

REQUEST FOR PROPOSAL  
For Temporary Staffing Services

**RFP #874**



Proposal Due Date: Friday, September 6, 2013 by 10:00 a.m.

Issued By:

City of Ann Arbor  
Procurement Unit on behalf of  
Public Services Area/Field Operations

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## Section 1

### General Information

#### OBJECTIVE

The purpose of this Request for Proposals (RFP) is to select a company to provide staffing services for specific temporary positions for the City of Ann Arbor.

#### PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on August 29, 2013 at 11:00 am at the W.R. Wheeler Service Center conference room B, 4251 Stone School Rd., Ann Arbor Mi. 48108. The purpose of this meeting is to discuss the requested services with prospective respondents and to answer any questions concerning RFP#874. Any questions and answers furnished will not be official until verified in writing by the Procurement Unit as specified below. It is mandatory that each interested party attend this meeting. Proposals from companies/firms that do not attend this meeting will not be considered.

- **QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS**

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

All questions must be submitted on or before Wednesday, September 04, 2013 by 2:00 P.M. and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Matt Warba, Assistant Field Operations Manager at mwarba@a2gov.org

RFP Process and HR Compliance questions to 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 by Tuesday, August 27<sup>th</sup> by 2:00 P.M.

## 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 Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and the City of Ann Arbor web site [www.a2gov.org](http://www.a2gov.org) for all parties to download.

It shall be the Respondent's responsibility to ensure they have received all addendums before submitting a proposal. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

Each Respondent must in its RFP, 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 a 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 written addenda.

## PROPOSAL TERMS AND REQUIREMENTS

The City reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the City to be in the best interest of the City. 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.

Proposals must be signed in ink by an official authorized to bind the Respondent to its provisions for at least a period of sixty (60) days from the due date of this RFP. Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of the RFP, Addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.

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. The total submittal shall not be more than 40 pages, with material on two sides of each page. Proposals should not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposal and separate fee proposals must be clearly **RFP No. 874 City of Ann Arbor Temporary Staffing Services and list Respondents name and address.**

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. Respondents must submit 2 copies of the Proposal fees in a separate sealed envelope. Price Quotations stated in the Fee Proposal will not be subject to any price increase from the date on which the proposal is opened by the City and shall

remain firm through the contract term. Fees other than those stated in the Fee Proposal will not be allowed unless authorized by contract.

All information in a submitter's Proposal is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9 before a payment order can be issued.

#### PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **Friday, September 6, 2013 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 one (1) original Proposal, and three (3) additional Proposal copies printed on EPA-recommended recycled paper (minimum 30% post-consumer recycled). Two (2) copies of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondents sealed proposal. Proposal submitted must be clearly marked: **RFP No. 874 City of Ann Arbor Temporary Staffing Services 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 will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

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

## SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, described in Section 3. The evaluation will be completed by a selection committee composed of staff members from various units of the City.

At the initial evaluation, the fee proposals will not be reviewed. The fee proposal will only be opened for the top scored respondents. After initial evaluation, the City will determine which, if any, respondents will be interviewed. During the interviews, the selected company will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview key personnel assigned by the respondents selected for interview to this project.

**INTERVIEW** The City has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed services and fee proposal. The interview must include the project team member(s) expected to complete a majority of work on the project, but no more than 3 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. The oral interviews may be recorded on tape by the Evaluation Team. If the City chooses to interview any respondents, the interviews will be held the week of Week of September 16, 2013. Respondents selected for interview will be expected to be available that week.

## TYPE OF CONTRACT

Consultants selected to do business with the City of Ann Arbor will be required to execute the standard Professional Services Agreement with the City (a sample agreement is included with this RFP). Those who wish to submit a proposal to the City are required to carefully review the Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Exhibit C of the sample Services Agreement. The City will not entertain requests to revise, amend, or change the language of the standard Professional Services Agreement except where required to address the specifics of the scope of work or fee arrangement. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the 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.

## COST LIABILITY

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

### SCHEDULE

The following is the solicitation schedule for this procurement.

#### **Activity/Event Anticipated Dates**

Pre-Proposal Meeting Thursday, August 29, 2013

Proposal Due Date Friday, September 06, 2013

Interviews (if scheduled) Week of September 16, 2013

Contract Award September 23, 2013

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

### AWARD PROTEST

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

### DEBARMENT

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

### 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 selected 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.

### 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 forms.

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

### LIVING WAGE REQUIREMENT

All contractors 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 contractor agrees to comply with the provisions of Section 1:1815 of Chapter 23 of the Ann Arbor City Code.

The Living Wage form (Attachment C) should be submitted with the proposal. In the event it is not, the respondent will have 24 hours from the City's request to return completed forms.

