

**REQUEST FOR PROPOSAL
RFP 849**

**MUNICIPAL PARKING CITATION PROCESSING AND
COLLECTION SERVICES**



Proposal Due Date: Thursday, May 30, 2013 by 10:00 AM

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

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**SECTION I
GENERAL INFORMATION**

A. OBJECTIVE

The purpose of this request for proposal (RFP) is to request respondents to present their qualifications and capabilities to provide all or portions of the parking citation processing and collection services for the City of Ann Arbor.

B. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on Tuesday, May 14, 2013 at 9:00 am in the Fifth Floor Conference Room, located in City Hall, 301 East Huron, Ann Arbor, Michigan. Attendance will be limited to three (3) persons per firm, of which one of the attendees must be the project manager for the project. It is strongly suggested that each interested party attend this meeting.

C. TERM

The purpose of this Request for Proposal (RFP) is to select a company(ies) to provide parking citation processing and collection services for a five (5) year contract term with the option reserved to the City to extend the term of the contract for three (3) additional years.

D. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

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

All questions shall be submitted on or before Thursday, May 23, 2013 at 5:00 P.M. and should be addressed as follows:

RFP

Scope of Work/Proposal Content questions: Michael Pettigrew, Deputy Treasurer at mpettigrew@a2gov.org

Process and HR Compliance questions: Karen Lancaster, Finance Director at klancaster@a2gov.org.

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

All requests for Clarification are due on or before Thursday, May 23, 2013 at 5:00 P.M.

E. ADDENDUM

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

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

F. PROPOSAL REQUIREMENTS

To be considered, each respondent 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 respondent.

The proposal must be signed in ink by an official authorized to bind the respondent to its provisions. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

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

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

Respondents must submit four copies of the Proposal and two (2) copies of the Fee Proposal in the manner specified in Section G below.

G. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **Thursday, May 30, 2013 by 10:00 AM (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit one (1) original Proposal, (3) three additional Proposal copies in a sealed envelope and (2) two copies of the Fee Proposals in a separate sealed envelope marked "Fee Proposal" contained with the respondent's submitted sealed proposal. Proposals submitted must be clearly marked:

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

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

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

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

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

Additional time will not be granted to a single respondent; however, additional time may be granted to all respondents when the City determines that circumstances are warranted.

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

H. SELECTION CRITERIA

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

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

After initial evaluation, the City will determine which, if any, respondents will be interviewed. If the City elects to interview Respondents, during the interviews, the selected 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 to this project. Interviews, if conducted, are anticipated to be scheduled the week of June 10th, 2013. Respondents are expected to be available for interviews if requested

The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews.

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

I. **TYPE OF CONTRACT**

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

Respondents should specifically note that the Insurance requirements under a City contract are listed in Exhibit C of the sample Professional Services Agreement.

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

J. **COST LIABILITY**

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

K. **SCHEDULE**

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

Activity/Event	Anticipated Date
RFP Published/Distributed	April 19, 2013
Pre-Proposal Meeting	May 14, 2013
Proposal Due Date and Proposal Opening	May 30, 2013
Proposal Evaluation and Due Diligence and Interviews (if requested)	May 31 through June 17, 2013
Council Approval*/Execute Contract	July 15 th , 2013

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

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

L. **DISCLOSURES**

All information in a submitter's Proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also

provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

M. DEBARMENT

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

N. ASSIGNMENTS

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

O. SUBCONTRACTORS

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

P. HUMAN RIGHTS INFORMATION

The City's standard Services Agreement, outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Respondent should complete and return with its proposal completed copies of the Human Rights Division

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

Q. LIVING WAGE

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

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

R. COLLUSION

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

S. IRS FORM W9

The respondent must have on file with the City of Ann Arbor an IRS form W-9..

T. EXCISE AND SALES TAX

The City is tax exempt from all taxes. The respondent, if awarded a contract for this work the terms of which require the City to purchase equipment or software licenses from the respondent or its subcontractor, shall be responsible for all “sales taxes” and “use taxes” as applicable to this work.

U. RESERVATION OF RIGHTS

The City of Ann Arbor reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.

The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.

The City reserves the right to determine whether the scope of the project will be implemented entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

SECTION II BACKGROUND AND SCOPE OF WORK

BACKGROUND

The City of Ann Arbor is soliciting proposals from qualified Respondents to host parking citation data and process collections for the City, to include, but not limited to:

- Conversion of historical data
- Data entry via personal computer and handheld mobile computer interface
- Over the counter, online, and lockbox payment processing
- State DMV interfaces
 - Registered owner inquiry and retrieval
 - Vehicular/License registration hold placement and release
- Generation and mailing of notices
- Telephone and correspondence customer service
- IVR and internet services
 - Citation inquiries
 - Citation payments
- 24/7 access to the system for inquiries
- Appeals module for the purposes of processing appeals of citations
- Reporting module
 - On demand reports accessing data in real time.
 - Set of standard reports
 - Ability to create customizable reports
 - Ability to export data for analysis in other software(Microsoft Excel)

Based on the City's criteria for the towing of vehicles with excessive violations, the service must also provide real time information to the handheld computers for access by parking officers in the field. The City desires that respondent be able to provide handheld devices for this purpose as well as for the issuance of parking citations.

If a respondent wishes to propose as an alternate a non-hosted solution that meets all of the above criteria it must be listed as an "Alternative." In its proposal

CITY DATA

All figures cited in this section are estimates and provided solely for background information. The City does not guarantee the accuracy of these figures and respondents should not rely upon these figures as a projection of future violations.

The City of Ann Arbor has a population of approximately 114,000, and is approximately 27 square miles.

Parking Enforcement

The Police Department Community Standards division is responsible for parking enforcement within the City of Arbor. Parking citations are issued by Parking Enforcement Officers and Police Officers. and the University Of Michigan Department Of Public Safety are responsible for parking enforcement on their respective properties. All citations issued are processed by the City.

Total parking citation issuance is approximately one hundred thirty thousand (130,000) per year for all enforcement agencies, of which approximately thirty-five thousand (35,000) citations are issued to out of-state vehicles. The City's collection rate is approximately eighty eight percent (88%).

