional identified multifamily properties, and more than once per week collections at multifamily properties where the customer owns the container, as the City provides one tip per week for customers that own the container.
  - iii. Collection of refuse from locations under this agreement must be transported to the City Transfer Station at 4160 Platt Road Ann Arbor MI, or other City approved facility. Rates for Disposal at the City Transfer Station are included in Attachment A.
- b. Excess Refuse Collection: Proposers shall include their proposal their approach and pricing for excess refuse collection at commercial and multifamily locations within the City of Ann Arbor
  - i. On-Ground: Excess refuse appropriately bagged and / or contained that is placed on the ground adjacent to the refuse container.
  - ii. Overfull (Mounded): Excess refuse placed inside container that fills the container beyond the appropriate capacity but can still be collected. The franchised hauler shall determine whether containers are overfull or overloaded. If containers are overloaded or overfull and cannot be collected, the franchised hauler shall notify the



customer and the City in accordance with the franchised haulers approved customer service plan.

The franchised hauler shall provide all labor, supplies, and equipment including adequate capacity containers (dumpsters, compactors, and / or curb carts as deemed necessary) to ensure appropriate refuse collection for commercial and multifamily customers that are included in the franchised collection agreement.

The hauler will be required to submit a preliminary work plan that includes proposed type and quantity of containers as well as a proposed collection schedule for all current franchisee service locations with their proposal. The work plan should identify any proposed recommendations for improving collection efficiency in the Downtown service area. Once the contract is awarded the franchised hauler will be required to submit the transition implementation plan as detailed in **Section 11: Franchise Transition and Recurring Assessment Plans** of this document as well as a monthly report to the City through the duration of the Contract. The intent of the implementation plan and regularly submitted reports is to determine whether alterations to containers and / or frequency of collection service are necessary.

The contractor shall perform all duties required for refuse collection including opening and closing dumpster enclosure gates, moving curb carts, dumpsters, and compactors to a position that can be accessed by the truck's automated lifting capabilities, cleaning up any material that spills as a result of the dumping process, documenting material that was outside of the container at the time of pickup (photographs required), and other tasks associated with the collection of waste.

Current collection levels of service and locations are included in Attachment A – Table 2: Detailed Current Franchised Hauler Commercial Customers.

The City also services several other institutions (schools, places of worship, etc.) in varying levels of service and will continue to service these institutions at this time. The Proposer is responsible for reviewing this RFP, including attachments, to gain an understanding of the collection services requested. The City reserves the right to add or delete customers or locations from the franchise collection service at their sole discretion by providing notice to the franchised hauler 5-business days prior to desired start date. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. The Proposers work plan should address potential collection service amendments.

## **2. Supplementary Collection Services**

There are several services that Proposers will be required to include in their proposal that would be optional to customers. Frequency and quantity of these services could vary over the contract period.

The following two services shall be included in all proposals as optional services for all customers.

- a. Compost (primarily food scraps) Collection Services: Collection of compostables and / or food scraps from commercial establishments and multifamily establishments of 11 or more units and transportation to an appropriate disposal facility as approved by the City, which could be the City's compost facility at 4170 Platt Road Ann Arbor MI or other City approved facility. The compost collection service is intended to be an optional subscription-based service for customers and collection levels could vary as customers opt in or out. In a recent open survey sent to commercial entities within the City, 34 of the 99 respondents stated that they already had compost service or would like the service and 16 respondents stated they would be interested in learning more about the service. Compost collection service and related landfill diversion of organic material has been identified as a service that may help the City to achieve A2ZERO climate neutrality goals and additional consideration will be given to Sustainability Plans based on how the plan incorporates this service to help the City achieve the A2ZERO goals.
- b. As-Needed Large Item Collection Services: Roll-off containers may be requested by customers as part of nonroutine collection services, for unique collection or additional refuse produced beyond the standard base collection specified at the customer location. The franchised hauler shall provide the as-needed bulky item collection services and on-call illegal dumping collection services as requested by the City or customer under this agreement. Contractor must be available for downtown cleanup day (A2 Blooms Day) to provide containers and collection services for bulky items and refuse. Services for roll-off containers (20yd, 30yd, and 40yd) shall be included in Proposers work plan and fee schedule including procedure and timeframe for requesting services, container delivery, hauling, and disposal.

Proposers are also requested to provide pricing for the following Downtown service area service:

- c. Downtown Pedestrian Sidewalk Containers and Big Belly Containers: The franchised hauler shall provide optional collection services for approximately 72 refuse manual pedestrian sidewalk containers, 9 big belly refuse containers, 20 recycle manual pedestrian sidewalk containers, and 8 big belly recycle containers downtown. A work plan and fee schedule are required for each container type, however the City maintains the option of whether to include in the franchised hauler contract.

### **3. Contractor Optional Collection Services**

Proposers may also include pricing for any various other services, including Fat, oil, and grease (FOG) Collection Services, they offer that they believe would provide a benefit to the City and its customers. A collection service that is desired and that the City would like to receive pricing for is a twice a year curbside collection of bulky items from residential properties throughout the City.

### **5. Standards for Collection Services**

The Contractor shall be responsible for all equipment and personnel related to the collection of refuse from containers managed under the City's franchise program.

The franchised hauler shall be responsible for routing their trucks and providing the service level requested by each individual customer or as required by the City. If Contractor becomes aware of a commercial establishment located within the City limits that is not serviced by the franchised hauler nor City, the franchised hauler shall contact the City to review the location information and gain approval for new service as necessary. Contractor shall not reach out to commercial entities directly without obtaining City approval. If the City grants approval of new service under the franchise agreement, the franchised hauler shall contact the establishment to establish refuse collection service and update the master customer database. The City may also notify Contractor of commercial entities to be added to service. The franchised hauler shall include a list of any known properties that are not serviced under the franchise agreement in the monthly report to the City and discuss these properties with the City at the monthly meeting between City and franchised hauler.

#### **1. Time of Collection Services**

- a. Time of collection shall be in accordance with the City ordinance which currently is:
  - i. Outside of the Downtown – Collections can occur no earlier than 7:00 a.m. and no later than 10:00 p.m.
  - ii. Downtown – Collections can occur after 6:00 a.m. and before 10:00 p.m. anywhere, and in alleys from 4:00am to 6:00am and from 10:00 p.m. to 12:00 a.m., provided the equipment and activity in the alley are approved in advance and in writing by both the department head or agency director and the City Administrator.
- b. Several times a year, downtown streets may be closed during special events and regularly scheduled collections during those event times may need to be at a time different from the regular schedule. It is important that containers are emptied before, during, and after events to avoid overfull and overloaded containers. The Contractor shall coordinate with the City and downtown customers to ensure collections are timely and adequate in times of special events and / or times of increased trash generation.

## 2. Collection Vehicle Age and Standards

- a. All vehicles shall have a high standard of aesthetics so as to maintain their as-new appearance and positively represent both the Contractor and the City.
- b. Contractor shall provide the City with an annual Fleet schedule with make, model and year, and assigned identify number.
- c. The Contractor shall equip each collection vehicle with an Automated Vehicle Locator (AVL) and a camera capable of capturing photographs. Equipment must be in good working condition throughout the duration of the contract.
- d. The Contractor shall maintain all collection vehicles in a clean and sanitary manner.
- e. All collection vehicles shall have appropriate safety markings, including operable highway lighting, flashing and warning lights, clearance lights and warning flags, all in accordance with applicable law(s). All collection vehicles and all parts and systems of all collection vehicles shall operate properly and be maintained in a condition compliant with all applicable laws, good industry standards, and be in a condition satisfactory to the City. Any vehicles not meeting these standards shall not be used within the City until repairs are made. All collection vehicles will be equipped with variable tone or proximity-activated reverse movement back-up alarms.
- f. All collection vehicles used by the Contractor shall be equipped with a spill kit sufficient in size to contain a spill. Proposers shall describe what is included in the spill kit and how spills would be contained.
- g. Appropriate vehicles should be used for collection with adequate capacity, horsepower, and features.
  - i. At a minimum, vehicles shall be maintained as recommended by the manufacturer. Vehicles with leaking fluids shall be removed from use until proper repairs have been completed. Collection components shall be in good working order and hauling compartments must be sealed so that refuse does not fall out.

- h. Preference will be given to proposals that provide alternative fuel and / or electric vehicles and describe how the specified vehicle will help the City achieve A2ZERO goals. If the Contractor is able to utilize electric or hybrid electric vehicles, it would assist the City in meeting its goals, and this should be described in detail in the Proposer's submission of a Sustainability Plan. Below is a link to the City's A2ZERO Carbon Neutrality Plan for reference:

<https://www.a2gov.org/departments/sustainability/Documents/A2Zero%20Climate%20Action%20Plan%204.0.pdf>

### 3. Contractor Personnel Conduct

- a. Contractor personnel performing Commercial Solid Waste Franchise Collection services shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. Contractor personnel shall not solicit tips, gifts or any other form of gratuity from customers or residents. If on private property, Contractor personnel will follow the regular pedestrian walkways and paths, returning to the street after replacing empty carts. Contractor personnel will not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand. Contractor will adhere to the City's standards with regard to cart placement including but not limited to bike lanes.
- b. Contractor collections personnel shall wear a professional and presentable uniform with an identifying badge with photo identification and company emblem visible to the average observer.
- c. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, customer service, and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner. Personnel shall operate environmentally safe and clean equipment and facilities, in compliance with all applicable State laws. The ultimate goal is to meet and exceed customer expectations, environmental regulations and City Council directives, for efficient solid waste management services.
- d. As part of the proposal, the Proposer shall include company standards for driver requirements, behavior, uniforms, and drug testing, preferably from the company handbook.

### 4. Spills and Cleanup

- a. All loads collected by the Contractor shall be completely contained in their collection vehicles at all times, except when material is being loaded and

unloaded. The contractor shall sufficiently clear hoppers, tarp vehicles when required, and maintain all collection vehicles to prevent the occurrence of blowing or spillage.

