

**REQUEST FOR PROPOSAL**  
**MRF EDUCATION CENTER TOURS**

**RFP No. 865**



**Proposal Due Date: Friday, May 31, 2013 by 2:00 P.M.**

**Issued by:**  
City of Ann Arbor, Michigan  
Procurement Unit  
301 E Huron St  
Ann Arbor, MI 48107-8647

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## SECTION I INSTRUCTIONS TO RESPONDENTS

### A. OBJECTIVE

The purpose of this Request For Proposal (RFP) is to obtain quotations for the development and provision of educational programs that support tours of the City of Ann Arbor's Materials Recovery Facility (MRF), 4150 Platt Road, Ann Arbor, MI 48108. The intent of the contract is to provide the public with opportunities to see how recyclables are processed and learn ways to reduce, reuse, recycle, compost, and conserve resources as consistent with the City's solid waste management strategy, updated 2013. The contractor will provide monthly Saturday open houses from September through June, and a minimum of 90 group tours, total, each fiscal year. **The term of the contract is from the day after ratification of the contract by City Council (estimated July 2013) through June 30, 2016 with a two-year extension available through June 30, 2018.**

### B. PRE-PROPOSAL MEETING

A pre-proposal meeting for this project will be held on Tuesday, May 21, 2013 at 10:00 a.m. in the MRF Education Center, 4150 Platt Road, Ann Arbor, MI 48108 (Map at [www.a2gov.org/mrf](http://www.a2gov.org/mrf)) not be held. The meeting is anticipated to be 1 1/2 hrs in length. A brief tour of the MRF facility will be conducted. Attendance at the meeting is highly recommended. No individual appointments/MRP tours subsequent to the pre-proposal meeting will be scheduled. The purpose of this meeting is to discuss the requested services with prospective respondents and to answer any questions concerning the RFP. Questions regarding the RFP process or the technical content of the RFP after the date of the pre-proposal meeting must be directed to the individuals referenced below.

### C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

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

All questions must be submitted on or before Wednesday, May 22, 2013 by 5:00 P.M. and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Nancy Stone, Public Services Communications Liaison at [nstone@a2gov.org](mailto:nstone@a2gov.org).

RFP Process and HR Compliance questions to Karen Lancaster, Finance Director at [klancaster@a2gov.org](mailto: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 .

All requests for Clarification are due on or before Wednesday, May 22, 2013 by 5:00 P.M.

#### D. **ADDENDUM**

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

#### E. **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 ninety (90) 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 (forty) 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 marked "**City of Ann Arbor MRF Education Center Tours - RFP # 865**"

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 submitter. 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.

The City is tax exempt from all taxes. The Respondent, if awarded a contract for this work, shall be responsible for all "sales taxes" and "use taxes" as applicable to this work.

#### F. **PROPOSAL SUBMISSION**

All Proposals are due and must be delivered to the City Procurement Unit on or before **Friday, May 31, 2013 by 2:00 P.M. (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and four (4) 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. 865 City of Ann Arbor MRF Education Center Tours 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.**

#### G. **SELECTION CRITERIA**

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

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.

#### H. **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 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 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 June 10, 2013. Respondents selected for interview will be expected to be available that week.

#### I. **TYPE OF CONTRACT**

A sample of the standard Services Agreement is included as Attachment "A." 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 changes to the standard Services Agreement.**

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

**J. COST LIABILITY**

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

**K. SCHEDULE**

The following is the solicitation schedule for this procurement.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Pre-Proposal Meeting	May 21, 2013
Proposal Due Date	May 31, 2013
Interview Contractors	June 10-17, 2013
Contractor Selection/Negotiate Scope of Professional Services Agreement (PSA)	June 17-28, 2013
Contract Award	July 1, 2013

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

**L. 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.

**M. DEBARMENT**



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

**N. 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.

**O. HUMAN RIGHTS INFORMATION**

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

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

**P. LIVING WAGE REQUIREMENT**

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

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

**Q. INDEPENDENT FEE DETERMINATION**

1. By submission of a proposal, the respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal respondent or with any competitor.

b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other prospective respondent or to any competitor.

c) No attempt has been made or shall be made by the proposal respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

d) Each person signing the proposal certifies that she or he is the person in the proposal respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.