Citation Processing and Collections

Manual Citation:

The issuing officer leaves a copy of the citation, with envelope, on the vehicle. The original copies of citations are then forwarded to the City's current Contractor for input into the citation processing system.

Automated Citation:

Using handheld devices provided by the Contractor, the issuing officer may perform the following tasks as required by the nature of the citation:

- Retrieve and refresh near real time payment information for expired spaces/meters via wireless connectivity with third party payment database.
- Take a picture of the vehicle and the violation being cited.
- Enter vehicle and citation information into the device and print a citation.
- Automatically upload issued citations to the citation processing system to allow for immediate payment.
- Perform end of shift downloads of issued citations and associated photos to verify all issued citations were successfully uploaded to citation processing system.

The issuing officer leaves a copy of the citation, along with a payment envelope, on the vehicle.

Payments:

Payments are processed by our customer service center, and via the Contractor hosted payment processing center. The payment channels hosted or managed by the customer service center are:

- Over the counter.
 - Customers may come into our customer service center and make payment. Our customer service center is equipped with Contractor supplied point of sale for inquiries and processing of payments in the citation processing system. If a vehicle has been impounded, payments may also be made over the counter at the police front desk and police records areas.

The payment channels hosted or managed by the payment processing center are:

- U.S. mail
 - Using the payment envelope left with the citation, the customer will mail payment directly to the payment processing center.
 - The processing center will apply the payment according with the appropriate payment dated based on the postmark.
- Automated telephone (IVR)
 - The pre-printed citation stock includes a toll free number for customers to call and arrange payments.
- Payment drop boxes located at City Hall
 - Each morning, citation payments are collected by City Staff and sent overnight to the payment processing center.

- Online
 - The pre-printed citation stock includes a website address for customer to go online and arrange payments. This link is also provided on the city's website.
 - Customers paying citations online pay a convenience fee to the Contractor for processing the payment.

Payments are reconciled, deposited, and applied to the online system. Approximately one hundred thousand (100,000) mailed in payments are processed annually. Cash, check, money order, and credit card payments are accepted, although mailing cash is discouraged. The processing center will be responsible for depositing funds into the City's depository account on a daily basis.

Overpayments and Refunds:

The City's Treasury Division refunds payments that cannot be applied to a citation. Overpayments occur when a citizen inadvertently pays the same citation twice or pays the wrong amount. Refunds may also be issued to citizens who have paid a citation that is later voided.

Non Sufficient Funds:

Payment is removed from the system, and a letter is sent to the violator indicating the amount owed, and any bank charges incurred. The citation is returned to unpaid status.

Telephone and Correspondence:

The telephone and correspondence functions performed by the processing center are very important to the overall Parking Enforcement program. The telephone and correspondence that clerks handle is the first customer contact with the City, and an extremely high degree of integrity and professionalism is expected. Currently the processing center handles in excess of thirty-thousand (30,000) telephone calls and 7,500 pieces of written correspondence annually.

The processing center is the first point of contact for parking citation information. The processing center researches complaints, processes payments, and informs customers of appropriate procedures to contest disputed citations. Form letters are mailed to citizens regarding partial payments and non-sufficient funds.

Impoundment:

Vehicles become eligible for impound by the City when the excessive citations on a particular driver or vehicle warrant. Certain individual parking citations also require a vehicle to be impounded (handicap spaces, no parking allowed areas, etc.)

Community Standards Officers are alerted of a tow eligible vehicle when they enter the license plate of the vehicle in their mobile devices. The CSOs then check with dispatch to verify the affected citations are still outstanding. When a vehicle is impounded for excessive violations, a print screen of the associated citations is captured by Police Dispatch. The citations which are required to be paid in order to recover a vehicle are highlighted on the print screen and emailed to the police desk. Customers upon learning their vehicle was towed are directed to the police front desk to make payment.

Procedures for Release of Impounded Vehicles:

If the vehicle was towed for excessive parking violations, the registered owner or

representative of the registered owner must make payment arrangements for the citations referenced in the tow bill using one of the aforementioned payment channels. Upon payment, the registered owner or representative may proceed to the impound yard to retrieve vehicle with their paid receipt. Release forms are processed electronically between Police and the impound yard.

Notices:

The City of Ann Arbor's current Contractor produces the following notices:

- DELINQUENT NOTICE (NOTICE OF CITATION): A delinquent notice is issued on a citation that remains unpaid fourteen (14) calendar days from the date of issuance.
- FINAL NOTICE (DEFAULT NOTICE): A default notice is issued on a citation that remains unpaid twenty-one (21) calendar days after a delinquent notice has been sent.
- WRIT NOTICE: When a violator has four (4) or more unpaid City and/or U of M citations in default for over twenty-one (21) calendar days a Writ of Execution is issued by the 15th District Court upon application by the City Attorney. Writs are renewed and notices mailed every 45 calendar days.
- NOTICE OF VEHICLE IMPOUNDMENT: The City shall provide written notice to the owner of any vehicle with six or more unpaid parking tickets, notifying the motorist that there are six or more unpaid tickets charged to the vehicle, and that the vehicle may be impounded at any time.

Michigan Secretary of State Interface:

Bimonthly, the processing center provided by the Contractor sends a request to the State of Michigan Secretary of State requesting vehicle owner registration information for license plates with outstanding parking violations. The requested registration information is then entered into the citation processing system for the mailing of the above notices.

Out of State Registrations:

The processing center submits monthly and quarterly requests for registration information to the appropriate states. Responses are electronically entered into the parking citation processing system.

Management Reports:

The current parking citation system produces a comprehensive set of reports which can be run on demand. In addition, reporting not available on demand is provided electronically every month.

Citation Appeals:

The City of Ann Arbor has two full time parking referees who respond to contested citations. The Referees are the first step in the adjudication process. They conduct investigations when warranted and notify customers with the outcomes of their reviews. The Referees have the ability to reduce, dismiss, or uphold citations. Citation appeals can be filed in the following ways:

- In Person
 - Customers may attend walk-in Referee sessions available at set times during the week. During times when Referees are not in session,

Customers may fill submit an appeal in writing.