- b. Any spillage of materials that occurs during this contract shall be immediately cleaned up or removed by the Contractor at its sole expense. Contractor shall keep accurate records of each occurrence of spillage beyond the ability of the collection truck to clean, and of its resulting cleanup, and will make such records available to the City as requested and included as part of the regular monthly report delivered to the City. The Contractor expressly acknowledges it is solely responsible for any violations of applicable laws that may result from said spillage.
  - c. Any discharge of liquid wastes or oils that occur from Contractor's collection vehicles or other Contractor vehicles will be cleaned up or removed by Contractor within three (3) hours of being noticed by Contractor's staff, the City, or customers, and shall be remediated by the Contractor at its sole expense. Such cleanup or removal shall be documented with pictures and notice of the cleanup or removal will be provided in writing to the City within three working days. Contractor shall immediately notify the City of any spills that enter groundwater or drainage systems.
  - d. The Contractor shall report spills or loose refuse to the City that the Contractor is unable to collect and has not included in excessive refuse collection services or pricing. The Contractor shall also notify the customer(s) associated with the container(s) where the spill or loose refuse is located in accordance with the franchised hauler customer service plan.
  - e. Downtown alleys shall be kept free of loose refuse. Loose solid waste within the alleys that was not caused by Contractor's operations is not required to be cleaned up by the Contractor however the Contractor shall notify the City of loose solid waste, unless otherwise directed by the City. Solid waste leakage from Contractor vehicles or spillage caused by Contractor's operations shall be cleaned up by the Contractor.
5. Delays in Collection Services

Contractor shall perform all services under this Contract in a prompt, courteous, and professional manner. All Collection Services described in this Contract shall be performed regardless of weather conditions or difficulty of collection. Adverse weather or other extraordinary circumstances shall not be considered reason for not providing services unless cessation is authorized by the Contract Administrator consistent with City policies. However, the Contractor shall have responsibility to make its own determination as to conditions and shall assume all

risk and responsibility and shall complete the work in and under whatever conditions it may encounter or create without extra cost to the City or customers.

Delays in routine service collections that occur due to either an unserviceable container or due to a failure to collect by the Contractor (missed collection) will be handled in the following way.

- a. Unserviceable containers
  - i. Contractor shall notify customers and the City within 2 hours when containers are Unserviceable. Unserviceable containers may be containers that are overloaded, overfull, blocked, or cannot be accessed or tipped for reasons outside the franchised hauler's control. Some overfull containers may still be able to be serviced, and if serviced may avoid the need for a return trip to service the container. Proposers should include their approach and pricing for servicing overfull containers that improves efficiency of collections.
  - ii. The Proposers work plan must describe in detail the process of the notification procedure for unserviceable containers. Acceptable communication examples include container tags in combination with text, email, phone call, or other automated notification. Other methods may also be approved if they meet or exceed the notification requirements. Preference will be given to processes that allow real time or close to real time notifications. Additional preference will be given to Proposers that have a system that allows customers to have more than one point of contact be notified for the same container. For example, the multiple users of a shared container would benefit from all receiving the notification.
- b. Missed Collection: Locations where Contractor fails to perform regularly scheduled refuse collection from serviceable containers.
  - i. Customers shall be notified within 2-hours of missed collection that they were missed, reason for missed collection, and estimated time to provide missed service in accordance with the franchise hauler's approved customer service plan. Acceptable communication examples include text, email, phone call, or other automated notification. Other methods may also be approved if they meet or exceed the notification requirements. Preference will be given to processes that allow real time or close to real time notifications. Additional preference will be given to Proposers that have a system that allows customers to have more than one point of contact be notified for the same container. For example, the multiple users of a shared container would benefit from all receiving the notification.

- ii. Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups and Sunday shall be considered a business day for the resolution of missed pickups on Saturday). In no case will the Contractor return later than 24-hours after missed collection to service container.
- iii. Any spillage or excessive refuse that accumulates as a result of a missed collection will be the responsibility of the Contractor to clean-up and cover costs associated with these services. The customer shall not be charged for additional required services and / or clean-up due to container being full as a result of missed collection.
- iv. The Contractor will incur liquidated damages for excessive and / or recurring missed collections. Damage amounts to be determined once Contractor has been selected.

## **6. Container Management**

The franchised hauler shall provide container management of containers owned by the franchised hauler for customers included in the RFP. There are some containers privately owned that the franchised hauler is not required to provide container management beyond cleaning. Container management will include, but not be limited to, inventory management, routine and as requested maintenance, repair, replacement, and cleaning, as well as providing containers for new service and removing containers as deemed necessary by the franchised hauler monthly service report submitted to City, or otherwise. Proposers are encouraged to describe superior and / or unique container management capability and methods in their proposal. The City is interested in having the option and permission from the franchised hauler to install monitoring systems in franchisee-owned carts, dumpsters, and / or compactor for the purposes of improving recycling goals, improving collection service, and resolving disputes. Proposers with monitoring system capabilities should include that information in their proposal.

### **1. Container Maintenance, Repair, and Replacement**

- a. Proposals shall include a proposed maintenance plan for containers that includes recommended preventative maintenance from the manufacturer. The maintenance plan should include, but not be limited to, schedule and details for weekly, monthly, and annual maintenance of compactors, including checking and replacing hydraulic oil, mechanisms, parts, filters, cylinders, bolts, and electrical components as necessary. The maintenance plan should also include maintenance for curb carts and dumpsters, addressing replacement of components, welding, and other repairs that could be made prior to full container replacement.



- b. For requested maintenance, repair, replacement, and / or cleaning due to acts of God or negligence by customer or others beyond regular container management shown in the franchised haulers maintenance plan, the franchised hauler may include a separate work plan and pricing.
- c. There are some containers that may be owned by the customer. For example, 2 CY vertical compactors at high rise multifamily properties. The franchised hauler will collect refuse from these containers and provide regular cleaning as shown in the franchised haulers maintenance plan, however regular maintenance, repair, and replacement of the container will be the customer's responsibility. If maintenance, repair, or replacement of the container is necessary due to mistreatment or negligence by the franchised hauler, then the franchised hauler shall be responsible to maintain, repair, or replace container as necessary.
  - i. If the franchised hauler believes the customer-owned container is unusable. The franchised hauler shall document (photographs required) the reason(s) why the container is unusable and cannot be serviced and submit to both customer and City using the franchised hauler's customer service report.

## 2. Container Cleaning

- a. The franchised hauler is required to maintain containers in usable condition and clean at least once annually. For containers that are used by food establishments or containers designated for compostables collection, more frequent cleaning may be necessary. Containers shall be free from excessive buildup, staining, and strong unpleasant odor. For any and all container cleaning, whether on site or off, best management practices for stormwater protection and control for cleaning shall be in place during cleaning operations.

## 3. New Service delivery times:

- a. Dumpsters, compactors, and / or curb carts shall be delivered within 5 business days of notice of new service. If Contractor cannot deliver the new containers within this timeframe, the Contractor shall notify the Customer and the City.

## 4. Container IDs and Markings

- a. Specific unique ID for each container shall associated with specific customer(s). The franchised hauler shall track and provide an inventory and database of assigned containers in use under this agreement to the City as part of monthly report.
- b. Each Contractor provided container shall include a brand of the franchised haulers logo and contact information for collections as well as customer

service. Additional information should also be branded on the container as necessary, and the franchised hauler should describe in their proposal what other brands or labels will be on proposed containers that fulfill or exceed the requirements of this RFP. Labels shall be legible and easily understood using industry standard logos as required and shall be maintained or replaced as necessary if they become illegible. Labels shall also be waterproof, weatherproof, and permanently fixed and could be placed on containers using adhesive. Labels on shared containers in the Downtown service area shall include list of customers eligible to use the specific container(s).

#### 5. Container Security

- a. Container security is important to customers to help prevent illegal dumping and vandalism. Proposals shall include the franchised hauler's approach to securing containers when requested by the customer(s).

#### 7. **Billing**

1. The franchised hauler shall bill the customer directly on a monthly basis. Bills to customers shall show one all-in cost for collection service per customer location. Billing shall include all-in cost for collection services, including but not limited to cost for customer service, maintenance and ownership / renting of vehicles and containers, personnel, and disposal costs. A packet of all of the customer invoices shall be discussed at the monthly meeting with the City and included in the monthly report to the City for City review. The franchised hauler shall notify the City within 5 business days of when collection service is scheduled to increase or decrease for a customer.
2. Rates from disposal at the City of Ann Arbor Transfer Station shall be borne by the franchised hauler and shall be included in all-in cost of collection service. The contracted rate schedule for disposal at the Transfer Station is included in Attachment A – Rates for Disposal at the City Transfer Station.
3. The franchised hauler will handle the collection of all past-due bills and other unpaid accounts. For accounts with non-payment, customers must be notified in writing when an invoice is forty-five (45) calendar days past due and at sixty (60) calendar days past due. If the invoice is unpaid after ninety (90) calendar days, the Contractor may notify the customer in writing that service is being suspended until the account is paid in full. If a customer is suspended twice, the Contractor may require a deposit in the amount of one month's average billing to reestablish service. This deposit must be refunded when the account is closed. Contractor shall notify City of any past due accounts during monthly meeting and include in monthly report.

4. The franchised hauler will be responsible for customer service related to billing inquiries from customers.
5. The franchised hauler shall send a special notice to the City in instances of billing disputes.

## **8. Standards for Customer Service**

Superior customer service is high priority to the City and customers. Customer communication must be professional and responses to customers shall be prompt and polite. The franchised hauler will be responsible for ensuring compliance with minimum level of service determined by the City.