2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the respondent 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.

## R. **RESERVATION OF RIGHTS**

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

### A. Background

Since 1988 the City of Ann Arbor's solid waste management plans have championed waste reduction for all sectors of the community. Ann Arbor residents, businesses, and individuals/communities outside the city limits may access the city's range of solid waste services including the Materials Recovery Facility (MRF), Compost Center, Waste Transfer Station, and Recycle Ann Arbor's Drop-Off Station. Efforts to reduce landfilled waste—through promoting reuse, recycling, composting, waste prevention, and toxics reduction—provide benefits to protect the air, water, soil, wildlife, and public health. Diverting wastes from landfills also provides economic benefits. Waste reduction, reuse, recycling and composting are activities that generally cost less than landfilling, create jobs, conserve energy, and avoid costly cleanup efforts.

Since 1995 the MRF Education Center programs have been available and provided at no charge to Ann Arbor residents and businesses as well as to potential customers from other school districts and communities.

It is easy for people to “mindlessly” treat all wastes as landfilled trash instead of being motivated and knowledgeable on how to prepare and separate wastes as resources. Even avid recyclers and composters benefit from seeing first-hand how Ann Arbor's solid wastes are managed for waste reduction, recycling, and composting. The MRF Education Center programs provide the public with opportunities to visit an operating recycling plant, learn ways to reduce wastes, and support a more sustainable future for our community.

### B. Objectives

The objectives of this RFP are to promote, coordinate, provide and evaluate effective programs for pre-scheduled groups tours and monthly Saturday public open houses at the City of Ann Arbor's Materials Recovery Facility (MRF) Education Center. The MRF programs provide visitors with first-hand experiences of Ann Arbor's recycling process and support the City's overall zero waste goals. The outcomes of this contract are measured by the Contractor's quarterly meetings and reports, teacher evaluations, and periodic Contract Administrator presentation audits.

### C. Scope of Work

The work under this Contract shall consist of the items contained in the Appendix A and shall include all the supervision, materials, equipment, documentation, labor and all other items necessary to complete work in accordance with the Contract Documents. The term of the contract is anticipated to be from July 1, 2013 through June 30, 2016 (3 years) with an option to a 2-year renewal (to June 30, 2018).

D.

Conditions

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the request for proposal. Proposers shall thoroughly examine and be familiar with the specifications.

The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other document or to acquaint themselves with conditions there existing shall in no way relieve them from any obligation with respect to its bid or to the contract.

The contractor, as such and as proposer, shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under whatever conditions it may encounter or create without extra cost to the City.

All applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and the same as though herein written out in full.

### **Section III Minimum Information Required**

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

- 5 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 their proposals in the following sections including all requested information. The Selection Committee will evaluate each proposal by the criteria described based on the point system 110 points.

#### **A. PROFESSIONAL QUALIFICATIONS -- 25 points**

1. Corporate Organization: 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 the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Corporate History: State history of the organization, in terms of length of existence, type of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
3. Management Qualifications: Include brief resumes of organization's director, project staff involved in curriculum development, program presentations, classroom scheduling, reporting and bookkeeping.
4. Contract Manager: Identify the individual who will be the primary contact responsible for administration of this contract for the organization.
5. Financial Qualifications: Demonstrate the organization's overall fiscal integrity and fiscal capability to assure contract performance. Last fiscal audit or annual report are acceptable as documentation.
6. Safety Record: Describe the organization's on-the-job safety record.
7. Violation Record: Identify any pending claims against the organization and prior determinations against the organization within the last 5 years of violations of any environmental or safety laws, ordinances, or regulations. For purposes of this disclosure, the organization shall be defined as the respondent company, its officers, employees and authorized agents..