- Customer Service
 - Customers may file written appeals in our Customer Service area when the Parking Referees are not in session. Customer Service staff places the appealed citations on hold and forwards the written appeal to the Parking Referees
- Online
 - Customers may complete an online form via our website which is sent to a joint parking referee email account for review.
- U.S. Mail
 - Customers may submit free form written letters appealing their citations either directly to the City or to the payment processing center. Appeals are placed on hold by the payment processing center and sent overnight to the parking referees for review.

Referees will communicate their decisions to customers either in person, via email, or via U.S. Mail using a number of pre programmed response letters. The letters have a limited amount of space provided for our Referees in include a personalized response to the customer.

Citation Appeals to 15th District Court:

The recipient of a citation may ask for an informal and/or formal hearing to contest a citation. If a citation is in default status, a motion to set aside the default judgment must be filed upon posting of a bond.

City Attorney's Office:

The City Attorney represents the City in all formal hearings that are heard in District Court. They also negotiate payment arrangements for customers whose vehicles were impounded for excessive parking violations.

Leased Vehicles:

All vehicles registered to the same leasing company or company fleet are consolidated and the payment processing center takes appropriate actions to collect the fines on all citations related to that company.

Residential Parking Permits

Residential parking permit districts have been established throughout the city to manage on-street parking in the affected neighborhoods. These parking districts are established in the current system. Permits are issued, tracked, renewed, and reported from the current system. In addition, currently deployed mobile devices have access to permit data while in the field.

Project Site Locations:

The municipal parking citation processing and collection services will be used by the following City of Ann Arbor Departments at these locations:

City of Ann Arbor Municipal Center
301 East Huron Ave.
Ann Arbor, MI

- Office of The City Treasurer-Parking Referees, 5th Floor City Hall
- Office of The City Attorney, 3rd Floor City Hall
- Police Department Front Desk and Records Department, 2nd Floor Justice Center

- Information Technology Services Unit, 1st Floor Justice Center
- 15th District Court, 4th Floor Justice Center

Washtenaw County Dispatch
 111 N. Fifth Ave
 Ann Arbor, MI 48107

Police Department -Office of Community Standards
 1510 E. Stadium
 Ann Arbor, MI

University of Michigan
 Department of Public Safety
 1239 Kipke Dr.
 Ann Arbor, MI 48109

SCOPE OF WORK

Proposal submissions to host parking citation data and process collections for the City must be able to meet all timelines and deliverables stated below:

IMPLEMENTATION

Project Control Plan

The Contractor shall submit a project control plan within ten (10) business days of execution of the contract. The plan shall consist of the following:

1. Work Breakdown Structure
 - a. A hierarchical chart showing the top-down relationship of all tasks and activities.
2. Summary Project Control Chart
 - a. A chart showing all tasks, the critical path and all task dependencies.
3. Milestone Chart
 - a. A list of milestones with completion dates.
4. Work Plan
 - a. An organized list of specific tasks, including responsibility for each task, level of effort in terms of people hours, and beginning and ending dates. Should include installation, testing, and acceptance plans and dates.
5. Training Plan
 - a. Include proposed course outlines.

This plan must also address anticipated City of Ann Arbor resource needs. It is desirable for the Contractor to provide the City with a copy of the work plan in Microsoft Project format.

System Documentation

The Contractor shall submit a Functional Requirements Document to the City for approval no later than ten (10) business days following contract award:

1. Statement of the constraints within which the System shall function; this shall

include a chart showing the relationships between Community Standards, Treasury, Customer Service, City Attorney, Parking Referees, 15th District Court, and the Contractor. The relationships shall be clearly defined.

2. Description of the process by which the requirements will be satisfied, including:
 - a. Overall system narrative
 - b. System flow chart
 - c. Data flow diagram which depicts the interactions of system functions
 - d. Flow chart that depicts the interactions between Contractor, City, and Citizen.
3. Inventory of System Inputs
4. Inventory of expected outputs from the system (listing, reports, notification, displays, etc.)
5. Description of the conversion plans and how the system will interact with existing processes and procedures.
6. Description of the overall security measures to be used by the system, both technological and physical.
7. Test plan that will meet the acceptance requirements set forth within.

System Implementation Planning

The Contractor shall provide the following documents no later than ten (10) business days after contract award:

1. Implementation Plan:
 - a. Describes the major activities required for implementation of the hosted solution from conversion through ongoing operations.
2. Work Plan:
 - a. The Work Plan shall describe each milestone and document to be produced during the course of implementation, conversion, testing and training. Include a schedule for training, instructional materials to be provided by the Contractor, documentation, and a listing of all other equipment needed to implement training.

System Implementation:

The Contractor shall:

1. Conduct site surveys and prepare sites as necessary for coordinating citation processing with Contractor.
2. Install the necessary hardware and software at the City sites and initialize the system.
3. Perform necessary tests on the installed system components to ensure system is functional.
4. Develop and conduct training for both administrators and the users. Training is expected to include security configuration, user setup, daily operations, and cover such items as preventative maintenance, troubleshooting, and routine maintenance as well.
5. Provide documentation including operating manuals and online help at no additional cost. A data dictionary and layout for the database should also be provided. The City shall be granted the right to reproduce any training materials for its personal use.
6. Develop a test system designed to aid in the training of personnel and test new functionality prior to its implementation in the production system. This system shall be separate from, but parallel to, the operations version of the system to facilitate training without the possibility of inadvertently affecting live data on the actual production database.

7. Convert data from the current system.
8. Start up and monitor the entire system, taking immediate corrective action on areas which are not operating in accordance with the requirements contained herein.
9. Provide a reporting tool to aid in monitoring system performance.
10. Respond immediately to reports from the City of system failure and take immediate corrective action.

Initial System Testing:

The initial system test will be used to verify that the system is operating within the City's Requirements as described in this RFP. The Contractor shall submit a system wide test plan detailing the transactions, conditions, and desired results to the City for approval no later than ten (10) business days after contract award.

The Contractor shall conduct the approved test plan and provide the results to the City for approval prior to the City putting the System into live production.

The Contractor shall make all adjustments and modifications to the System to conform to the City's requirements at its own cost and expense.