1. Customer Service Operations Plan
  - a. The Customer Service Operations Plan shall include the following sections:
    - i. Customer service approach
    - ii. Staffing levels
    - iii. City-specific training programs
    - iv. Proposed office location and call center hours
  - b. Customer Service Reports and Tracking
    - i. The Contractor shall respond to, log, track and report all incidents including, but not limited to, unserviceable containers, missed collections, customer complaints, inquiries, service requests, accidents, property damage, near misses, and spills.
    - ii. The franchised hauler shall notify the City of any incident within 2 hours of occurrence. The franchised hauler will be required to prepare and submit an individual report of each customer service incident to the City within 5 business days of the incident and shall include all customer service reports in monthly summary report to the City. Proposers must include a description and / or example report in their response to this RFP. At a minimum, reports should include:
      1. Unique container identification information
      2. Unique customer service report number
      3. Customer information (name, address, telephone number and e-mail) if the customer is willing to give this information
      4. Picture(s) related to the customer service incident, as applicable
      5. Description of incident (date and time, method of notification, nature of and details)
      6. Related correspondence
      7. Resolution and summary of action taken

- iii. The City currently uses an automated, spatial tool (Cityworks) to document and track certain datasets, including customer incidents and inquiries. In the response to the RFP, Proposers must include a system of how the customer service reports can be easily stored and tracked, and how customers and the City will be notified of reporting. Preference will be given to systems that are able to notify multiple customer contacts at a specific customer location and to systems that can provide real time notifications to customers.
  - iv. The franchised hauler shall be required to perform initial customer contact information data gathering and maintain the customer contact list with updated contact information throughout the contract period. Customer contact list shall be made available to the City upon request. The City can provide contact information in its current database, however this would be for informational purposes only and may not be accurate or current.
- c. Customer Service Representative Availability and Correspondence
- i. The franchised hauler shall be responsible for direct communication with customers and will be the primary point of contact to customers. The City must be informed of resolutions, however the City's role in customer service is intended to be for mediation related to unresolved inquiries.
  - ii. At a minimum, the franchised hauler shall have a representative that is familiar with this contract available between 6:00 am and 10:00 pm each day all days of the year, excluding major holidays defined as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
  - v. The franchised hauler shall respond to customer service requests within 24 hours with resolution or produce an action plan to resolve the request within that timeframe. For unserviceable containers, the franchised hauler shall notify all contacts associated with the unserviceable container within 2 hours of the incident, with a picture and brief explanation of the reason why the driver was unable to service the container. For missed collections, the franchised hauler shall notify all contacts associated with the missed container within 2 hours of the missed collection, with the reason for missed collection and timeline to provided missed service. Preference will be given to processes that allow real time or close to real time notifications.

## **9. Sustainability Plan**

On November 4th, 2019, Ann Arbor City Council unanimously adopted a Climate Emergency Declaration, stating that climate change is one of the most important issues of our time and that responding to the climate crisis necessitates a mobilization on par with those activated during times of disaster. In passing the resolution, the Council also committed to charting a path for how the entire Ann Arbor community could achieve carbon neutrality by the year 2030. The resulting climate action plan, *A2ZERO: Ann Arbor's Living Carbon Neutrality Plan* outlines the goals and strategies to achieve the 2030 carbon neutral goal.

One strategy the City is using to meet this ambitious goal is to encourage a switch from gasoline, diesel, and natural gas vehicles to electric, including the City and private fleets operated in the City. Franchised haulers are encouraged to include methods, techniques, equipment, etc. in the proposal of how they will help the City achieve their A2ZERO goals.

Another strategy included in the A2ZERO plan is to change the way we use, reuse and dispose of materials, with one of the stated actions under this strategy being to expand the City's composting program, including collection and composting of commercial food wastes. The City is aware that there is interest among commercial customers in separate compost/food waste collections for composting as some local business already utilize private collection services and through responses in a recent *Commercial Trash Collection – Customer Satisfaction Survey*. In this survey 27% of the respondents indicated that they are interested in an optional/subscription-based compost collection service for food scraps, 4% indicated that they already have compost collection services, and another 16% were undecided or desiring more information on such a service.

Below is a link to the City's A2ZERO Carbon Neutrality Plan for reference:

[https://www.a2gov.org/departments/sustainability/Documents/A2Zero%20Climate%20Action%20Plan%20\\_4.0.pdf](https://www.a2gov.org/departments/sustainability/Documents/A2Zero%20Climate%20Action%20Plan%20_4.0.pdf)

Proposers should include and describe methods to help achieve the City's A2ZERO goals and solid waste reduction goals outlined in the City's Solid Waste Resource Management Plan. Examples may include, but are not limited to, efficient pickup routing and hauling, refuse metering, fuel efficient / electric collection vehicle fleet, solar compactor implementation, and / or reduced contamination.

## **10. Reporting and Communication**

Contractor shall appoint / assign an account manager for City's contract to serve as single point of contact to resolve any customer service, collection, billing, or other issues that arise during the course of the agreement. The account manager shall be a person of authority capable of resolving issues in a timely manner.

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, Contractor's representative will be required to meet with City representatives on a regular basis as follows:

1. During the period from the date the Contract is executed until three months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) meetings shall be held between representatives of the parties on a regular basis, as may be mutually agreed. The primary purpose of such meetings shall be to evaluate Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.
2. After initial implementation and throughout the term of the contract, the account manager is required to meet with the City at minimum once per month or as deemed necessary by the City. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.
3. Meetings shall be held at the offices of the City or virtually unless otherwise agreed upon by both parties. Each party shall be available for at least 60 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

A monthly report from the Contractor to the City shall include:

1. Billing report, including past due invoices
2. Customer service reports
  - a. Include unserviceable and missed collection in customer service report
3. Collections report, including tonnage collected
4. Spillage report
5. Container management report

Proposers may also include other applicable items within the monthly service report and should describe additional information they plan to provide.

## **11. Franchise Transition and Recurring Assessment Plans**

Proposers shall submit as part of their proposal a general plan of how they intend to transition service from current collection to collection services provided under this contract. Proposal should include brief narrative of what methods and tasks the Proposer would undertake to transition service including but not limited to approach to routing service, container delivery, and customer engagement.

A detailed transition plan as outlined below will be required within 60 days after contract award.

## 1. Transition Plan

- a. The Contractor shall submit a detailed transition plan within 60 days after contract award. The plan must clearly describe the franchised hauler's ability and approach to facilitating a smooth transition for all the changes to collection services. Contractor will be responsible for completing all actions of transition plan at least 21 days prior to the start of refuse collection service. This plan should include, but not be limited to:
  - i. Refuse container type and size recommendations, as well as layout of containers to improve efficiency. For the Downtown Service Area, container sizing and layout recommendations should aim to reduce the number of containers present in the downtown alleys as much as possible.
  - ii. Describe process for customers to sign-up for compost collection service, including how to request service, select container and schedule frequency.
  - iii. A timeline showing the duration and completion date of major milestone events such as container purchase, assembly and distribution; personnel hiring and training; customer service and billing database development and implementation; administration; and others such as, vehicle purchase and testing, if applicable.
  - iv. Method and timing for customer engagement and notification about how to select refuse collection service schedule, service start date, billing information, and customer service information, etc. Describe how the information will be distributed and what information will be provided on optional compost service.
  - v. Procedure for commercial customers to select service days, and as applicable for customers that desire weekend service.
  - vi. Assumptions regarding the participation of City Staff
  - vii. Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.
  - viii. Contingency plans for all aspects of implementation.

## 2. Recurring Planning and Assessment

- a. The Contractor shall provide a recurring (for example, annual or biannual) audit plan of the container type, size, and location. For the Downtown service area during the first year of the Contract, the recurring collections audit plan shall be provided quarterly; for each consecutive year after the first year the Downtown service area audit plan shall be provided at least once a year.

- b. The Contractor shall implement adjustments to service levels (for example, number of tips), container type, size, and location based on results of the audit. Adjustments may also occur if there are customer-initiated changes, such as the addition of compost collection or a change in business type. Service levels shall be adjusted to meet current needs, which may be more than once per year.
- c. Additional consideration will be given to franchised haulers that are able to provide a device on each container to monitor the container's available capacity.

## **12. Performance Standards**

The franchise agreement will provide that the City may assess liquidated damages to Contractor regarding Contractor performance for items such as missed collections, customer service response, reporting, vehicle maintenance, spill clean-up, and other such performance as required under the agreement. Damage amounts and final list of standards to be determined once Contractor has been selected.

## **13. Requirements**

### Offeror's Proposal

In keeping with the objective, the description, the requirements, and the franchised hauler's tasks as previously indicated in this Request for Proposal, the offerors submitting proposals shall outline in detail the manner in which the franchised hauler shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with city's standards, goals, and objectives.
- D. Sustainability Plan, including support of A2ZERO goals
- E. Working relationship between franchised hauler and City staff.
- F. Information which will assist the City to determine the franchised hauler's capability of performing the work.
- G. Hours and days of operation for collection
- H. Routing strategy and proposed routes
- I. Collection methodology, including discussion of special methods (if any) for collecting in any hard-to-service areas.
- J. Itemized list of collection vehicles to be utilized. List must include vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.
- K. Specifications for carts/bins, dumpsters, and compactors to be used for collection
- L. Franchise Transition and Recurring Assessment Plans



## M. Customer Service Operations Plan

Proposers may submit alternate proposals for collection service. The City of Ann Arbor is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by the City if the City concludes, in its sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating. At the City's option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

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

### **PROPOSAL FORMAT**

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Proposed Work Plan
- C. Customer Service Plan
- D. Sustainability Plan
- E. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- F. Authorized Negotiator
- G. Attachments

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

#### A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan. Additional points may be given to local proposers.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
4. Provide past involvement with similar projects. The written proposal must include a list of specific experience with collection services similar to those described in this proposal and indicate proven ability in implementing similar projects for the firm **and** the individuals to be involved in the project. A complete list of client references must be provided for services recently provided of similar size and scale, within the past 5 years. The list shall include the

firm/agency name, address, telephone number, project title, and contact person.

5. If Proposers plan to utilize subcontractors, the subcontractors information described above must also be included in Professional Qualifications.

**B. Proposed Work Plan – 20 points**

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to: hours and days of operation; routing strategy and proposed routes; collection methodology, including specific methods for servicing the Downtown Service Area; itemized list of collection vehicles to be utilized, which must include, but is not limited to, vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements; how the collection services will be managed and scheduled; specifications for curb carts/dumpsters/compactors to be used for collection; how and when data and materials will be delivered to the City; communication and coordination; the working relationship between the offeror and City staff; details, methods and approaches for implementation of the offeror's service delivery; and the company's general philosophy in regard to providing the requested services.