#### **B. PAST INVOLVEMENT WITH SIMILAR PROJECTS; REFERENCES -- 15 points**

State in succinct terms (~ 150 words) respondent's ability to coordinate the City of Ann Arbor's Materials Recovery Facility Education Center.

The written proposal must include a list of specific experience in performing the similar services. The proposal should also indicate the ability to provide similar services within the

budgeted amounts delivered/currently being delivered. Please provide 3 letters of reference based on previous performance with similar programs. References may be contacted by the RFP Selection Committee.

### **C. PROPOSED WORK PLAN – 40 points**

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP. The work plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks.

Describe in a narrative form your plan for accomplishing the objectives for the programs listed in Appendix A. Applicants should provide a clear explanation of the work plan including:

- i. Contractor’s qualifications in solid waste management. Why would Ann Arbor select this organization to represent the City’s solid waste programs to the public?
- ii. Contractor’s experience in developing and conducting educational programs for a range of ages. Attach 1-2 sample environmental curricula or program summaries. (Please note that staff resumes are to be provided in section D below.)
- iii. Strategy to manage requests and schedule MRF tours and open houses in a timely and service-oriented manner. What phone and e-mail support and staffing will be available to this project? How will Contractor provide a 2-3 workday response to requests? Tour schedule availability: Please specify if there are any constraints to scheduling MRF Education Center tours on any non-holiday weekdays, year-round.
- iv. Strategy to promote MRF educational programs to the public. What web support will be available to promote the MRF programs? How will the Contractor design and distribute 500 open house and tour brochures/year? (The City’s Communications Office can issue Contractor-written press releases to local media and Web-subscribers on a monthly or as-needed basis.)
- v. Methods to evaluate quality of presentations and materials. What program evaluation tools will be implemented? How will the City’s Contract Administrator receive evaluations from visiting groups?
- vi. Strategy for training and oversight of MRF tour guides. Describe the protocol for developing “speaking points” for presentations and how to handle visitor questions that will require additional research (and MRF or City confirmation) before e-mailing back to the group leader with an answer and adding to the program’s talking points. Provide confirmation that the Contractor’s representatives will be available for a minimum of three, 6-hour training days with City staff during the summer of 2013.

Additional service elements suggested by the respondent are to be included in the work plan and identified as respondent-suggested elements (see Bonus Points below).

Identify all of those, if any, who will be subcontracted to assist you with these services, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main respondent. In addition, subcontractors must indicate their capability and willingness to carry out the work in a written letter of support executed by an officer of the subcontracting company.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

**D. BONUS POINTS – 10 points**

A Respondent may propose additional programs that could be offered through the MRF Education Center over the next three years that would enhance the key components of the City’s new Solid Waste Resource Plan 2013-2017, such as reducing food waste, increasing residential and commercial recycling participation, home composting, zero waste philosophy, etc.

**E. FEE SCHEDULE – 20 points**

Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations must be presented on the Price Proposal Form included as Appendix B. The fee quotation is to relate in detail to each item of the proposed work plan, including the respondent-suggested project elements and respondent-suggested contingencies, if any. Any respondent selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, and how the overhead rate is derived

The proposed fee must detail the costs for each of the tasks and is recommended to itemize costs of major individual components. The fee proposed must include the total estimated cost for the project, when it is 100% completed. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the standard Professional Services Agreement is included in Section IV of this RFP.

Fee proposals will only be opened for the firms that are going to be interviewed.

**F. AUTHORIZED NEGOTIATOR**

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

**G. APPENDICES**

Complete and submit with the proposal the Living Wage Declaration form and Contract Compliance forms which have been included in this RFP.