The test schedules shall be at mutually agreed dates and times between the City and the Contractor.

System Reliability Testing:

The system reliability test will be used to verify that the system is operating within the time parameters and performance levels as described in this RFP. The System Reliability Test period shall begin no later than two (2) business days after the System is ready for City use, and all required data is on the System.

The test shall be considered successful when the System has been operating for a period of fourteen (14) calendar days, during which no less than ninety-nine (99%) of the System has been functioning at an acceptable level of performance.

Acceptance Testing:

A detailed acceptance testing plan of the entire issuing, processing and collection system proposed shall be provided by each Respondent in their response to this RFP for approval by the City. The written plan shall define in detail the manner of testing the system (hardware and software) for its compliance with the functional requirements stated within the RFP. On approval by City, the acceptance testing plan shall become the basis for acceptance of the functional performance of the systems in the contract for services and may be used as a performance indicator for payment purposes. In the event the City requires a modification to the acceptance testing plan during the contract term but before final approval, the Selected Respondent shall respond to the City's Request for the change within seven (7) calendar days.

OPERATIONS

Unexpected System Downtime:

The Contractor shall promptly notify designated City staff of all unscheduled downtime as soon as feasible. This notification shall include the cause, expected duration, and

remedial measures being taken by the Contractor to restore access to the system. The City will provide and periodically update the contact information for designated staff which the Contractor will be expected to follow.

Scheduled System Downtime:

The Contractor shall notify designated City Staff of all scheduled downtime at least one (1) business day in advance of the proposed downtime. System maintenance should be performed at such times and in such a manner so as to minimally impact users. System maintenance includes, but is not limited to performing routine updates of tables, lists, file reorganizations, software upgrades, and equipment maintenance.

System Integrity:

The Contractor shall:

- Maintain operational integrity of the system and report all changes that would impact the City's ability to use the system.
- Maintain staff with the required expertise to identify and respond immediately to any problems affecting the system. Immediate response must be available between hours of 7:00 am and 9:00 pm Eastern Time, Monday through Saturday.
- Maintain staff with the required expertise to provide customer service to City employees with questions or issues with the system between the hours of 7:00am and 9:00pm Eastern Time, Monday through Saturday. Response times during these timeframes should be less than 2 hours.
- Maintain adequate inventory of notices to prevent shortages.
- Repair or replace all system components that fail to perform as specified.
- Make daily deposits of payments in City's bank account.
- Implement changes and redesign notices, letters, and other reports or documents as directed by designated City staff.
- Maintain customer support center to process telephone calls and correspondence. Contractor should provide metrics concerning anticipated correspondence and telephone completion rates and anticipated response time.

Database Access and Information Retrieval

The City requires connection through the Internet to the hosted citation database(s) from several locations designated by the City of Ann Arbor for City employees and the public.

- System Operational Use Time
 - The System shall be operational for City employee use during the hours of 6:00 am to 11:00 pm Eastern Time, Monday through Saturday. The system shall be available no less than ninety-nine percent (99%) of the specified hours.
 - The System shall also be available to the public during all hours where maintenance is not being performed on the System.
- Response Time
 - System response time as seen by the user shall not exceed three (3) seconds for 95% of actions performed.
- Back up and Reconstruction
 - System shall be completely redundant and possess the capability to restore all files to their original state prior to an outage.
 - Contractor must maintain back up files and perform device fallback and recovery procedures.
 - Back up and reconstruction procedures shall ensure the System is not down for more than one hour at any given time.
 - Contractor must provide for the complete backup of all software,

- hardware, communications, and other equipment.
 - Contractor must have a disaster recovery plan that has been formulated for the proposed solution.
- Data/Records Retention
 - Archive or Purge citation data on an agreed upon schedule or as directed by City Staff. Archived data should remain accessible to online inquiry and retrieval as needed.
 - Contractor must provide method for access for archived data. Disaster and recovery plans must be provided for this data as well.
 - Provide electronic images of citations issued on demand.
 - Transfer data in format determined by City Staff as needed.
 - Retain all payment documentation for 7 years.
- Data Limits
 - Describe any limits placed on customers and all cost associated with the storage of data.
- Parallel System
 - The production system shall be supported by a test system which shall be used to test modifications and enhancements prior to implementation in the production system. The test system shall have the same availability and functionality of the production system. The test system shall be independent of the production system and shall not interfere with the daily operation of production system.

Security

The system shall possess the following security features:

- Security features to limit system access to authorized staff.
- Password protected user ids.
- Auto logoff of inactive users.
- Grant access to specific system functions on a user and user group basis. The following user groups must be created:
 - View Only
 - Custom Access
 - Ability to assign a specific set of permission to individuals
 - Online Access
 - Public accessible to view and pay citations online.
 - Security Administrator
 - System Administrator
- Security and encryption features to protect the integrity and unauthorized viewing of data.
- Security and encryption features to protect online payment transactions.
- Audit trails which account for all activities taking place within the system from citation issuance through final resolution and eventual archiving.
- Establish and maintain internal control procedures to reduce the opportunity for employees to damage, alter, or compromise data.

Citation Issuance:

The Contractor will be responsible for entering all citations, whether issued by mobile device or hand written ticket, into the citation processing system within 1 business day of receipt.

The Contractor will supply mobile devices to our Community Standards Officers (CSOs) and University Officers to assist in the completion of the following tasks surrounding

citation issuance:

- Automatically assign citation numbers.
- Using wireless technology, download expired space information from our e-park stations managed by Digital Payment Technologies
- Identify vehicles eligible for towing (based on criteria provided by City) for excessive parking violations by entering vehicle's plate number.
- Process on-street credit card payments from customers eligible for towing.
- Issue and print citations.
- Take photo(s) of the violation and store them as an attachment to the citation.
- Wirelessly upload issued citations to the citation processing system.

The supplied mobile devices must be approved by designated City and University Staff prior to deployment in the field. The approved devices and meet the following service level requirements:

- A minimum of 23 functioning units must be onsite for used at all times.
 - A minimum of 13 units should be available for Community Standards Officers.
 - A minimum of 10 units should be available for University Staff.
- Devices unavailable due to required maintenance or unexpected repair will be immediately replaced with another functioning unit.
- Devices must have sufficient battery life to perform the above tasks for an entire 8 hour shift without the need of recharging.
- The units must be able to withstand the weather conditions experienced throughout the year in the State of Michigan.