Provide general information on how the contractor would go about transitioning from existing services to new services under this contract.

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

**C. Customer Service Plan – 20 points**

Provide location, address, and contact information of customer service office to be utilized for this contract; details, methods and approaches for customer communication and engagement, including incident/complaint resolution, documentation, tracking and reporting; and, any other pertinent information regarding the company's customer service philosophy and approach that will ensure that superior customer service will be provided throughout the term of the contract.

**D. Sustainability Plan – 15 points**

Provide information regarding the methods and approaches the offeror will utilize for the requested collection services that will help reach the City's A2ZERO climate neutrality and solid waste reduction goals

E. Fee Proposal – 25 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations must include an itemized initial fee schedule for each level of service for commercial and multifamily collection services and must include optional subscription-based compost service pricing as well as pricing for excess refuse, bulky and illegal dumping, downtown pedestrian sidewalk container and big belly, and recycle roll-off compactor collection services. The fee schedule may include pricing for FOG or other pertinent collection services such as twice per year residential bulky waste curbside collection. Fee schedule shall include updated annual changes to collection service pricing as applicable for a five-year contract term and an optional five-year renewal at the sole discretion of the City. Proposals shall include rates for all available curb cart, pedestrian can, dumpster, and compactor sizes and collection frequencies. Fee schedule must include all fees franchised hauler’s plans to charge customers, including but not limited to, container replacement fees, after hours services, and requested maintenance services. Offerors shall be capable of justifying the details of the fee proposal relative to personnel, equipment, and material costs, overhead, how the overhead rate is derived, and time associated with major items of work.

For refuse collection service the fee proposal must include costs for the following levels of service for each container size as well as a separate fee for locations with multiple containers of the same type and size; Proposers should be aware that there are some properties that have multiple curb carts at the same commercial location due to area constraints that cannot accommodate dumpsters. Proposers shall include a fee schedule for City-wide collections as well as a separate schedule for the potential future Downtown Service Area collection.

Proposers shall include costs for the following levels of service and required container types and sizes and quantity per customer, unless otherwise noted. Proposers shall provide tiered pricing for quantity ranges of containers at customer locations where multiple containers of the same type are placed. The levels of service and specific container types that require tiered pricing are identified below.

| <b>Frequency</b> | <b>Day of Week</b>   |
|------------------|--|
| 1 day per week   | weekday  |
| 1 day per week   | Saturday or Sunday (customer choice)                         |
| 2 days per week  | weekday  |
| 2 days per week  | 1 weekday, Saturday or Sunday (customer choice for weekend)  |
| 2 days per week  | weekend  |
| 3 days per week  | weekday  |
| 3 days per week  | 2 weekdays, Saturday or Sunday (customer choice for weekend) |
| 3 days per week  | 1 weekday, Saturday and Sunday                               |
| 4 days per week  | weekday  |

|                 |  |
|-----------------|--|
| 4 days per week | 3 weekdays, Saturday or Sunday (customer choice for weekend) |
| 4 days per week | 2 weekdays, Saturday and Sunday                              |
| 5 days per week | weekday  |
| 5 days per week | 4 weekdays, Saturday or Sunday (customer choice for weekend) |
| 5 days per week | 3 weekdays, Saturday and Sunday                              |
| 6 days per week | 5 weekdays, Saturday or Sunday (customer choice for weekend) |
| 6 days per week | 4 weekdays, Saturday and Sunday                              |
| 7 days per week | all days   |

| Container Type                                   | Required to Provide Tiered Pricing |
|--|------------------------------------|
| Big Belly*                                       |                                    |
| Big Belly (Recycle)*                             |                                    |
| Manual Pedestrian Sidewalk Containers*           |                                    |
| Manual Pedestrian Sidewalk Containers (Recycle)* |                                    |
| 64-gallon curb cart                              | Yes                                |
| 96-gallon curb cart                              | Yes                                |
| 2 CY front end load dumpster                     | Yes                                |
| 2 CY front end load vertical compactor           | Yes                                |
| 2 CY front end load compactor (customer-owned)   | Yes                                |
| 3 CY front end load dumpster                     | Yes                                |
| 3 CY front end load vertical compactor           | Yes                                |
| 3 CY front end load compactor (customer-owned)   | Yes                                |
| 4 CY front end load dumpster                     | Yes                                |
| 4 CY front end load vertical compactor           | Yes                                |
| 5 CY front end load dumpster                     | Yes                                |
| 6 CY front end load dumpster                     | Yes                                |
| 6 CY front end load vertical compactor           | Yes                                |
| 8 CY front end load dumpster                     | Yes                                |
| 8 CY front end load vertical compactor           | Yes                                |
| 10 CY roll-off dumpster                          |                                    |
| 10 CY roll-off compactor                         |                                    |
| 20 CY roll-off dumpster                          |                                    |
| 20 CY roll-off compactor                         |                                    |
| 30 CY roll-off dumpster                          |                                    |
| 30 CY roll-off compactor                         |                                    |
| 40 CY roll-off dumpster                          |                                    |
| 40 CY roll-off compactor                         |                                    |

\*Note: The fee schedule for Big Belly and Manual Pedestrian Sidewalk Containers is only required to include 5 days per week and 7 days per week service.

The Proposer shall also include pricing in their fee schedule for different levels of service for compost collection, which should include various container types, sizes, and collection frequencies, as well as collection vehicle information. Proposals that include lower rates for compost collection than for refuse collection services will be viewed more favorably.

The levels of services listed above are minimum specific collection schedules, however only submitting fees for these levels of service may not fulfill the requirements of the RFP. The franchised hauler shall include in their proposal a comprehensive collection service schedule to ensure levels of service required by customers is appropriate. The City reserves the right to accept or exclude presented levels of service, or otherwise alter the service in the future as they see fit.

F. Authorized Negotiator

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

G. Attachments

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

## **PROPOSAL EVALUATION**

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through G) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.
2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract,

followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

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

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

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

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

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

## **PREPARATION OF PROPOSALS**

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments, resumes, and the separate fee proposal.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

## **ADDENDA**

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

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

## **SECTION IV - ATTACHMENTS**

### Attachment A – Tables and Figures

- Table 1: Current Franchised Hauler Commercial Customer Summary
- Table 2: Detailed Current Franchised Hauler Commercial Customers
- Table 3: Downtown City Curb Cart Customers
- Figure 1: Downtown Alleys and City-Owned Parcels
- Figure 2: Service Area Boundaries
- Figure 3: Rates for Disposal at the City Transfer Station

### Attachment B - Legal Status of Offeror

### Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

### Attachment D – Living Wage Declaration of Compliance Form

### Attachment E – Vendor Conflict of Interest Disclosure Form

### Attachment F – Non-Discrimination Ordinance Poster

### Attachment G – Living Wage Ordinance Poster



**ATTACHMENT A  
(PROJECT SPECIFIC ATTACHMENTS)**

**Table 1: Current Franchised Hauler Commercial Customer Summary**

| <b>Container Type</b>                  | <b>Quantity</b> | <b>Sites/<br/>Accounts</b> | <b>Total<br/>Weekly<br/>Tips</b> |
|--|-----------------|----------------------------|----------------------------------|
| 96-gallon curb cart                    | 3               | 2                          | 3                                |
| 2 CY front end load dumpster           | 108             | 81                         | 189                              |
| 2 CY front end load vertical compactor | 33              | 15                         | 98                               |
| 3 CY front end load dumpster           | 26              | 24                         | 63                               |
| 3 CY front end load vertical compactor | 2               | 2                          | 2                                |
| 4 CY front end load dumpster           | 156             | 143                        | 246                              |
| 4 CY front end load vertical compactor | 11              | 5                          | 20                               |
| 5 CY front end load dumpster           | 7               | 2                          | 13                               |
| 6 CY front end load dumpster           | 489             | 365                        | 733                              |
| 6 CY front end load vertical compactor | 9               | 9                          | 31                               |
| 8 CY front end load dumpster           | 221             | 189                        | 515                              |
| 8 CY front end load vertical compactor | 7               | 7                          | 22                               |
| <b>TOTALS</b>                          | <b>1,072</b>    | <b>844</b>                 | <b>1,935</b>                     |

**Table 2: Detailed Current Franchised Hauler Commercial Customers**

| <b>Property Name</b>          | <b>Address</b>    | <b>Type of Container</b>    | <b>Quantity</b> | <b>Total<br/>Weekly<br/>Tips</b> |
|-------------------------------|-------------------|-----------------------------|-----------------|----------------------------------|
| STATE STREET AREA ASSOCIATION | 1 RED HAWK ALLEY  | 8 YD FEL COMPACTOR          | 1               | 3                                |
| STATE STREET AREA ASSOCIATION | 1 RED HAWK ALLEY  | 8YD FEL CMPCTR LSE WITH SVC | 1               | 0                                |
| COURTHOUSE SQUARE             | 100 4TH AVE S     | 3 YD FEL COMPACTOR          | 1               | 1                                |
| COURTHOUSE SQUARE             | 100 4TH AVE S     | 6 YD FEL                    | 1               | 1                                |
| KEY BANK BUILDING             | 100 MAIN S        | 2 YD FEL                    | 1               | 2                                |
| JP MORGAN                     | 100 S MAIN ST     | 2 YD FEL                    | 1               | 1                                |
| HOBBS AND BLACK               | 100 STATE N       | 8 YD FEL                    | 1               | 1                                |
| VINOLOGY                      | 110 MAIN ST S     | 2 YD FEL                    | 1               | 2                                |
| ANN ARBOR REALESTATE GROUP    | 110 MILLER RD     | 8 YD FEL                    | 1               | 1                                |
| SOUTH UNIVERSITY NORTH LLC    | 1107 S UNIVERSITY | 2 YD FEL COMPACTOR          | 2               | 2                                |