## H. PROPOSAL EVALUATION

The Selection Committee will evaluate each proposal by the above-described criteria (A through D) and point system, to select the respondents to be interviewed (if any) . . . A proposal with all the requested information does not guarantee the respondent to be a candidate for an interview

If the City elects to conduct interviews, after the respondents have been selected, the Committee will evaluate criteria E for each selected firm and may re-evaluate criteria C & D based upon knowledge of the fee proposals for the selected respondents. The Committee will contact references to verify material submitted by the respondents. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, or a revised scope.

The Selection Committee will then schedule interviews with the respondents selected to be interviewed. The respondents selected for interview will be given the opportunity to discuss in more detail their proposals, qualifications, past experience, proposed work plan and their fee proposal.

The interviews may include up to thirty minutes of presentation by the respondent, followed by approximately no more than thirty minutes of questions and answers. The respondent's interview team shall consist of no more than three representatives of the Respondent's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. The Selection Committee may record the interviews.

The respondents interviewed may be re-evaluated by the above criteria (A through E), following the interviews and an adjustment to scoring will be made if appropriate.

After evaluation of the proposals, if the City is satisfied with the methodology and qualifications of the number one ranked respondent, the City shall seek to enter into a Contract with that respondent. If the City cannot reach agreement with the number one-ranked respondent within a 30-day time frame, the City may go to the next ranked respondent, and so on, until an agreement can be reached.

The City may reject all proposals if they are determined to be unsuitable by the selection committee.



## APPENDIX A MRF Education Center Tours - Scope of Services

### Scope of Work

The Contractor will provide educational activities for the public at the City of Ann Arbor's Materials Recovery Facility (MRF) at 4150 Platt Road is to be performed on an annual basis from July 2013 to June 2016 (three-year contract with an optional two-year extension until June 30, 2018).

The Contractor is to schedule and provide weekday MRF tours as requested by and coordinated with the public, and to offer ten monthly Open Houses September through June. The MRF Education Center programs are to be provided at no charge to the visitors unless the Contractor and City Contract Administrator mutually agree to allow specific special fees for special materials (e.g., worm bin kits) or unique programs (e.g., birthday parties).

1. **Definition of "Tours" for Payment: Provide a minimum of 90 MRF Education Center tours annually for the base contract fee.** The calculations for valid MRF tours follows:
  - For consistency, all educational activities conducted at the MRF will be referred to as "tours" although not all groups physically tour the MRF floor because of age (too young), mobility, or time constraints.
  - Each group or classroom (minimum 15 attendees, including chaperones and siblings) counts as one tour.
  - Each double classroom visit (40-60 attendees arriving at the same time and require two tour guides) counts as two tours.
  - Programs that are booked (and require) 120 or more minutes count as two tours.
  - Each Open House (requiring two tour guides) counts as two tours. In the event that an Open House fills the 10 a.m. and 11:30 a.m. sessions with 30 pre-registered individuals (50 maximum), a third Open House session can be added at 1 p.m. and count as an additional tour.
  - **If the contractor provides more or less than 90 MRF tours during the contract year, payments will be adjusted based on the formula shown on Appendix B, the price proposal form. The City will pay for no more than 130 MRF tours per year.**
  
2. **Provide 10 monthly MRF Open Houses September – June.** The Open Houses are generally held on the second Saturday—or a non-holiday, non-home U-M football game Saturday. Open houses are officially offered from 10 a.m. to noon. Groups of 5+ are asked to pre-register and are scheduled to arrive at 10 a.m. and once filled, a second session can be scheduled at 11:30 a.m. Individuals and families may drop in between 10-Noon without pre-registration and are folded into the existing programs.
  - The Contractor will develop the annual open house schedule dates, activities and general MRF group tour information by August 15 each year to post on the Contractor's web, print in brochures and provide to the City's Contract Administrator.
  - The Contractor provides two tour guides for monthly Open Houses.
  - The Contractor provides all materials used at the Open House activities (e.g., paper-making, composting, crafts) at no cost unless pre-approved by the City's Contract Administrator.
  - Open House themes may be repeated up to 3x/year (e.g., paper-making for Sept., Dec., June)

