

**CITY OF ANN ARBOR**  
**REQUEST FOR PROPOSAL**



**PEDESTRIAN SAFETY & ACCESS TASK FORCE**  
**FACILITATION SERVICES**

**RFP No.893**

**Proposal Due Date: Tuesday, April 22, 2014**  
**by 10:00 a.m. (Local Time)**

Public Services Area  
Systems Planning Unit

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

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**SECTION I  
GENERAL INFORMATION**

**A. OBJECTIVE**

The purpose of this Request for Proposal (RFP) is to select a firm or firms to provide professional consulting services for the:

Pedestrian Safety and Access Task Force Facilitation Services

**B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE RFP**

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 Monday, April 7, 2014 by 3:00 P.M. and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Connie Pulcifer, Systems Planner at [cpulcifer@a2gov.org](mailto:cpulcifer@a2gov.org)

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

Should any prospective proposer be in doubt as to the true meaning of any portion of this Request for Proposal, or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received on or before Monday, April 7, 2014 by 3:00 P.M

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

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

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

**C. PROPOSAL FORMAT**

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the 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 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. Each total submittal should not be more than 30 sheets (60 sides), not including required attachments and resumes. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

**D. 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 comprised of staff from the City of Ann Arbor and representative citizen members of the Pedestrian Safety and Access Task Force.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation the City will determine top respondents, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview any respondents, the interviews will be held on **May 6, May 7 and/or May 8**. Applicants will be expected to be available on these dates.

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

**E. SEALED PROPOSAL SUBMISSION**

All Proposals are due and must be delivered to the City Procurement Unit on, or before, **Tuesday, April 22, 2014 by 10:00 a.m.** (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent **must submit in a sealed envelope one (1) original Proposal, seven (7) additional Proposal copies, and one (1) digital copy of the Proposal; and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal.** Proposals submitted must be clearly marked: RFP No. 893 – Pedestrian Safety and Access Task Force Facilitation Services and then list Respondents name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
Procurement Unit,  
c/o Customer Service, 1<sup>st</sup> 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 will be date/time stamped by the Procurement Unit at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery, or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal. Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

**A Proposal will be disqualified if:**

1. If the Fee Proposal is not contained within a separate sealed envelope.
2. If the Fee Proposal is submitted as part of the digital copy. Provide Fee Proposal in hardcopy only.

**F. DISCLOSURES**

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

**G. TYPE OF CONTRACT**

A sample of the standard Professional 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. 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 will not entertain changes to terms and conditions of the standard 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.

## **H. NONDISCRIMINATION AND LIVING WAGE REQUIREMENTS**

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

All respondents proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations 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. Living Wage forms should be submitted with the proposal

The following forms are attached:

- Living wage declaration form (Attachment B)
- Copy of the current living wage poster (Attachment C)
- Contract compliance form to report employment data (Attachment D)

If Contract Compliance and Living Wage forms are not submitted with the proposal, a respondent will have 24 hours from the City's request to return completed forms.

## **I. COST LIABILITY**

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

## **J. PROPOSAL PROTEST**

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

**K. SCHEDULE**

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

The following is the solicitation schedule for this procurement.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Proposal Question Due Date	Monday, April 7, 2014 by 3:00 P.M
Proposal Due Date	Tuesday, April 22, 2014 by 10:00 A.M.
Interview Consultants	May 6—May 8, 2014
Consultant Selection/Negotiate Final Professional Services Agreement (PSA)	May 12—May 16, 2014
City Council Authorization of PSA	Monday, June 16, 2014
PSA Execution, Award and Notice to Proceed	Friday, June 27, 2014

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

Proposals submitted shall further define an appropriate project schedule in accordance with the requirements of the proposed work plan. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected firm.

**L. IRS FORM W-9**

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

**M. RESERVATION OF RIGHTS**

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Respondents.

4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more respondents to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.