|                              |                     |                    |   |   |
|------------------------------|---------------------|--------------------|---|---|
| SOUTH UNIVERSITY NORTH LLC   | 1107 S UNIVERSITY   | 2 YD FEL           | 1 | 6 |
| SOUTH UNIVERSITY NORTH LLC   | 1107 S UNIVERSITY   | 2 YD FEL           | 2 | 6 |
| ASHLEY TERRACE ASSOCIATION   | 111 ASHLEY ST N     | 2 YD FEL COMPACTOR | 1 | 2 |
| 111 S MAIN ST LLC            | 111 MAIN ST S       | 2 YD FEL           | 1 | 1 |
| CAFE ZOLA                    | 112 W WASHINGTON ST | 2 YD FEL           | 1 | 4 |
| AL REFRACTION                | 113 W WASHINGTON ST | 3 YD FEL           | 1 | 1 |
| GOOD TIME CHARLEY'S          | 1140 UNIVERSITY S   | 4 YD FEL           | 1 | 5 |
| BAKEHOUSE 46                 | 116 E LIBERTY ST    | 3 YD FEL           | 1 | 3 |
| PHOENIX COM                  | 117 FIRST N         | 6 YD FEL           | 1 | 1 |
| FRITA BATIDOS                | 117 WASHINGTON W    | 4 YD FEL           | 1 | 5 |
| AVALON INTERNATIONAL BREADS  | 120 LIBERTY ST E    | 4 YD FEL           | 1 | 3 |
| WEST WASHINGTON CONDO ASSOC, | 120 W WASHINGTON ST | 4 YD FEL           | 1 | 6 |
| 121 W KINGSLEY               | 121 W KINGSLEY ST   | 4 YD FEL           | 1 | 1 |
| EARLE, THE                   | 121 WASHINGTON ST W | 3 YD FEL           | 1 | 1 |
| AF JONNA                     | 1220 UNIVERSITY S   | 8 YD FEL           | 1 | 6 |
| C M B CARRIAGE HOUSE APTS    | 1224 WASHTENAW CT   | 6 YD FEL           | 1 | 2 |
| NORTH ASHLEY SQUARE LLC      | 123 N ASHLEY ST     | 6 YD FEL           | 1 | 1 |
| SWEETWATERS COFFEE AND TEA   | 123 W WASHINGTON ST | 4 YD FEL           | 1 | 2 |
| BANK OF ANN ARBOR            | 125 FIFTH S         | 6 YD FEL           | 1 | 1 |
| JP MORGAN CHASE              | 125 MAIN ST S       | 4 YD FEL           | 1 | 0 |
| FIRST MARTIN                 | 130 FIRST ST        | 6 YD FEL           | 1 | 1 |

|                             |                       |                    |   |   |
|-----------------------------|-----------------------|--------------------|---|---|
| LANDMARK                    | 1300 S UNIVERSITY AVE | 2 YD FEL COMPACTOR | 4 | 3 |
| NO THAI                     | 1300 UNIVERSITY S     | 2 YD FEL           | 1 | 3 |
| SEVEN ELEVEN                | 1300 UNIVERSITY S     | 2 YD FEL           | 1 | 1 |
| MONGOLIAN BBQ ANN ARBOR     | 200 MAIN ST S         | 3 YD FEL           | 1 | 6 |
| MAIN STREET PARTY STORE     | 201 MAIN N            | 6 YD FEL           | 1 | 3 |
| FIRST MARTIN-FIRST NATIONAL | 201 MAIN S            | 3 YD FEL           | 1 | 3 |
| ANN ARBOR CITY APARTMENTS   | 201 S 1ST ST          | 2 YD FEL COMPACTOR | 1 | 6 |
| HEIDELBERG                  | 201 S MAIN ST         | 6 YD FEL           | 1 | 2 |
| REGENTS FIELD               | 204 S MAIN ST         | 3 YD FEL           | 1 | 1 |
| BUFFALO WILD WINGS          | 205 STATE ST S        | 8 YD FEL           | 1 | 6 |
| C M B PROPERTIES            | 205 STATE ST S        | 4 YD FEL           | 1 | 3 |
| RAVENS CLUB                 | 207 MAIN ST S         | 3 YD FEL           | 1 | 1 |
| BLIND PIG BAR               | 208 FIRST S           | 2 YD FEL           | 1 | 1 |
| JBD ANN ARBOR, LLC          | 209 S MAIN ST         | 3 YD FEL           | 2 | 2 |
| DOWNTOWN HOME AND GARDEN    | 210 ASHLEY S          | 6 YD FEL           | 1 | 3 |
| PETER BILAKOS               | 211 ANN E             | 4 YD FEL           | 1 | 2 |
| 212 S FOURTH AVE, LLC       | 212 S 4TH AVE         | 4 YD FEL           | 1 | 2 |
| CURTIS PROPERTY MANAGEMENT  | 214 S MAIN ST         | 3 YD FEL           | 1 | 1 |
| SAVA                        | 216 S STATE ST        | 8 YD FEL           | 2 | 6 |
| AVENTURA                    | 216 WASHINGTON E      | 4 YD FEL           | 1 | 5 |
| QUINN EVANS ARCHITECTS      | 219 1/2 MAIN ST N     | 2 YD FEL           | 1 | 1 |
| CITY CENTER BUILDING        | 220 HURON ST E        | 8 YD FEL           | 1 | 7 |
| 220 MAIN LLC                | 220 S MAIN ST         | 3 YD FEL           | 1 | 2 |
| AROMA INDIAN CUISINE        | 221 W LIBERTY ST      | 6 YD FEL           | 1 | 1 |
| NO THAI                     | 226 4TH AVE N         | 2 YD FEL           | 1 | 2 |
| PRETZEL BELL                | 226 S MAIN ST         | 3 YD FEL           | 1 | 2 |
| OXFORD PROPERTIES           | 255 LIBERTY ST E      | 6 YD FEL COMPACTOR | 1 | 3 |
| FLEETWOOD DINER             | 300 ASHLEY            | 6 YD FEL           | 1 | 1 |
| BLANK SLATE CREAMERY        | 300 LIBERTY W         | 6 YD FEL           | 1 | 1 |

|                                |                  |                             |   |   |
|--------------------------------|------------------|-----------------------------|---|---|
| UNIVERSITY FUEL MART           | 300 MAIN N       | 6 YD FEL                    | 1 | 1 |
| NORTHERN COMPACTOR             | 300 S MAIN ST    | 4 YD FEL                    | 1 | 1 |
| NORTHERN COMPACTOR             | 300 S MAIN ST    | 6 YD FEL COMPACTOR          | 1 | 6 |
| NORTHERN COMPACTOR             | 300 S MAIN ST    | 6 YD FEL                    | 2 | 1 |
| NORTHERN COMPACTOR             | 300 S MAIN ST    | 6YD FEL CMPCTR LSE WITH SVC | 1 | 0 |
| BELL TOWER COMPACTOR           | 300 S THAYER ST  | 8 YD FEL COMPACTOR          | 1 | 5 |
| BELL TOWER COMPACTOR           | 300 S THAYER ST  | 8YD FEL CMPCTR LSE WITH SVC | 1 | 0 |
| LATAQUERIA                     | 301 S MAIN ST    | 3 YD FEL                    | 1 | 1 |
| MAV DEVELOPMENT 303 DETROIT ST | 303 FIFTH AVE N  | 4 YD FEL                    | 1 | 1 |
| 303 S MAIN ST LLC              | 303 MAIN ST S    | 3 YD FEL                    | 1 | 3 |
| CRAZY JIMS BLIMPY BURGER       | 304 ASHLEY ST S  | 4 YD FEL                    | 1 | 1 |
| U OF M TAUBMAN COLLEG OF ARCHI | 305 LIBERTY W    | 2 YD FEL                    | 1 | 1 |
| WRE310 LLC                     | 310 MILLER AVE   | 6 YD FEL                    | 1 | 1 |
| JOLLY PUMPKIN CAFE AND BREWERY | 311 MAIN ST S    | 4 YD FEL                    | 1 | 2 |
| RUTH'S CHRIS STEAK HOUSE       | 314 4TH AVE S    | 3 YD FEL                    | 1 | 5 |
| ROSS BEAKES STREET BODY SHOP   | 314 ANN ST W     | 6 YD FEL                    | 1 | 2 |
| SEVA                           | 314 LIBERTY E    | 8 YD FEL                    | 1 | 1 |
| BEAL PROPERTIES                | 315 2ND ST       | 4 YD FEL                    | 1 | 3 |
| 315-317 SMS LLC                | 315 S MAIN ST    | 4 YD FEL                    | 1 | 1 |
| ANN ARBOR ATRIUM               | 315 W HURON ST   | 6 YD FEL                    | 1 | 2 |
| SEQUOIA APPLIED SOLUTIONS      | 326 LIBERTY W    | 4 YD FEL                    | 1 | 1 |
| SOUTHERN COMPACTOR             | 327 S MAIN ST    | 6 YD FEL COMPACTOR          | 1 | 6 |
| SOUTHERN COMPACTOR             | 327 S MAIN ST    | 6YD FEL CMPCTR LSE WITH SVC | 1 | 0 |
| FIRST MARTIN CORP MICHIGAN SQR | 330 LIBERTY E    | 6 YD FEL                    | 1 | 1 |
| ARCH REALTY                    | 338 STATE ST S   | 6 YD FEL                    | 1 | 3 |
| HANDICRAFT BLDG                | 339 LIBERTY RD E | 6 YD FEL                    | 1 | 1 |
| U OF M CREDIT UNION            | 340 HURON E      | 8 YD FEL                    | 1 | 1 |