### Independent Fee Determination

1. By submission of a proposal, the submitter certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
  - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
  - c) No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  - d) Each person signing the proposal certifies that she or he is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.



2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

#### Reservation of Rights

1. The City of Ann Arbor reserves the right to accept any proposal in whole or in part, to reject any or all 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.
2. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
3. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

## **Section 2**

### **Scope of Work**

#### INTRODUCTION AND OVERVIEW

The intent and purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish term contracts with one or more qualified contractors to provide temporary employment services on an as needed basis to the City of Ann Arbor, Field Operations Unit and other participating units. Exhibit A to this Request for Proposal contains a list of all the position titles and job descriptions. The City reserves the right to add position titles at any time during the contract term as stated below.

#### SCOPE OF SERVICES

##### GENERAL:

A. The Contractor(s) shall furnish temporary employment services as required by the City of Ann Arbor, Field Operations Unit for the job classifications shown on Attachment A. If during the contract period, positions not listed on Attachment A are required, the City of Ann Arbor may solicit price quotations from the Contractor(s) and add the positions to the contract.

B. Temporary personnel currently working at the City of Ann Arbor may not be affected. Any new requirements or replacements required by City of Ann Arbor will be obtained under this contract.

C. There is no guarantee of any minimum amount of services that may be requested during the term of the contract.

D. If any cooperative procurement authorized user of the contract job classifications differ from the City of Ann Arbor's job classifications, a modification to incorporate the job classifications shall be made in writing by the City of Ann Arbor

SPECIFIC:

A. Temporary personnel shall be employed by the Contractor. The Contractor shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer federal and state requirements for temporary personnel.

B. Temporary personnel supplied by the Contractor should be available for the entire length of the assignment. A two-week notice is preferred if temporary personnel are unable to complete the assignment and the Contractor should provide appropriate transition time between a replacement temporary employee and the current temporary employee.

C. The City of Ann Arbor will have the right at any time to refuse any temporary personnel supplied by the Contractor for any job related deficiency. Refusal of any temporary personnel shall not be based on race, color, religion, sex, age, national origin, disability or political affiliation in accordance with Equal Opportunity guidelines. The rejected temporary personnel shall be immediately removed and prompt arrangements for a replacement shall be made.

D. The normal working hours for temporary personnel in participating service units are 6:00 a.m. to 2:00 p.m., Monday through Friday, excluding holidays, although this may vary. Lunch periods will be determined by the using departments. In some cases Temporary personnel are to be available for 8 or 12 hour day shifts Sunday through Saturday, excluding holidays, although this may vary. Also, there may be requirements for evening, weekend, holiday and overtime work. These requirements will be determined by the using department. Weekend work shall be defined as Saturday and Sunday (12:01 Midnight to 12:00 Midnight). Overtime shall be defined as hours worked during the period of one week (Sunday through Saturday) in excess of 40 hours per week. A week begins at 12:01 A.M. on Sunday.

E. The Contractor shall assign a single point of contact to coordinate and assist in any employment requests, availability, scheduling, billing, contract compliance requirements, reports and problem solving. When requested, the Contractor must meet periodically with the City of Ann Arbor to discuss all services.

F. The City of Ann Arbor will assign, and identify to the Contractor, the persons who are authorized to request temporary personnel. A telephone call from the City of Ann Arbor's authorized representative along with a Purchase Order shall constitute a job request for service under this contract. The City of Ann Arbor will not pay any invoices without a written purchase order for each job request.

G. The Contractor will be given 24 hours to confirm availability of a temporary worker to fill the request.

H. In the event of an emergency requirement by the City of Ann Arbor, the Contractor shall respond to the request in the time frame established by the City of Ann Arbor.

I. The Contractor shall supply all temporary personnel with time cards. All hours worked must be signed on a daily basis by the area supervisor. The Contractor shall supply the city of Ann Arbor with copies of signed time cards upon submission of invoices to the City of Ann Arbor. The City of Ann Arbor shall not be liable for invoices that cannot be substantiated by the Contractor.

J. The Contractor shall not charge the City of Ann Arbor or any authorized user of the contract any placement fees or agency fees if a temporary employee submits an application for employment with the City of Ann Arbor or any authorized user of the contract and is selected for employment through a competitive selection process. The temporary employee shall give the Contractor a two-week notice prior to being employed.

K. The Contractor will be paid based on invoices submitted. Invoices shall be submitted by the Contractor to the city of Ann Arbor on a weekly basis. The invoices should include the employee's name, dates, hours worked, purchase order number, and the hourly bill rate and pay rate. Attached to the back of each invoice must be a copy of the weekly time sheet.