The Contractor will supply the necessary stationery to print citations and the appropriate envelopes to include with the citation for mailing of payments. Selected ink and stationery must be able to withstand the weather conditions experienced throughout the year in the State of Michigan.

The citation processing system shall possess the following features regarding the issuance of citations:

- Receive citations uploaded wirelessly in the field and allow for near real time inquiry, adjudication, or payment.
- Have a backup system to verify all issued citations have been successfully uploaded from handheld devices on a daily basis.
- Provide a system to capture issued citations from the University of Michigan's choice of mobile devices and import into citation processing system on a daily basis.
- Maintain an inventory of citation books for manually issued citations.
- Account for all citations numbers (manual or mobile device) issued and their disposition.
- Perform inquiries and run reports on all active or voided citations.
- Perform inquiries and run reports on the performance of citation writers.

Information to be reported on includes, but is not limited to:

- Badge Number
- Citation Number
- Violation
- Location
- Disposition of Violation (Voided, Dismissed, Paid, etc.)

Citation Processing:

The citation processing system shall possess the following features regarding the processing of citations:

- Automatically calculate and apply penalties on outstanding citations based on the City's fine schedule.
- Authorized users with correct access rights should be able to update citations in the following ways:
 - Assess necessary penalties such as towing fees and insufficient check fees.
 - Enter notes concerning the citation or customer to be viewed by other users
 - Dismiss citations for a pre-defined set of reasons.
 - Apply payment including overpayments and underpayments
 - The system should generate a notice when a citation was not paid in full
 - Apply payments including payments for tickets not yet uploaded to the processing system.
 - Reverse payments based on a pre-defined set of reasons, such as an NSF check.
 - Reversed payments should automatically update the status of the citation, generate a notice to the customer, and allow for further fines to accrue and collection notices to be generated.
 - Process refund of overpayments on citations.
 - Update names and addresses
 - Identify vehicles eligible for impound (based on criteria provided by City) for excessive parking violations.
 - Provide a process for noting that a vehicle has been impounded including notifications on the specific citations for which the vehicle was impounded.
- Authorized users with correct access rights should be able to perform at a minimum the following inquiries:
 - Inquiries on residential parking permit numbers
 - Issuance information
 - Vehicle and driver registration information if available
 - Payment information
 - Inquiries on citation numbers
 - Issuance information
 - Vehicle and driver registration information if available.
 - Payment information
 - Photos of violation if any.
 - Inquiries on owner name
 - Provide possible alternative owner names
 - Provide owner address information if available.
 - Provide related license plate numbers
 - Provide related citations
 - Provide related residential parking permits
 - Inquiries on license plate number
 - Display all citations written against plate number.
 - Display all residential permits issued on plate number.
 - Display impoundment eligibility based on criteria provided by City
 - Display total amounts owed on all outstanding citations.
 - Display total amounts owed on tow eligible citations.

- Display total amounts owed on non-tow eligible citations.
 - Inquiries on other criteria, including, but not limited to:
 - Registered owner address.
 - Drivers license number.
 - Vehicle identification number.
 - Additional display information including, but not limited to:
 - Payment information and history
 - Notes and comments associated with the citation, driver, vehicle as warranted.
- Bulk/Mass update of commonly changing fields such as name/address changes.
- Ability to receive payment on citations not yet loaded to system. System will then automatically match payment to issued citation when loaded.
- Accurately record all details surrounding individual payments including, but not limited to:
 - Payment channel(online lockbox, over the counter)
 - Payer name
 - Payment method(Cash, Check, Credit Card)
 - Payment status (was it voided?)

Parking Citation Adjudication Module:

The citation processing system will include a module to enable the processing center, Customer Service, City Attorney, 15th District Court, and our Parking Referees to perform the following actions associated with the adjudication of citations:

- Enter and track requests to appeal a citation(s). This intake should include the following information:
 - Intake channel including
 - In person
 - Customer Service
 - Email
 - Processing Center
 - Citation Number(s) to be included in the appeal.
 - Customer Name and contact information including email address.
 - Sufficient space to capture the basis for their appeal.
 - Ability to include attachments such as pdf documents or photos.
- Place citations on hold for a specific period of time.
 - All collection efforts will be suspended. This includes:
 - Fines will not increase.
 - Notices will not be printed.
 - Status of citation will not change (default, writ, etc.)
 - When hold expires, all collection efforts resume as described above.
- Generate notice to the customer that their appeal has been received and is on hold pending investigation. Notice should be emailed when an email address is given, otherwise printed for Referees to mail.
- Void citations
- Dismiss citations using a pre-determined reason code for inquiry and reporting.
- Reduce outstanding fines until a pre-determined date.
- Transfer payments from one citation to another, including overpayments on citations.
- Enter and track dispositions of appeals using predetermined reason codes for inquiry and reporting.

- Create and print or email professional looking messages to communicate appeal dispositions to customers.
 - Messages will include a number of standard elements but should also be customizable to include specific findings based on the appeal.
 - Message fields should be expandable up to a minimum of 1,000 characters to allow for appeals requiring longer responses.
 - Limits on message fields should include visible counters to allow Referees to know when their customized messages are nearing the character limit.
 - A copy of the message should be stored electronically and be available for retrieval and reprinting/sending.
 - A history of messages sent or printed should be accessible for reference.
- Ability to reprint an image of the citation as it would have been produced by the mobile device.

Residential Parking Permits

The system shall provide a module for the administration of residential parking permits. Functionality shall include, but not be limited to:

- Establishment and adjustment of parking districts.
- Issuance and payment of permits.
- Inquiry and reporting on all data with permitting system.

The mobile devices shall provide access to permit data in the field.