|                                |                      |                       |   |   |
|--------------------------------|----------------------|-----------------------|---|---|
| AHMO'S GYROS & DELI            | 341 HURON E          | 6 YD FEL              | 1 | 2 |
| MANI OSTERIA                   | 341 LIBERTY E        | 8 YD FEL              | 1 | 6 |
| REAL SEAFOOD VENTUR            | 341 MAIN ST S        | 3 YD FEL              | 1 | 4 |
| JIMMY JOHNS                    | 342 S STATE ST       | 3 YD FEL              | 1 | 6 |
| ANN ARBOR DISTRICT LIBRARY     | 343 FIFTH AVE S      | 6 YD FEL              | 1 | 5 |
| PRIME STUDENT HOUSING INC      | 344 DIVISION S       | 3 YD FEL              | 1 | 2 |
| PALIO RESTAURANT               | 347 MAIN ST S        | 3 YD FEL              | 1 | 6 |
| PALIO RESTAURANT               | 347 MAIN ST S        | 96 GAL TOTER REL      | 1 | 1 |
| MAV DEVELOPMENT                | 350 MAIN ST S        | 4 YD FEL              | 1 | 1 |
| MAYNARD HOUSE                  | 400 MAYNARD ST       | 2 YD FEL<br>COMPACTOR | 1 | 2 |
| NEW RAJA RANI                  | 400 S DIVISION ST    | 8 YD FEL              | 1 | 1 |
| ANN ARBOR YMCA                 | 400 WASHINGTON       | 6 YD FEL              | 1 | 2 |
| ILLI'S AUTO                    | 401 HURON W          | 6 YD FEL              | 1 | 1 |
| MCKINLEY PROPERTIES            | 401 LIBERTY E        | 8 YD FEL              | 1 | 2 |
| Z WEST                         | 401 THOMPSON ST      | 2 YD FEL<br>COMPACTOR | 3 | 2 |
| FIRESTONE TIRE STORE           | 402 HURON E          | 2 YD FEL              | 1 | 1 |
| MAIN STREET CONVENIENCE        | 402 MAIN S           | 8 YD FEL              | 1 | 1 |
| KERRYTOWN MARKET               | 407 FIFTH AVE N      | 8 YD FEL<br>COMPACTOR | 1 | 6 |
| 407 N MAIN ST LLC              | 407 MAIN N           | 2 YD FEL              | 1 | 1 |
| 410 FIRST CONDOMINIUM ASSOCIAT | 410 N 1ST ST         | 4 YD FEL              | 1 | 1 |
| 411 LOFTS                      | 411 E WASHINGTON ST  | 2 YD FEL<br>COMPACTOR | 1 | 2 |
| 411 LOFTS                      | 411 E WASHINGTON ST  | 8 YD FEL              | 1 | 3 |
| 7-11                           | 413 E HURON ST       | 4 YD FEL              | 1 | 1 |
| FOUNDRY LOFTS ANN ARBOR        | 413 E HURON ST       | 4 YD FEL<br>COMPACTOR | 4 | 2 |
| WILD POKE                      | 413 E HURON ST STE C | 4 YD FEL              | 1 | 1 |
| J KELLER PROPERTIES            | 414 N MAIN ST        | 2 YD FEL              | 1 | 1 |

|                                |                      |                               |   |   |
|--------------------------------|----------------------|-------------------------------|---|---|
| SYNDECO PLAZA LLC.             | 414 S MAIN ST        | 2YD FEL CONTAINER SERVICE CHR | 1 | 0 |
| SYNDECO PLAZA LLC.             | 414 S MAIN ST        | 4 YD FEL                      | 3 | 3 |
| HURON PROPERTIES               | 416 HURON W          | 6 YD FEL                      | 1 | 1 |
| INDOOR COMFORT                 | 416 HURON W          | 5 YD FEL                      | 1 | 1 |
| ZINGERMANS                     | 422 DETROIT ST       | 6 YD FEL COMPACTOR            | 1 | 2 |
| VARSITY AT ANN ARBOR LLC       | 425 WASHINGTON E     | 4 YD FEL                      | 3 | 6 |
| LAKE SHORE MANAGEMENT          | 500 E WASHINGTON ST  | 4 YD FEL                      | 2 | 6 |
| SLOAN PLAZA CONDO ASSN         | 505 E HURON ST       | 2 YD FEL                      | 2 | 1 |
| SLOAN PLAZA CONDO ASSN         | 505 E HURON ST       | 3 YD FEL COMPACTOR            | 1 | 1 |
| NORTH ARBOR LLC                | 512 S MAIN ST        | 8 YD FEL                      | 1 | 1 |
| COTTAGE INN PIZZA              | 512 WILLIAM E        | 8 YD FEL                      | 1 | 2 |
| FIRST MARTIN CORPORATION       | 520 LIBERTY E        | 8 YD FEL                      | 1 | 5 |
| CRITEO                         | 523 MAIN ST S        | 8 YD FEL                      | 1 | 1 |
| AMVEST PROPERTY                | 552 MAIN ST S        | 6 YD FEL                      | 1 | 1 |
| ANN ARBOR TOWER PLAZA TRIAD MG | 555 E WILLIAM ST     | 8 YD FEL COMPACTOR            | 1 | 3 |
| MAIN STREET CLARK              | 601 MAIN S           | 6 YD FEL                      | 1 | 2 |
| ANN ARBOR HUB                  | 603 E HURON ST       | 2 YD FEL COMPACTOR            | 3 | 3 |
| MICHIGAN THEATRE               | 603 E LIBERTY ST     | 3 YD FEL                      | 1 | 1 |
| NYPD PIZZA                     | 605 WILLIAMS E       | 4 YD FEL                      | 1 | 4 |
| GALLERIA                       | 611 CHURCH           | 8 YD FEL                      | 1 | 6 |
| CHURCH STREET INVESTMENTS      | 611 CHURCH ST        | 6 YD FEL COMPACTOR            | 1 | 6 |
| CHURCH STREET INVESTMENTS      | 611 CHURCH ST        | 6YD FEL CMPCTR LSE WITH SVC   | 1 | 0 |
| PIZZA HOUSE                    | 611 E UNIVERSITY AVE | 4 YD FEL                      | 3 | 3 |
| SIX 11                         | 611 E UNIVERSITY AVE | 2 YD FEL COMPACTOR            | 3 | 3 |
| 618 S MAIN STREET              | 611 S ASHLEY ST      | 2 YD FEL                      | 5 | 5 |
| GRAGAGREEN                     | 615 E UNIVERSITY AVE | 4 YD FEL                      | 1 | 2 |

|                        |                            |                       |   |   |
|------------------------|----------------------------|-----------------------|---|---|
| GRADUATE HOTEL         | 615 HURON E                | 6 YD FEL<br>COMPACTOR | 1 | 3 |
| THE YARD<br>APARTMENTS | 615 S MAIN ST              | 2 YD FEL<br>COMPACTOR | 2 | 6 |
| Z PLACE<br>APARTMENTS  | 619 E<br>UNIVERSITY<br>AVE | 2 YD FEL              | 3 | 2 |
| ARBOR BLU              | 624 CHURCH ST              | 2 YD FEL<br>COMPACTOR | 4 | 2 |

**Table 3: Downtown City Curb Cart Customers**

| <b>Property Name</b>            | <b>Address</b>            | <b>Quantity</b> | <b>Total Weekly Tips</b> |
|---------------------------------|---------------------------|-----------------|--------------------------|
| ONE NORTH MAIN, LLC             | 101 N MAIN ST #1          | 6               | 5                        |
| LAST WORD ANN ARBOR, LLC        | 102 S FIRST ST            | 2               | 3                        |
| MIKE ONEAL                      | 1054 S MAIN ST            | 1               | 1                        |
| NON PROFIT ENTERPRISE AT WORK   | 1100 N MAIN ST            | 1               | 1                        |
| NON PROFIT ENTERPRISE AT WORK   | 1100 N MAIN ST            | 2               | 1                        |
| 107 MILLER LLC                  | 111 MILLER AVE            | 1               | 3                        |
| MLIVE MEDIA GROUP               | 111 N ASHLEY ST           | 3               | 3                        |
| FIRE STATION - MAIN             | 111 N FIFTH AVE           | 3               | 3                        |
| Paula Robinson                  | 111 N MAIN ST             | 1               | 3                        |
| WORK REHABILITATION SPECIALISTS | 112 S MAIN ST             | 2               | 1                        |
| UMCU                            | 1121 SOUTH UNIVERSITY AVE | 2               | 1                        |
| SPENCER                         | 113 E LIBERTY ST          | 1               | 3                        |
| Dancing Star LLC                | 114 S MAIN ST             | 1               | 3                        |
| PACIFIC RIM DUC TANG            | 114 W LIBERTY ST          | 1               | 3                        |
| 826MICHIGAN                     | 115 E LIBERTY ST          | 1               | 3                        |
| Z Liberty Corp                  | 117 E LIBERTY ST          | 1               | 3                        |
| GRANGE KITCHEN                  | 118 W LIBERTY ST          | 2               | 5                        |
| DENNIS HAYES                    | 120 N FOURTH AVE          | 1               | 3                        |
| JERRY PAWLICKI                  | 120 W LIBERTY ST          | 1               | 1                        |
| WEG AA                          | 120 W LIBERTY ST          | 1               | 5                        |
| AFSE LLC                        | 1200 PACKARD ST           | 1               | 1                        |
| ARGUS FARM STOP                 | 1200 PACKARD ST           | 2               | 3                        |
| ULRICH'S                        | 1200 S UNIVERSITY         | 2               | 3                        |
| SWEETING                        | 1205 S UNIVERSITY         | 4               | 1                        |
| Shaffran Companies              | 122 S MAIN ST             | 2               | 3                        |
| LITERATI, LLC                   | 124 E WASHINGTON ST       | 1               | 1                        |
| ANN ARBOR STATE BANK            | 125 W WILLIAM ST          | 1               | 1                        |
| 126 South Main Associates Pc    | 126 S MAIN ST             | 1               | 3                        |
| CAMPUS TOWN CHURCH              | 1951 NEWPORT RD           | 2               | 1                        |
| EMBASSY HOTEL                   | 200 E HURON ST            | 1               | 3                        |
| 200 E WASHINGTON LLC            | 200 E WASHINGTON ST       | 1               | 3                        |
| Liberty Street Partners LLC     | 201 E LIBERTY ST          | 1               | 3                        |