## SECTION II

### SCOPE OF WORK

The City of Ann Arbor (herein described as the City) Systems Planning Unit is seeking the services of a facilitation consultant (herein described as the Consultant) to support the Pedestrian Safety and Access Task Force (herein described as the Task Force) work effort.

#### **BACKGROUND**

On November 18, 2013 City Council passed Resolution R-13-367, which established a Pedestrian Safety and Access Task Force to “explore strategies to improve pedestrian safety and access within a framework of shared responsibility through community outreach and data collection, and will recommend to Council improvements in the development and application of the Complete Streets model, using best practices, sound data and objective analysis.” The resolution notes that “one of the tools recommended for implementing the Complete Streets model is to develop a task force to consider steps toward the creation of a comprehensive Pedestrian Safety Action Plan.”

The Task Force’s work approach (Attachment H) is based on the Federal Highway Administration (FHWA) guidebook titled *How to Develop a Pedestrian Safety Action Plan*, a nationally recognized guidebook ([PDF version](#)) with recommendations and design principles based on the latest pedestrian safety research. The work approach consists of seven phases and will require extensive coordination and integration between the Task Force, Staff Resource Group and Stakeholders. The City wishes to engage Consultant facilitation services to support the Task Force in their work effort, outlined below:

**Task A. IDENTIFY GOALS & OBJECTIVES**

**Task B. DEVELOP COMMUNITY OUTREACH & ENGAGEMENT PLAN**

1. Pedestrian Safety and Access Task Force
2. Resource Group (staff and others)
3. Stakeholders
4. Public/Community

**Task C. ONGOING COMMUNICATIONS**

1. Audiences
2. Key Messages
3. Communication Methods

**Task D. DETERMINE DATA TYPES & ISSUES IDENTIFICATION**

1. Understanding Data Types
2. Project Types & Issues Identification
3. Community Outreach & Engagement—First Round

**Task E. ANALYSIS & PRIORITIZATION**

1. Understanding Countermeasures

2. Categorizing Safety Concerns & Solution Types
3. Development of Prioritization Systems

**Task F. SAFETY SOLUTION ALTERNATIVES & FUNDING OPTIONS**

1. Engineering & Planning Solutions
2. Education-Related Solutions
3. Enforcement & Legislative Solutions
4. Funding Options
5. Community Outreach & Engagement—Second Round

**Task G. PEDESTRIAN SAFETY ACTION PLAN ELEMENTS**

1. Checklist for Pedestrian Safety Action Plan Elements
2. Draft Recommendations
3. Community Outreach & Engagement—Third Round
4. Final Documentation

**SCOPE OF SERVICES**

A preliminary scope of work is described below; this scope will be refined in coordination with the selected Consultant. For all phases of the work effort a City staff, project manager will be the consultant's primary point of contact—methods of communication with Task Force members will be determined. The City project manager will be responsible for organizing and preparing agendas for Resource Group meetings, preparing presentation materials for meetings, and for arranging facilities for all project meetings. The Consultant shall launch and maintain a cloud-based project management/collaboration site and manage and maintain the site through the course of the project. The Consultant shall also provide materials for the City website which will be maintained by City staff. Consultant responsibilities, by task, are identified, below\*:

**Task A. IDENTIFY GOALS & OBJECTIVES**

1. Participate in Resource Group meeting #1.
2. Prepare agenda for and facilitate Task Force meeting #1.
3. Summarize Task Force meeting and monitor action items; prepare goals and objectives and finalize work plan.

**Task B. DEVELOP COMMUNITY OUTREACH & ENGAGEMENT PLAN**

1. Participate in Resource Group meeting #2.
2. Prepare agenda for and facilitate Task Force meeting #2.
3. Summarize Task Force meeting and monitor action items; finalize community outreach and engagement plan.

**Task C. ONGOING COMMUNICATIONS**

1. The city's Communication Specialist will be responsible developing content and for issuing all communications about this project to the community including educational materials, press releases, social media and other communication methods. The consultant shall work with the Communication Specialist to review and refine all

materials and coordinate all content and timing of communications with the Task Force.