Payment Processing Center

The Contractor shall provide a payment processing center for payments received via mail. The payment processing center shall perform the following services for mailed in payments:

- Provide a Post Office Box for receipt of citation payments.
- Provide an overnight service for transfer of citations payments received in the City's 2 drop box locations.
- Provide a secure location for the processing of all payment received by the processing center.
- Process all payments within 1 business day of being received at the processing center.
- Deposit all funds received within 1 business day of being processed into the City's bank account.
- Provide daily reporting to City Staff for all funds received and deposited.
- Honor postmark dates for all mailed in payments. Honor received date for all drop box payments.
- Document internal controls concerning the receipt, processing, reconciling, and deposit of these payments.
- Accept and process overpayment or partial payment of citations.
- Generate notices to customers who have sent in partial payments.

It is desirable that the payment processing center have a Michigan mailing address.

The payment processing center shall maintain a website for the acceptance of online citation payments. Customers should be able to perform the following transactions

online:

- Look up violations by citation number or vehicle license plate number.
- Pay for parking citations with credit card, debit card, or ACH.
- Review payment status of parking citations.
- Print receipts for citations paid online.

The payment processing center shall maintain an integrated voice response (IVR) system to provide the following services over the phone:

- Provide information on individual citation numbers entered.
- Provide information on how to pay citations.
- Information on how to contest citations.
- Pay for parking citations with credit or debit card.

Convenience fees charged to the customer for the processing of online and IVR payments must be included in the technical proposal.

Funds associated with online payment must be deposited into the City's bank accounts within 1 business day.

Payments received via the website or IVR shall update the citation processing system in real time upon successful completion of the payment.

On Site Citation Processing

The Contractor shall provide for the following transactions to be performed by City Staff in our Customer Service Center and Police Department:

- Payment of an individual citation including all additional penalties and fees.
- Payment of selected citations issued to a given license plate.
- Payment of all citations issued to a given license plate number with a single entry.
- Printing of a receipt which displays all citations paid and total amount paid.
- Detailed transaction reports including the following information:
 - Totals for cashier by cash, check, and credit card.
 - Reports will be run daily but should be able to be run for a given date range or reproduced on a future date.

Customer Service

The Contractor shall provide customer service assistance to public customers during normal City business hours via a toll free phone number. The type of service to be provided shall include, but not be limited to:

- Information on general parking policies and procedures.
- Handle complaints or forward to the appropriate City staff to address complaint.
- Explain administrative adjudication process for parking citations for the City.
- Research and respond to basic customer inquiries regarding parking policies and procedures.

Driver and Vehicle Registration Maintenance

The Contractor shall have the ability to provide registration information for violators within 14 days of citation issuance. Specifically, the Contractor must have at least three years experience in obtaining and providing registration information with the following states:

- Michigan
- Indiana
- Ohio
- Illinois
- New York
- Pennsylvania
- Texas

Contractor shall have the ability at minimum to provide at minimum vehicle registration access to all of the above named states. It is highly desirable that Contractor be able to provide nationwide vehicle registration access. The City desires the following information:

- Driver's License Number(DLN)
- Vehicle Identification Number(VIN)
- Name and Address information when available.

Notice Generation

The citation processing system shall have the ability to prepare multiple types of notices for multiple reasons. Each time a notice is generated, the affected citations and license plate numbers shall display in the audit record that the notice was generated. The Contractor will be responsible for issuing and sending all notices and the postage. The following notices and functionality are specifically required:

- Delinquent notices for individual unpaid citations
 - Generated fourteen (14) days from date of issuance.
- Default notice for individual unpaid citations
 - Generated twenty one (21) days after issuance of delinquent notice.
- Writ notice for individual unpaid citations
 - Generated twenty one (21) days after issuance of default notice
- Writ of Execution for unpaid citations
 - Generated when a violator has four (4) or more city issued citations. Notice is approved and generated by City Attorney and entered through 15th District Court.
 - Must be renewed and mailed every 45 days.
- Notice of Vehicle Impoundment
 - Generated to the owner for six or more unpaid parking citations
 - May combine one or more vehicles or license plates under common ownership.
- Non-Sufficient Funds (NSF) Check Notice:
 - Written notification that their payment was returned. Should include penalties assessed and instructions for resolution.
- Composite notices by license plate number
- Notices of partially paid citations
- Car Rental Agencies
 - Car rental agencies are given 30 days after notice of Citation to provide

the City with the name and address of the individual who rented the vehicle at the time of the citation.

- Upon receipt of this information, notices must be generated to the renter of the vehicle.

Reporting Requirements

Contractor shall provide access to an on demand reporting tool with access to real time or near real time production data. The validity of the information presented in all reports must be correct. All potential reporting errors will be addressed and corrected by the City as soon as possible. Basic features of the reporting tool must include:

- An initial set of commonly used reports for immediate use.
- The ability to create customer reports from scratch or Contractor supplied templates.
- Contractor assistance in creating reports.
- Ability to create pdf version of reports.
- Ability to export report data to Microsoft Excel for more analysis.

The following is a basic set of reports the City will require to be setup with assistance of the Contractor:

- Citation Issuance
 - Parking Citation Distribution Book Report
 - Identifies citation books, numbers contained therein, and the officer to whom the book was issued.
 - Missing Citation Analysis Report
 - Identifies missing citation numbers for both electronically issued citations and book issued citations.
 - Officer Reports
 - Number of citations issued by each officer by violation type.
 - Display the disposition of each issued citation (paid, dismissed, voided, etc.)
 - Agency Reports
 - Summary of tickets issued by the City of Ann Arbor and The University of Michigan.
 - Location Reports
 - Details concerning the issuing agency, type of violation, and location.
 - Display the disposition of each issued citation (paid, dismissed, voided, etc.)
- Impoundments
 - Activity Report
 - Number of vehicles towed, location, and value of citations.
 - Tow Bill
 - Description of impounded vehicle and detail of outstanding citations
- Processing and Collections
 - Out of State Citation Analysis
 - Summary report on citations issued and outstanding by State.
 - Habitual Parking Violator List(Heavy Hitters)
 - Based on City defined criteria, a list of tow eligible vehicles by license plate with associated outstanding citation information.
 - Listing of Notices Sent

- Noticing Analysis
- Detailed transaction reports including the following information:
 - Totals for cashier by cash, check, and credit card.
 - Reports will be run daily but should be able to be run for a given date range or reproduced on a future date.
- Revenue Reports
 - Breakdown by issuing agency(City vs. University)
 - Within each issuing agency, breakdown of citation status when paid (ticket, default, writ, tow).
- Returned Check reports
- Referee Appeals Analysis
 - Totals for Referee by intake channel, violation, and outcome.
 - Breakdown of City versus University citations appealed and the associated outcomes.
- Management Reports
 - Month to Date and Year to Date issuance and collections.
 - Month to Date and Year to Date Appeals Totals
 - Reports should include previous years totals for same time period
- Specialized Reports/Utilities
 - University Vehicle Citation Process
 - The University of Michigan will provide a list of license plates registered to the University.
 - Citations associated with these plate numbers that remain outstanding are marked as paid at the original fine amount.
 - A report is generated monthly to account for these citations so they can be deducted from the parking citations revenues due to the University from the City.