L. If at any point the City of Ann Arbor determines the contract employee is not performing their duties to the City's standard, the Contractor, upon notice from the City shall remove the temporary personnel from the assignment at no charge to the City of Ann Arbor, and the Contractor shall find a suitable replacement.

M. It is the responsibility of the Contractor or their temporary employees to provide transportation to the required location and pay any parking fees, if any. If there is a fee for parking, it is the responsibility of the Contractor or their temporary employees.

N. The Contractor shall provide a usage report on a quarterly basis to the City of Ann Arbor representative named upon award. It shall contain the number of people sent in a particular job classification and total payments received.

O. All work under this contract must be performed by properly trained and competent personnel within the specific job description and must be in accordance with industry standards.

P. The Contractor shall be responsible at all times for the actions and work of its personnel.

Q. Temporary personnel may be required to undergo a criminal history background check and drug test; the Contractor shall ensure that any contractor employee and/or subcontractor providing services at the City of Ann Arbor has criminal history background check. The Contractor shall be responsible for all cost associated with the criminal history and drug test for their employees and it is the responsibility of the Contractor that their employees meet all criminal history and drug test requirements. Site-specific training or orientation may be required before employment may begin.

R. All personnel, supplied under this contract, who are required by the State of Michigan law, regulation, or standard to possess a qualification of licensure, registration, credentials or other academic, vocational, or technical certification shall possess the appropriate credentials, licensure and/or certifications prior to temporary

placement. The Contractor is required to keep the temporary employee's credential file current. When the Contractor is requested by the City of Ann Arbor they shall provide a copy of the employee's credentials and or license.

ALL INCLUSIVE SERVICES

Additional work necessary to meet the terms of service under the above scope of work should be identified and included in Proposals.

## **SECTION 3**

### **MINIMUM INFORMATION REQUIRED**

Submission requirements are stated in Section 1 above. Respondents are reminded to submit the following number of copies of their proposal:

- 4 printed copies of the Proposal
- 2 copies of the FEE Proposal in a separate sealed envelope labeled FEE PROPOSAL

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

Respondents should organize Proposals into the following Sections, including all requested information:

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

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

#### **EVALUATION AND AWARD CRITERIA:**

1. **EVALUATION:** Proposals will be evaluated based on the following criteria:

A. **Qualification, Experience, Capacity and Resources (30%):** The Respondent Respondent's capacity and resources to perform the services described in the RFP. The Respondent Respondent's accessibility to RRHA. The Respondent Respondent's demonstrated experience and success of the Respondent Respondent in the placement of temporary personnel. The Respondent Respondent's demonstrated experience and success in the recruitment (including screening and testing) and retention of temporary personnel.

B. **Plan, Methodology, Approach and Strategy (30%):** The Respondent's approach for the implementation and operation of the services outlined in the RFP to include but not limited to:

\*Quality and feasibility of Respondent's plans to implement a temporary personnel program for RRHA and other authorized users of the contract.

\*Quality and feasibility of the personnel recruitment program for the job classifications.

- \*Ability to provide staff on all shifts and all days.
- \*Training program provided to temporary personnel by the contractor.
- \*The ability of the Respondent to meet the required time frames.

C. Pricing and Up Charge (30%):Percent of up-charge for each job classification and any other fees for the total cost proposal.

#### Authorized Negotiator

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

#### A. Attachments

1. Attachment A (Legal Status of Respondent), Attachment B (Contract Compliance Form) and Attachment C (Living Wage Compliance Form) must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

#### B. Proposal Evaluation

1. The Selection Committee may include representatives from the Public Services Area, Finance Department, and the City Attorney's Office. Members of the Selection Committee will evaluate each proposal by the above described criteria and point system (A through C) 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. The City will determine whether the final scope of the services to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.
2. The Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed services and fee proposal. . The interview shall consist of a presentation of approximately thirty (30) 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 firm will be re-evaluated by the above criteria (A through D) after the interview. After evaluation of the fee proposals, further negotiation with the selected candidate firm will be pursued leading to the award of a contract by City Council.

**SECTION 4**  
**ATTACHMENTS**

Attachment A - Legal Status of Respondent

Attachment B –Contract Compliance Forms

Attachment C - Living Wage Declaration and Poster

Attachment D - Job Description

**APPENDIX**

Appendix A - Example Professional Service Agreement with Exhibits



**ATTACHMENT A**

**LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

- A limited liability company doing business under the laws of the state of \_\_\_\_\_, whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of \_\_\_\_\_ and filed with the county of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this RFP.