|                                    |                     |   |   |
|------------------------------------|---------------------|---|---|
| 206 INVESTMENTS LLC                | 204 E WASHINGTON ST | 1 | 1 |
| Swisher Commerical                 | 206 E WASHINGTON ST | 1 | 1 |
| 206 S Fourth Ave Ptr               | 206 S FOURTH AVE    | 1 | 3 |
| Sam's                              | 207 E LIBERTY ST    | 1 | 3 |
| SWISHER REALTY CO                  | 208 E WASHINGTON ST | 1 | 1 |
| SCHLANDERER PROPERTIES             | 208 S MAIN ST       | 1 | 3 |
| Shaffran Companies                 | 209 S FOURTH AVE    | 1 | 3 |
| CVS LLC                            | 209 S STATE ST      | 4 | 5 |
| Liberty Street Partners LLC        | 209 E LIBERTY ST    | 2 | 3 |
| OXFORD PROPERTY MANAGEMENT         | 210 S FIFTH AVE     | 1 | 3 |
| 210 OPERATING COMPANY, LLC         | 210 S FIRST ST      | 6 | 1 |
| ANN ARBOR MAIN STREET CONDO LLC    | 211 S MAIN ST       | 1 | 3 |
| ANN ARBOR COMEDY SHOWCASE          | 212 S FOURTH AVE    | 1 | 1 |
| TASTE OF INDIA                     | 213 S STATE ST      | 2 | 3 |
| LIBERTY LAND LLC                   | 213 W LIBERTY ST    | 1 | 3 |
| LIBERTY LAND LLC                   | 213 W LIBERTY ST    | 2 | 3 |
| Peoples Food Coop                  | 214 N FOURTH AVE    | 7 | 3 |
| THREE CHAIRS COMPANY               | 215 S ASHLEY ST     | 1 | 3 |
| AMA                                | 215 S STATE ST      | 1 | 5 |
| TOTORO JAPANESE RESTAURANT         | 215 S STATE ST      | 1 | 3 |
| 212 FOURTH AVE LLC                 | 216 S FOURTH AVE    | 1 | 3 |
| SKULL MOUNTAIN, LLC                | 219 S MAIN ST       | 1 | 3 |
| MAGELLAN PROPERTIES                | 220 E WASHINGTON ST | 1 | 3 |
| RUNNING FIT- THE FINISH LINE #4081 | 220 S FOURTH AVE    | 2 | 3 |
| JOYCE FALARDEAU                    | 221 MAIN            | 1 | 3 |
| 103 E. LIBERTY LLC                 | 221 S MAIN ST       | 1 | 3 |
| STARBUCKS COFFEE #2359             | 222 S STATE ST      | 5 | 5 |
| TARGET                             | 231 S STATE ST      | 6 | 5 |
| STATE THEATER                      | 233 STATE ST        | 1 | 1 |
| Chipotle Mexican Grill Store #1219 | 235 S STATE ST      | 6 | 5 |
| DETROIT STREET FILLING STATION     | 300 DETROIT ST      | 1 | 3 |
| DETROIT STREET FILLING STATION     | 300 DETROIT ST      | 2 | 3 |
| DAHLMANN LIBERTY                   | 301 E LIBERTY ST    | 3 | 3 |

|                                 |                      |   |   |
|---------------------------------|----------------------|---|---|
| ANN ARBOR GUITARS               | 302 E LIBERTY ST     | 1 | 1 |
| HUB ON CAMPUS                   | 306 S STATE ST       | 2 | 1 |
| EUREKA CLEANERS                 | 308 N MAIN ST        | 1 | 1 |
| MADISON PROPERTY CORP           | 310 E LIBERTY ST     | 1 | 1 |
| MADISON PROPERTY CORP           | 310 E LIBERTY ST     | 5 | 1 |
| NEUTRAL ZONE                    | 310 E WASHINGTON ST  | 3 | 3 |
| 303 Detroit Street LLC          | 314 DETROIT ST       | 2 | 3 |
| GRE 507 LLC DBA AUT BAR         | 315 BRAUN CT         | 1 | 3 |
| City of Ann Arbor               | 315 DETROIT ST       | 2 | 3 |
| Vahan's Tailoring               | 315 E LIBERTY ST     | 1 | 1 |
| Curtis Commercial               | 319 S MAIN ST        | 1 | 3 |
| MCKINLEY                        | 320 N MAIN ST        | 4 | 1 |
| WILLIAM COPI                    | 321 E LIBERTY ST     | 1 | 1 |
| SPIRAL TATTOO                   | 325 BRAUN CT         | 1 | 3 |
| ALI AMIRI                       | 325 E LIBERTY ST     | 1 | 1 |
| ARGUS FARM STOP                 | 325 W LIBERTY ST     | 2 | 3 |
| MOOSEJAW MOUNTAINEERING         | 327 S MAIN ST        | 1 | 3 |
| UMA AROKIASAMY                  | 328 MAYNARD ST       | 4 | 3 |
| WSSA ANN ARBOR MAIN LLC         | 329 S MAIN ST        | 1 | 3 |
| NICKELS ARCADE                  | 331 MAYNARD ST       | 4 | 3 |
| Curtis Commercial               | 333 S MAIN ST        | 1 | 3 |
| PHONE HOME REPAIR               | 406 E LIBERTY ST     | 1 | 1 |
| RED YOGA                        | 417 E LIBERTY ST     | 1 | 1 |
| CATCHING FIREFLIES              | 419 DETROIT ST       | 1 | 1 |
| ALLISON IRETON                  | 423 MILLER AVE       | 3 | 1 |
| MAIN & JEFFERSON                | 500 S MAIN ST        | 1 | 1 |
| St Mary's Chapel                | 503 E WILLIAM ST     | 4 | 3 |
| FIRST BAPTIST CHURCH            | 517 E WASHINGTON ST  | 4 | 1 |
| ST. THOMAS CHURCH               | 530 ELIZABETH ST     | 6 | 3 |
| FIRST MARTIN CORP               | 555 S FOREST ST      | 4 | 1 |
| WASHTENAW DAIRY                 | 602 S ASHLEY ST      | 4 | 3 |
| THE FIRST CONGREGATIONAL CHURCH | 608 E WILLIAM ST     | 1 | 3 |
| REDEEMER CHURCH OF ANN ARBOR    | 611 E WILLIAM ST     | 1 | 3 |
| RAY'S RED HOTS                  | 629 E UNIVERSITY AVE | 1 | 3 |
| PIES INC                        | 716 PACKARD ST       | 5 | 1 |
| KRIAM PROPERTIES LLC            | 730 N MAIN ST        | 3 | 1 |

|                 |                |   |   |
|-----------------|----------------|---|---|
| Rod's Diner     | 812 S STATE ST | 1 | 3 |
| CAMPUS ACRE INC | 818 S STATE ST | 1 | 3 |
| Campus Corner   | 818 S STATE ST | 1 | 3 |