**Task D. DETERMINE DATA TYPES & ISSUES IDENTIFICATION**

1. Participate in Resource Group meeting #3 to understand data types.
2. Prepare agenda for and facilitate Task Force meeting #3 to discuss data types.
3. Summarize Task Force meeting and monitor action items; and summarize data types.
4. Participate in Resource Group meeting #4 to identify project types and related, known issues.
5. Prepare agenda for and facilitate Task Force meeting #4 to discuss project types and related, known issues.
6. Summarize Task Force meeting and monitor action items; detail project types and related, known issues.
7. Prepare agendas for and facilitate three Stakeholder Focus Group meetings.
8. Summarize Stakeholder Focus Group meetings and monitor action items.
9. Prepare agenda for and facilitate one Public Meeting #1 for the community at-large.
10. Summarize Public meeting and monitor action items.
11. Optional Engagement Venues
  - i. Online Survey(s)
  - ii. A2 Open City Hall Message Board
  - iii. Attendance at neighborhood Meetings
  - iv. Walking Tours
  - v. Pedestrian and Motorist Behavior Assessments as described in Appendix C (attached to work approach)

**Task E. ANALYSIS & PRIORITIZATION**

1. Participate in Resource Group meeting #5 to understand countermeasures.
2. Prepare agenda for and facilitate Task Force meeting #5 to discuss countermeasures.
3. Summarize Task Force meeting and monitor action items; detail countermeasures.
4. Participate in Resource Group meeting #6 to discuss safety concerns and general solutions.
5. Prepare agenda for and facilitate Task Force meeting #6 to categorize safety concerns and general solutions.
6. Summarize Task Force meeting and monitor action items; detail safety concerns and general solutions.
7. Participate in Resource Group meeting #7 to discuss prioritization systems.
8. Prepare agenda for and facilitate Task Force meeting #7 to develop/score prioritization systems.
9. Summarize Task Force meeting and monitor action items; summarize prioritization scores.

**Task F. SAFETY SOLUTION ALTERNATIVES & FUNDING OPTIONS**

1. Participate in Resource Group meeting #8 to assess engineering and planning solutions.
2. Prepare agenda for and facilitate Task Force meeting #8 to arrive at a common understanding of engineering and planning solutions.

3. Summarize Task Force meeting and monitor action items; summarize engineering and planning solutions.
4. Participate in Resource Group meeting #9 to discuss education-related solutions.
5. Prepare agenda for and facilitate Task Force meeting #9 to discuss education-related solutions.
6. Summarize Task Force meeting and monitor action items; summarize education-related solutions.
7. Participate in Resource Group meeting #10 to discuss enforcement solutions.
8. Prepare agenda for and facilitate Task Force meeting #10 to discuss enforcement solutions.
9. Summarize Task Force meeting and monitor action items; summarize enforcement solutions.
10. Participate in Resource Group meeting #11 to discuss funding options.
11. Prepare agenda for and facilitate Task Force meeting #11 to discuss funding options.
12. Summarize Task Force meeting and monitor action items; summarize funding options.
13. Prepare agendas for and facilitate three Stakeholder Focus Group meetings to discuss safety solutions alternatives and funding options.
14. Summarize Stakeholder Focus Group meetings and monitor action items.
15. Prepare agenda for and facilitate one Public Meeting #2 for the community at-large to discuss safety solutions alternatives and funding options.
16. Summarize Public meeting and monitor action items.

**Task G. PEDESTRIAN SAFETY ACTION PLAN ELEMENTS**

1. Participate in Resource Group meeting #12 to discuss Pedestrian Safety Action Plan (PSAP) elements.
2. Prepare agenda for and facilitate Task Force meeting #12 to discuss PSAP elements.
3. Summarize Task Force meeting and monitor action items; summarize PSAP elements.
4. Participate in Resource Group meeting #13 to discuss draft recommendations.
5. Prepare agenda for and facilitate Task Force meeting #13 to discuss draft recommendations.
6. Summarize Task Force meeting and monitor action items; summarize draft recommendations.
7. Prepare agendas for and facilitate three Stakeholder Focus Group meetings to discuss draft recommendations.
8. Summarize Stakeholder Focus Group meetings and monitor action items.
9. Prepare agenda for and facilitate one Public Meeting #3 for the community at-large to present and discuss draft recommendations.
10. Summarize Public Meeting and monitor action items.