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

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

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

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

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

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

Email \_\_\_\_\_

**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)												TOTAL COLUMNS A-L
	Male						Female						
	White	Bleck or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Bleck 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													
<b>TOTAL</b>													
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 \_\_\_\_\_ 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)													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														

1/12

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

AAF-2

# YOUR RIGHTS UNDER THE ANN ARBOR LIVING WAGE ORDINANCE

**\*\*\*\* NEW RATE EFFECTIVE APRIL 30, 2013 \*\*\*\***

**\$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.

For Additional Information or to File a Complaint

Contact:

**Karen Lancaster**

**734-794-6500 or [klancaster@a2gov.org](mailto:klancaster@a2gov.org)**

*\* Health Care benefits includes 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.**

4/06

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 upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the 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 \_\_\_\_\_

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

Type or Print Name and Title \_\_\_\_\_

Phone No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Questions about this form? Please contact:**  
Procurement Office City of Ann Arbor  
Phone: 734/794-6500 Fax:734/994-1795

**Nature of Work:** Work independently driving and operating automated arm collection truck. Load compost into truck from carts using automated arm, cart tipper and physically throwing lawn bags and bundles of brush weighing up to fifty pounds repeatedly. Responsible for compost routes, residential refuse, rear-load refuse or side-load recycle routes. Performs related work as required. May exert up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

**Desirable Qualifications:** Ability to understand and follow oral and written diagrams. Ability to perform manual labor under adverse climatic conditions.

**Required Qualifications:** Minimum of 18 years of age. The incumbent must have the ability to safely operate a motor vehicle as he/she may be required to drive a vehicle for local travel. Must have a valid Michigan Commercial Driver's License (CDL) with a "B" and air brake endorsement and Medical card upon hire.

**Work Schedule:** Normally the work schedule will be for 5 days per week, 6 am – 2 pm with some potential for weekend work.

**APPENDIX A**  
**SAMPLE STANDARD CITY CONTRACT**  
**AGREEMENT BETWEEN**  
\_\_\_\_\_  
**AND**  
**THE CITY OF ANN ARBOR**  
**FOR**  
**TEMPORARY STAFFING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City") and \_\_\_\_\_ a Michigan corporation with its address at \_\_\_\_\_ ("Consultant"), agree as follows on \_\_\_\_\_, 2013:

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

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services Area/Field Operations Unit.

Contract Administrator means Field Operations Manager or whomever the Contract Administrator may from time to time designate.

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_ 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 Consultant agrees to provide temporary staffing services as described in Exhibit A incorporated herein ("Services").
- B. Quality of Services: The Consultant's standard of service under this Agreement shall be of the level of quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Consultant 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 Consultant shall provide services to the City at locations to be determined by the Contract Administrator.

**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. Consultant 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 Consultant.
- B. The Consultant certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Consultant 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 Consultant 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. Consultant 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. Consultant 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 CONSULTANT**

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made as specified in Exhibit B after approval by the Contract Administrator. Consultant will be reimbursed reasonable and necessary expenses incurred in connection with the delivery of Services according to the schedule of rates in Exhibit B. Total compensation payable for all Services performed, inclusive of expenses incurred, during the term of this Agreement shall not exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_).

It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Consultant may be entitled.

- B. The Consultant shall keep complete records of time spent in providing Services so that the Administering Service Area/Unit may verify bills submitted by the Consultant. The records shall be made available to the City upon request and submitted in summary form with each bill.

## **VI. 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. The indemnity herein created shall be limited to the extent of insurance coverage of the Consultant and incidents that occur during the term of the Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply with the nondiscrimination provisions of MCL 37.2209. The Consultant 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.

**VIII. WARRANTIES BY CONSULTANT**

- A. The Consultant warrants that the quality of its Services under this agreement shall conform to the level of quality performed by professionals regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. 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 consultant or when it has actual notice of any defects in the reports and surveys.
- 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.

**IX. 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. 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. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
- C. The following provision(s) shall survive the termination of this Agreement: Article VI.

**XI. OBLIGATIONS OF THE CITY**

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

**XII. ASSIGNMENT**

- A. The Consultant shall not subcontract or assign any portion of the services 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 the agreement to third parties.

### **XIII. NOTICE**

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

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

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

If Notice is sent to the City, it shall be addressed and sent to:  
City of Ann Arbor  
301 E. Huron St.  
Ann Arbor, MI 48104  
Attn.:

### **XIV. 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.

### **XV. 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.

**XVI. 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.

**XVII. EXTENT OF AGREEMENT**

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

**FOR CONSULTANT**

**FOR THE CITY OF ANN ARBOR**

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

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

Its

**Approved as to substance**

---

Service Area Administrator

**Approved as to form and content**

---

Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**EXHIBIT B  
FEE SCHEDULE**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

1. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

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

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

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

- B. Insurance required under V.A.3 of this contract shall be considered primary as respects any other valid 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 Consultant 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 favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) 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; any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; 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 Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant 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 Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.