Figure 1: Downtown Alleys and City-Owned Parcels

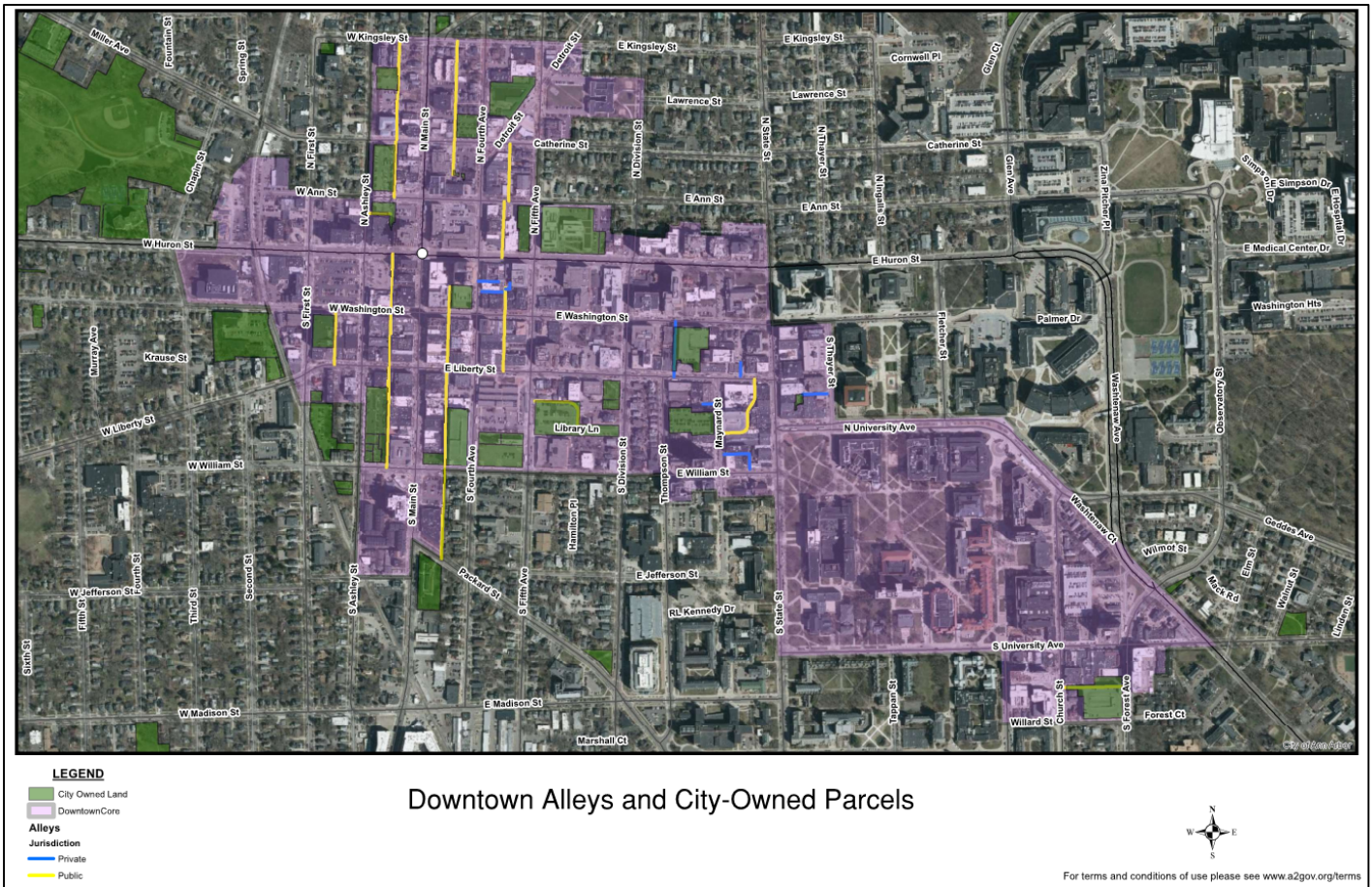
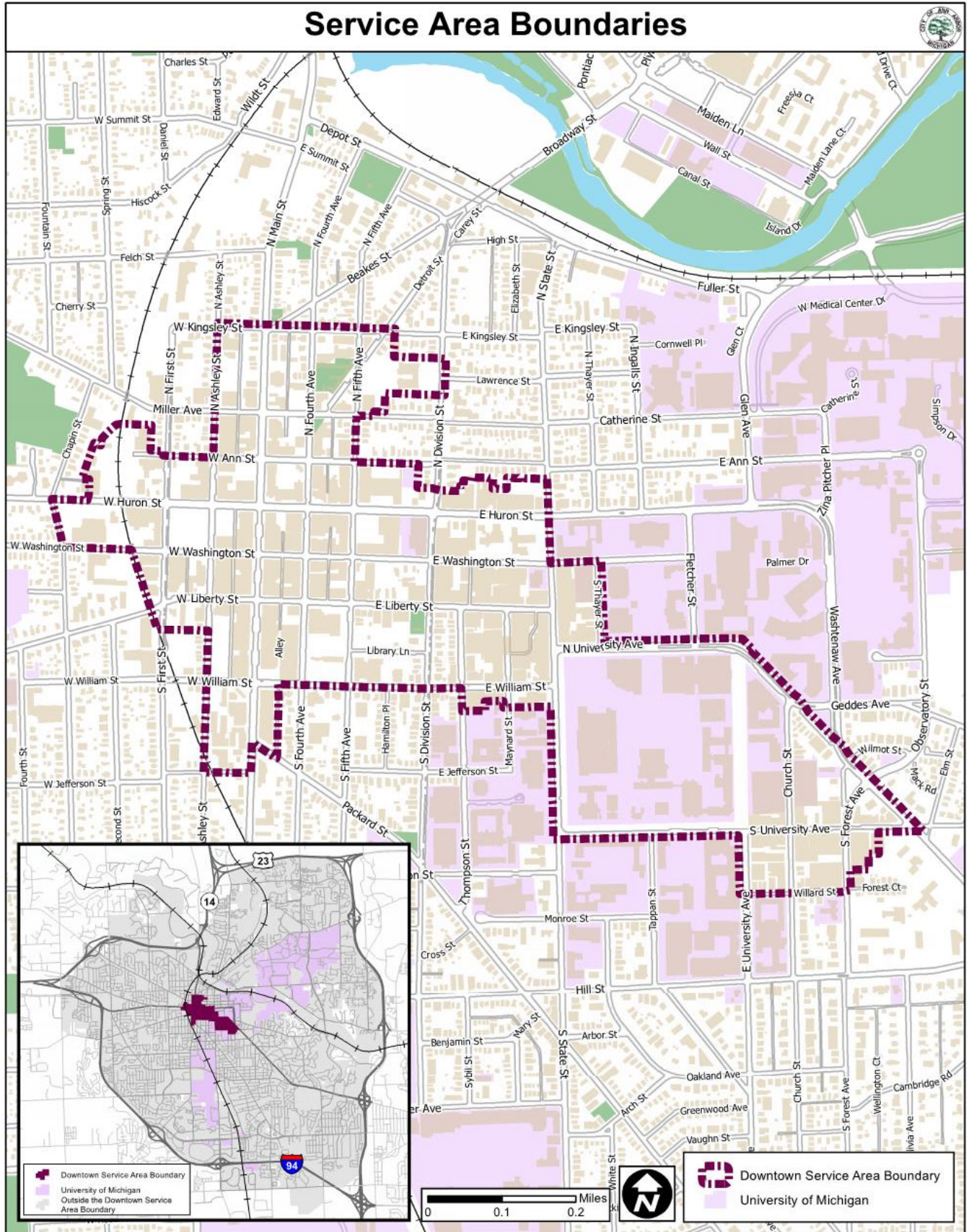


Figure 2: Service Area Boundaries



For terms of use see [www.a2gov.org](http://www.a2gov.org)

**Figure 3: Rates for Disposal at the City Transfer Station**

| Contract Year | Year Ending | Transfer Station Operation (\$/ton) | Transport (\$/ton) | Disposal (\$/ton) | Total (\$/ton) |
|---------------|-------------|-------------------------------------|--------------------|-------------------|----------------|
| 1             | 6/30/2018   | \$7.45                              | \$8.00             | \$10.00           | \$25.45        |
| 2             | 6/30/2019   | \$7.56                              | \$8.12             | \$10.20           | \$25.88        |
| 3             | 6/30/2020   | \$7.68                              | \$8.24             | \$10.40           | \$26.32        |
| 4             | 6/30/2021   | \$7.79                              | \$8.37             | \$10.60           | \$26.76        |
| 5             | 6/30/2022   | \$7.91                              | \$8.49             | \$10.81           | \$27.21        |
| 6             | 6/30/2023   | \$8.03                              | \$8.62             | \$11.02           | \$27.67        |
| 7             | 6/30/2024   | \$8.15                              | \$8.75             | \$11.24           | \$28.14        |
| 8             | 6/30/2025   | \$8.27                              | \$8.88             | \$11.46           | \$28.61        |
| 9             | 6/30/2026   | \$8.39                              | \$9.01             | \$11.69           | \$29.09        |
| 10            | 6/30/2027   | \$8.52                              | \$9.15             | \$11.92           | \$29.59        |
| 11            | 6/30/2028   | \$8.65                              | \$9.28             | \$12.16           | \$30.09        |
| 12            | 6/30/2029   | \$8.78                              | \$9.42             | \$12.40           | \$30.60        |
| 13            | 6/30/2030   | \$8.91                              | \$9.56             | \$12.65           | \$31.12        |
| 14            | 6/30/2031   | \$9.04                              | \$9.71             | \$12.90           | \$31.65        |
| 15            | 6/30/2032   | \$9.18                              | \$9.85             | \$13.16           | \$32.19        |

**ATTACHMENT B  
LEGAL STATUS OF OFFEROR**

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

The Respondent is:

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

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

- A limited liability company doing business under the laws of the State of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of \_\_\_\_\_ and filed with the County of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

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

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

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

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

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

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

Email \_\_\_\_\_





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

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

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

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$14.82/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 \$16.52/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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



**ATTACHMENT E**

|  |
|--|
| <b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b> |
|--|

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

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

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

| <b>Conflict of Interest Disclosure*</b>   |   |
|---|---|
| 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<br><hr/> <input type="checkbox"/> Interest in vendor's company<br><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.

| <b>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:</b> |                            |   |
|--|----------------------------|---|
|  |                            |   |
| <b>Vendor Name</b>   | <b>Vendor Phone Number</b> |   |
|  |                            |   |
| <b>Signature of Vendor Authorized Representative</b>   | <b>Date</b>                | <b>Printed Name of Vendor Authorized Representative</b> |

**ATTACHMENT F  
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

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

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

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

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

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

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

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

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2022 - ENDING APRIL 29, 2023**

**\$14.82 per hour**

If the employer provides health care benefits\*

**\$16.52 per hour**

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

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

**ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint contact  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**

**APPENDIX A:**

**GENERAL SERVICES AGREEMENT BETWEEN**  
**\_\_\_\_\_**  
**AND THE CITY OF ANN ARBOR**  
**FOR \_\_\_\_\_**

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

**I. DEFINITIONS**

Administering Service Area/Unit means \_\_\_\_\_.

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

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

Project means \_\_\_\_\_.  
Project name

**II. DURATION**

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

**III. SERVICES**

A. The Contractor agrees to provide \_\_\_\_\_

Type of service

("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents

("Contract Documents"), including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

This Agreement and Exhibits

Invitation to Bid No. \_\_\_\_\_ and all Addendum thereto (if any)

Bid Proposal of Contractor, dated \_\_\_\_\_, and restated and attached as Exhibit A.

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

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

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be

adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

#### **IV. INDEPENDENT CONTRACTOR**

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

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

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

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B The total fee to be paid the Contractor for the Services shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and

submitted in summary form with each invoice.

## **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death, or property damage which may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
  
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
  
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.



## **VII. WAGE REQUIREMENTS**

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

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

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

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

## **VIII. NON-DISCRIMINATION**

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

## **IX. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

**X. OBLIGATIONS OF THE CITY**

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

**XI. ASSIGNMENT**

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

## **XII. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and IX shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XIII. REMEDIES**

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

#### **XIV. NOTICE**

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

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

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 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

#### **XV. 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.

## **XVI. 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.

## **XVII. SEVERABILITY OF PROVISIONS**

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

## **XVIII. EXTENT OF AGREEMENT**

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

## **XIX. ELECTRONIC TRANSACTION**

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

**XX. EFFECTIVE DATE**

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

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

**FOR CONTRACTOR**

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

Its \_\_\_\_\_

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

**FOR THE CITY OF ANN ARBOR**

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

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

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

**Approved as to substance**

By \_\_\_\_\_  
Milton Dohoney Jr., Interim City Administrator

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

**Approved as to form and content**

\_\_\_\_\_  
Atleen Kaur, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**



**EXHIBIT B  
COMPENSATION**

General

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

(insert/Attach Negotiated Fee Arrangement)

**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

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

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined  
\$2,000,000 Per Project General Aggregate  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 Completed Operations Aggregate, which, notwithstanding anything to the contrary herein, shall be maintained for three years from the date the Project is completed.

3. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.2 and A.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
  
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.