Other

System Enhancements

The City may request enhancements to any portion of the system as technology improves and City needs require. When the City requests such an enhancement, The Contractor shall:

1. Review specifications prepared by the City and respond within ten (10) business days of receipt with a schedule and cost for:
 - a. Development.
 - b. Implementation.
 - c. Ongoing operation.
2. Upon receipt of written authorization from the City, commence work on the enhancement based on the agreed upon schedule.
3. Establish a system to track the development and implementation of requested enhancements.
4. Perform through testing of enhancements to minimize operation problems.
5. Implement the requested enhancements based on the agreed upon schedule.
6. Update appropriate system and user documentation to reflect enhancements.
7. Conduct training when enhancements change the user experience.

Technology Requirements

Systems hosted by the Contractor are desirable. In the event the Contractor proposes a solution that installed on our network, the proposed system must support the City's standard technology stack:

- Microsoft Office 2007 or higher
- Microsoft Internet Explorer 7.0 or higher
- Microsoft Outlook/MS Exchange 2007
- Microsoft SQL Server 2005 or higher
- Microsoft Windows Server 2003 R2.SP2 or higher
- Microsoft Windows Server 2008 – 64 bit
- VMWare ESX Server 3.0.2 or higher
- C#/VB.net
- Microsoft Active Directory Integration
- LDAP
- Directory Services
- Microsoft SQL Server Integration Services
- XML
- SOA
- Web 2.0 Services
- OnBase

SECTION III EVALUATION CRITERIA

The Selection Committee will an initial evaluation of each proposal based on the criteria described below using a 100 point system. The following describes the weighted point system that will be used for evaluation of proposals.

- **Quality of Proposal-** **25 points**
 - The quality of the proposal submitted is viewed as a basic indication of the Respondent's general capability and technical competence. Quality will be interested as completeness, thoroughness, accuracy, compliance with proposal instructions, and the organization of conciseness of any submitted descriptive material.

- **Professional Qualifications-** **15 points**
 - Professional qualifications will be judged on experience, financial stability, ethical history, and the employees to be assigned to the project.

- **Experience with Similar Projects-** **35 points**
 - The experience of the respondent and its employees, and identified subcontractors (if any) with projects that are essentially identical to the one being undertaken is highly desired.

- **Management and Implementation Plan-** **25 Points**

Fee proposals will be opened only for short listed respondents. The City reserves the right to not consider any proposal which it determines to be unresponsive and/or deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the respondent to be a candidate for an interview. The Selection Committee may contact references to verify material submitted by a respondent.

At its option, the Committee then will schedule the interviews with the selected respondents. The selected respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The selected respondents shall be required to provide:

- Presentations of their proposals to the Selection Committee
- An end to end demonstration of their proposed system.

The interview shall consist of a presentation of up to 2 hourst followed by questions and answers. Audiovisual aids may be used during the oral interviews.

The City reserves the right to conduct site visits in connection with the demonstration of a proposed system.

At the conclusion of all presentations, including any site visits conducted, the respondents interviewed will then be re-evaluated, by the above criteria 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.

SECTION IV

MINIMUM INFORMATION REQUIRED

Respondents should organize proposals into the following Sections:

- A. Professional Qualifications
- B. Technical Proposal
- C. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- D. Appendices

The following describes the elements that should be included in each of the proposal sections

TECHNICAL PROPOSAL

The technical proposal shall have the following format:

- Executive Summary
 - Provide a management overview of the proposed system. This is intended to be high level in nature and address such general items of interest as system scope, scope of services, hardware and software proposed, and other items that will allow the evaluation personnel to fully understand the proposal.
- System Description
 - Provide as much detail as possible to describe the important features of the proposal in terms of meeting the overall and specific requirements. It should contain the following at a minimum:
 - Complete description of the proposed approach to the City's requirements.
 - Detailed list of proposed hardware and software necessary to perform all required or appropriate interfaces with City financial records, police, records, and court records.
 - A detailed schematic diagram of any proposed hardware layout for installation within the City's facilities (if necessary). This diagram will describe where new equipment is to be installed and where existing equipment is to be used or replaced. Please attach any product descriptions, warranties, and/or license information for any hardware included in the schematic diagram.
 - Optional Proposal Responses and alternatives.
- Section By Section Response
 - Respondents shall indicate compliance or non-compliance with all paragraphs in the RFP where equipment, a service, or an action is to be provided or performed by the respondent. A statement of compliance shall include a detailed description of how the equipment, software, or service offered can technically meet the requirement.
- Management and Implementation Plan
 - Detail the management plan for providing the services, system components and procedures meeting the requirements of the RFP and describe the proposed installation plans and dates, training plan, testing dates and plans, and acceptance plans and procedures to be known as deliverables. The section should specify the proposed completion date for total system and service implementation.
- Professional Qualification and References
 - Provide brief experience summaries of all proposed key personnel, describing their related experience and their proposed roles in the collection process, including system support staff for records, collection staff, and supervisor to oversee this contract. Include an organizational chart showing the team, number of personnel assigned to