**FINAL DOCUMENTATION/DELIVERABLES**

Assist Resource Group and Task Force in the documentation of draft recommendations for City Council consideration. Note that final documentation shall be a compilation of summaries created by the Consultant during each task. City staff format the report in Adobe Illustrator.

\*Note: Allow and budget for a total of three additional meetings with the Resource Group and Task Force.

### **DESIRED QUALIFICATIONS**

The successful candidate will have excellent listening, speaking, facilitation, organizational, conflict resolution and writing skills. The candidate must demonstrate a high level of ability in absorbing and synthesizing a significant amount of technical information from staff resources and be able to translate broad, technical concepts into laypersons' terms.

The candidate must also demonstrate the ability to synthesize/summarize large amounts of community input to determine the highest priority areas of concern and to present this information in a format that enables the Task Force to move smoothly through the work approach tasks.

### **PROBABLE TIMELINE**

The Task Force work effort which began on April 4, 2014, is expected to continue through August, 2015 as shown in the probable timeline (Attachment I).

**SECTION III**  
**MINIMUM INFORMATION REQUIRED**

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked “Fee Proposal”)
- E. Authorized Negotiator
- F. Appendices

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

A. Professional Qualifications – 15 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subconsultants. Qualifications and capabilities of any subconsultants must also be included.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details which make the firm uniquely qualified for this work.

B. Past involvement with Similar Projects – 40 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in facilitation of citizen groups for the firm **and** the individuals to be involved in the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost of the services is required with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 30 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task (title and individual person-hours) and the firm's staff person completing the project task. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

1. The work plan shall be sufficiently detailed and clear to identify the progress milestones (i.e., when project elements, measures, and deliverables are to be completed) and the extent and timing of the City personnel involvement. Additional project elements suggested by the Proposer are to be included in the work plan and identified as Proposer suggested elements. Optional services are to be identified and described in detail.
2. The work plan must identify information the Proposer will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Proposer believes to be pertinent but not specifically asked for elsewhere.
4. Also include in the work plan all proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

In the scoring for this section, consultants shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 15 points

1. Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Fees for optional services are to be listed separately. Consultants shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.
2. The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant agreement form is included as Attachment A in Section IV of this RFP.

E. Authorized Negotiator

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

F. Attachments

1. Legal Status of Proposer, Living Wage Compliance Form and the Contract Compliance Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

G. Proposal Evaluation

1. The Selection Committee, including City staff and Task Force members will evaluate each proposal by the above described criteria and point system (A through C, based on 85 points) to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers.
2. The Committee then will schedule the interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 4 members total. The interview shall consist of a presentation of up to forty-five (45) minutes by the Proposer, including the person who will be the project manager on this Contract, followed by approximately forty-five (45) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.
3. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation. The City also reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone.

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



**SECTION IV  
ATTACHMENT A – SAMPLE CONTRACT**

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

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and \_\_\_\_\_

\_\_\_\_\_  
("Consultant") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**I. DEFINITIONS**

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

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

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

Project means \_\_\_\_\_.  
(Project name; File and Subfile No.)

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

**III. SERVICES**

- A. The Consultant agrees to provide professional \_\_\_\_\_ (type of service) services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

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

#### **IV. COMPENSATION OF CONSULTANT**

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

#### **V. INSURANCE/INDEMNIFICATION**

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.

- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

## **VI. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VII. WARRANTIES BY THE CONSULTANT**

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

licenses necessary to perform the Services specified in this Agreement.

- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

#### **VIII. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

#### **IX. OBLIGATIONS OF THE CITY**

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

**X. ASSIGNMENT**

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

**XI. NOTICE**

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

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

If Notice is sent to the 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  
Ann Arbor, Michigan 48107  
Attn:

## **XII. CHOICE OF LAW**

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

## **XIII. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

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

## **XIV. CONFLICT OF INTEREST**

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

## **XV. SEVERABILITY OF PROVISIONS**

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

**XVI. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**FOR CONSULTANT**

By \_\_\_\_\_  
Its

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Hieftje, Mayor

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

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Craig Hupy, Public Services Administrator

**Approved as to Form and Content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**SAMPLE AGREEMENT EXHIBITS**

EXHIBIT A

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



**EXHIBIT B**  
(negotiated compensation based on accepted terms of Proposal)

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements 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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be 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 in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under V.A 2 and V.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. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the

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

**ATTACHMENT B  
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 \$12.78/hour when health care is provided, or no less than \$14.25/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2014.
- b) Please check the boxes below which apply to your workforce:
  - Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes \_\_\_\_\_ No \_\_\_\_\_
  - 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

## ATTACHMENT C

### CITY OF ANN ARBOR LIVING WAGE ORDINANCE

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

**\$12.78** per hour

If the employer provides health  
care benefits\*

**\$14.25** per hour

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

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

### ENFORCEMENT

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

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

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

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

**For Additional Information or to File a Complaint Contact  
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

## ATTACHMENT D

### INSTRUCTIONS FOR CONTRACTORS

#### For Completing CONTRACT COMPLIANCE FORM

##### City Policy

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

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

##### **To complete the form:**

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
  - who will be working on-site;
  - in the office responsible for completing the contract; or,
  - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

##### **For assistance in completing the form, contact:**

Procurement Office of the City of Ann Arbor  
734/794-6576

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

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

**Form #1**

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

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

Fax# \_\_\_\_\_ (Area Code) \_\_\_\_\_ Email Address \_\_\_\_\_

**EMPLOYMENT DATA**

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

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

Form #2

Name of Company/Organization \_\_\_\_\_ Date Form Completed \_\_\_\_\_

Name and Title of Person Completing this Form \_\_\_\_\_ Name of President \_\_\_\_\_

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

Fax# \_\_\_\_\_ Email Address \_\_\_\_\_  
(Area Code)

**EMPLOYMENT DATA**

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



**ATTACHMENT E**  
**LEGAL STATUS OF PROPOSER**

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

Respondent declares that it is:

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

\* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of \_\_\_\_\_, State of \_\_\_\_\_

\* An individual, whose signature with address, is affixed to this proposal: \_\_\_\_\_  
(Initial here)

**ATTACHMENT F  
NON-DISCLOSURE AGREEMENT**

BETWEEN \_\_\_\_\_ AND THE CITY OF ANN ARBOR

Whereas, the City of Ann Arbor, with municipal offices at 301 E. Huron Street, Ann Arbor 48107 (“City”) is the owner of certain confidential information relating to its stormwater, sanitary sewer and water main systems and components thereof, which is or may be classified as exempt or restricted information under the Michigan Freedom of Information Act and federal bioterrorism and homeland security laws (collectively referred to as “Confidential Information”).

Whereas, "[Click to Type Receiver]" (referred to as “Receiver”) is desirous of receiving, reviewing, and/or evaluating the Confidential Information for the sole and exclusive purpose of gathering information for the "[Click to Type Development]" .

Therefore, it is agreed this \_\_\_\_ day of "[Click to Type Month]" , "[Click to Type Month]" :

That, the City shall, in its sole discretion, disclose to Receiver some or all of the Confidential Information based on Receiver’s request for:

- "[Click to Type Items Requested]"

It is understood that Receiver will secure at its sole cost any and all licenses, authorizations or other intellectual property rights necessary for the transfer of Confidential Information in the format requested by Receiver. Receiver will be required to provide documentation of it having all necessary licenses, authorizations or rights prior to transfer of the Confidential Information in the requested format.