- each function, and where they are located.
 - Give a summary of the firm's history, experience, and qualifications including years in business, locations, size, growth, annual sales, evolution of products and services, scope of product and service lines and customer service.
 - Include technical capabilities and resources for supporting the services required in this RFP.
 - Include support policies in regards to staffing and response standards for supporting the services required in this RFP.
 - Supply the City with a list of all agencies or municipalities for which the Respondent has provided services that are essentially equivalent to the system and services being proposed to the City and note any significant differences.
 - Supply the City with a list of at five (5) agencies that are current customers, at least two (2) of which are located in the State of Michigan. These lists should contain the following information:
 - Name.
 - Address.
 - Contact person with knowledge of the system.
 - Phone number.
 - Number of citations processed.
 - Percentage of citations collected.
 - Percentage of out of state citations collected.
- Exceptions, Alternatives, and Options
 - Where deviations from the specifications may result in lower cost, greater efficiency and/or improved performance, Respondents are encouraged to describe such solutions. Respondents must explain why the alternate proposal will provide equivalent or improved performance. Alternative proposals shall be labeled 'Alternative A', 'Alternative B', etc. Pricing proposals shall be labeled to match any alternative proposal submitted.
- Functional Requirements
 - Complete and submit a functional specification requirements response.
 - Respondent's software will be evaluated based on information in this response.
 - Acceptance of the system will be contingent upon the respondent delivering a system that includes all of the features promised by the Respondent.

FEE PROPOSAL

The fee proposal shall be submitted in a separate, sealed envelope as specified in General Information, Section G

Fee Proposal: The fee proposal shall include a complete fee schedule for every aspect of citation processing and collections. If applicable to fee calculations, please specify breakdown based on number of days delinquent, volume of citations issued, etc. (Alternative or optional items and modifications shall be priced separately and listed as Exceptions in the Section below).

- Hardware
 - Provide an itemized list and description of all major hardware components proposed for the system with model/part numbers and quantities.
 - Specify whether maintenance will be from original manufacturer, Respondent, or both.
 - Must include redundancy for mobile devices, download equipment, and CPU components.
- Networking/Communications
 - Provide an itemized list and description of the networking and communications software and equipment proposed for the system.
- System Software
 - Provide an itemized list and description of all system software for the proposed solution including release level information.
- Application Software
 - Provide an itemized list and description of all application and utility software being proposed for installation and state all operating systems or hardware assumptions not included with price package.
- Training
 - Provide a detailed description of the training to be provided to City staff in connection with use of Respondent's services and the assumed level or prior computer experience.
- Services
 - Provide a full description of any other services to be performed that are not included elsewhere in the cost proposal.
 - Provide a full description of all warranties on hardware and software and any updates/releases for software included as part of the warranty period for the solution as proposed and awarded.
 - Provide a description of any extended warranties on hardware, software, updates/releases for software, or other services not included in the other categories.
- Post Installation Changes
 - Provide cost of services for customer program changes.
 - List rates of compensation to be charged to the City for any additional services the City requests that are not included as part of the proposal.
- Sales Taxes
 - State of Michigan law exempts the City from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for use in City projects are not likewise exempt. No extra payment will be allowed under the contract for failure of the contractor to make proper allowance for taxes it must pay.

Additional Services and Pricing: List any additional services or packages offered that are not included in scope of work which relate to or may enhance the objective of this RFP. Please provide a complete description of the service or package and why the City should consider its purchase. Pricing must accompany any additional services.

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

Name _____ Phone Number _____

Exceptions – Respondent alternative or exceptions to Section II, Scope of Work, requirements must be listed below with applicable pricing to be considered. It is at the City’s discretion to approve any or all exceptions listed below.

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

Authorized Signature

Title of Authorized Signature

Date

Printed Signature

Email Address for Award Notice

APPENDIX A – SAMPLE CONTRACT

SERVICE AGREEMENT BETWEEN

XXXXXXXXXXXXXXXXXX
AND
CITY OF ANN ARBOR

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

Type of Business _____ agree as follows on this __ day of _____, 2013.
Address _____

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

I. DEFINITIONS

Administering Service Area/Unit means the _____.

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

Project means _____.

II. DURATION

This Agreement shall become effective on _____, 2013, and shall remain in effect until satisfactory performance of all services or _____, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the 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, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

- Contract and Exhibits
- Bid No.4281 and Addenda (if applicable)
- Bid Proposal of Contractor, dated _____

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 listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this Agreement in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. Location: The Contractor shall provide all of these services at the locations specified in Bid No. 4281.
- E. Reports/Surveys: The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis of the bid price in the manner set forth in the Bid 4281. The total fee to be paid the Contractor for the services shall not exceed (\$ _____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any

subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

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

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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

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

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

policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

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

7. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity
- B. Wages: Under this Contract, 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 Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract 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.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. 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; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by businesses regularly rendering this type of service. The Contractor warrants that the work performed shall be free of defects and guaranteed for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. Further that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the services specified in this Agreement.
- C. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. Breach under this terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.
- B. The City may terminate this Agreement, on at least ten (10) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the Agreement.
- 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 the Contractor. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. OBLIGATIONS OF THE CITY

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

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by 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 the agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

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

City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48107-8647
Attn:

XIII. SEVERABILITY OF PROVISIONS

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

XIV. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. EXTENT OF AGREEMENT

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

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

FOR CONTRACTOR

By _____
Authorized Representative

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**APPENDIX B
FAIR EMPLOYMENT PRACTICE**

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

9:161 NONDISCRIMINATION BY CITY VENDORS

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

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

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

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

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

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

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

- This **company** is exempt due to the fact that we employ or contract with fewer than 5 individuals.
 This **non-profit agency** is exempt due to the fact that we employ or contract with fewer than 10 employees.

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.
- b) Please check the boxes below which apply to your workforce:
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits
Yes _____ No _____
- OR**
- Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits
Yes _____ No _____
- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- d) To provide the City payroll records or other documentation as requested; and,
- e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name

Address, City, State, Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

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

Revised 3/2013

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

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

\$12.52 per hour

If the employer provides health care benefits*

\$13.96 per hour

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

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

ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint Contact
Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

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

City Policy

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

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

To complete the form:

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

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

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

Form #1

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____
 Address _____ Phone # _____
 (Street address) (City) (State) (Zip) County (Area Code)
 Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

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

Form #2

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

1/12

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

AAF-2