That, Receiver shall hold and use Confidential Information only for the above-stated purpose of this Agreement and shall restrict disclosure of such Confidential Information to its employees with a need to know. Each employee of Receiver identified as “need to know” in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated herein. The City shall be provided with a copy of the executed employee Non-Disclosure Agreements and a master list of the employees, their respective jobs, and the reason for their classification as “need to know.”

That, Receiver will hold the Confidential Information or any part thereof in strict confidence and will not permit any disclosure thereof to any person or persons outside its organization and not use or derive any direct or indirect benefit from the Confidential Information or any part thereof without the prior written consent of the City. Receiver agrees that it will not disseminate in any manner any part of the Confidential Information.

If the Receiver receives a subpoena, request from an administrative agency or order from a court that requires Receiver to disclose all or any of the Confidential Information, the Receiver shall notify the City immediately, including a copy of the subpoena, request or order, and shall act in

cooperation with the City to seek a protective order to prevent or limit disclosure and/or impose a non-disclosure obligation on the recipient(s). Recipient shall include a copy of this Non-Disclosure Agreement along with the Confidential Information it produces or discloses. Confidential Information disclosed in accordance with this paragraph shall remain Confidential Information for all other purposes.

That, Receiver will not make or authorize to be made any copies of any reports, plans, drawings or electronic data files supplied by the City and showing or describing or embodying the Confidential Information unless authorized by the City in writing. At any time and for any reason, prior to the completion of the work performed by the Receiver, the City may request and Receiver agrees it will return all of the said reports, plans, drawings or electronic data files together with any reports, drawings or electronic data files, including any independent notations of the Confidential Information, made by Receiver showing or describing or embodying the Confidential Information or any part thereof to the City immediately. After completion of the work, the Receiver shall return to the City any drawings, extracts, reproductions, or other documentation comprising the Confidential Information, in whatever format or media, including any independent notations of the Confidential Information made by Receiver showing or describing or embodying the Confidential Information or any part thereof. In addition, access shall be controlled by the Receiver to all Confidential Information generated as part of the work performed by the Receiver. Although the Receiver is permitted to maintain copies of their work, dissemination of this Confidential Information is not permitted without written authorization from the City.

That, the restrictions on the use or disclosure of Confidential Information by Receiver shall not include any information which:

1. at the time of disclosure to Receiver was known to Receiver free of restriction and such previous knowledge is evidenced by documentation in the possession of Receiver. A copy of which documentation will be provided to the City if requested by the City; or
2. is publicly known or later made publicly known by the City; or
3. is evidenced by documentation in the possession of Receiver as being received from a third party to this Agreement who: (a) has the legal right to so furnish such information to Receiver, and (b) is not obligated to the City to keep such information confidential; or
4. is approved for release in writing by the City.

That, nothing in this Agreement shall be construed as conferring to Receiver any right of ownership in the Confidential Information or license to use any, patents, industrial designs, copyrights or other intellectual property rights owned or licensed by the City.

That, nothing in this Agreement shall be construed as restricting the City's right to restrain use or dissemination of the Confidential Information in accordance with applicable federal, state or local law and regulation or at common law.

Receiver acknowledges that a breach by him/her of the provisions of this Agreement will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it

including, but not limited to, attorney fees and costs, to injunctive and/or other equitable relief to prevent a breach of this Agreement, or any part of it, and to secure its enforcement.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

CITY OF ANN ARBOR

"[Click to Type Applicant Name]"

By: \_\_\_\_\_  
Steven D. Powers

By: \_\_\_\_\_

Print Name: "[Click to Type Name]"

Title: City Administrator

Title: "[Click to Type Title]"

Approved as to substance:

\_\_\_\_\_  
Craig Hupy, P.E.  
Public Services Area Administrator

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema  
City Attorney

**ATTACHMENT G  
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

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

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

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

I certify that the information provided is true and correct by my signature below:

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

**PROCUREMENT USE ONLY**

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