- The November MRF Open House is to include an America Recycles Day theme ([www.americarecyclesday.org](http://www.americarecyclesday.org))
- 3. Provide classroom and group tours** at the City of Ann Arbor's Materials Recovery Facility (MRF), 4170 Platt Road, Ann Arbor, MI 48108. Each tour must have a minimum of 15 attendees, including adults and siblings. Contractor may request an override of the minimum attendees with written (e-mail) approval from the City Contract Administrator.
- The MRF tours typically include general orientation on waste issues, coordination of activities from menu (see below), MRF floor walking tour, wrap-up time for questions. Current activities have curriculum developed by the City that will be available to the Contractor and include the following:
    - i. General Introduction to waste Issues. A review of the 4-minute MRF video.
    - ii. MRF Floor Walking Tour—for visitors at least 6 years of age or 1<sup>st</sup> grade. When the MRF plant is in operation, each group of 8-12 visitors is lead by a tour guide. Visitors must wear long pants, closed shoes, safety gear (vests, hard hats, safety glasses) and follow safety rules (walk, stay with the tour guide and the rest of the group, and not pick-up, touch, or kick recyclables on the floor).
  - Activity Stations/Units. With larger groups, these activities are designed to be described to the entire group and supervised by an adult chaperone while one part of the class is taking the MRF floor walking tour with the tour guide. All visitors rotate through 203 of these activities. (all ages)
    - i. Papermaking (generally for elementary age visitors, but fine for all ages)
    - ii. Composting (grade 3-adult)
    - iii. Stormwater management including flood plain model activity conducted by the AAPS environmental field trip leader (for AAPS 6<sup>th</sup> graders)
    - iv. Landfill Walk-Through Mural—Describe landfill gas-to-energy operations (3-adult). Younger children can have a scavenger hunt for items that could be reused or recycled (pre-school-2<sup>nd</sup> grade)
  - Narrated Bus Tour of Ann Arbor compost center, transfer station & landfill area (for double classes grades 2-8 and also single high school and college classes scheduling 90-120 minute tours)
  - Young Recyclers—Tour guide provides 2-3 activities including a general welcome, collecting paper products for recycling from visitors, story-telling, recycling relay, paper-making, a song, composting, scavenger hunt for recycled items, MRF video — no floor tour (preschool, K)
  - Tour requests from individuals or student study groups can be wrapped around a pre-scheduled tour with some additional pre- or post-tour time for specific questions.
  - Unique tour topics can be considered as requested by tour group as deemed appropriate by the Contractor and the City's Contract Administrator.
- 4. Serve as the Primary Clearinghouse for MRF Tour and Open House Information.** The Contractor will host a phone number and e-mail address that will be promoted to the public to provide information on the MRF tour and Open House offerings. Contractor will provide appropriate support staffing to respond to MRF tour requests on a timely basis—within three working days.
- **The Contractor will schedule and verify presentation requests.** The Contractor will coordinate communications with teachers/group leaders to set up tours, send MRF pre-tour information (e.g., clarifying tour components, travel and parking arrangements, closed-toe shoes/long pants required) and to re-confirm arrangements a few days before the scheduled visit.

- **The Contractor will create monthly press releases** to promote the open houses and MRF tours to be distributed through the City's Communications Office.
5. **Administrative Documentation.**
    - The Contractor will provide a monthly calendar of scheduled MRF tours to the City (Contract Administrator and Scalehouse) and the MRF Contractor (MRF Manager and accountant) by the first day of each month and update as-needed to keep people informed of tours.
    - The Contractor will respond to City of Ann Arbor and ReCommunity requests for access to the MRF Education Center classroom for meetings, workshop training, and other uses and "book" the space as-available and not being used for group tours.
    - The Contractor will develop an evaluation for teachers/group leaders that can be written and mailed back to the City or linked online with mutual access to the results from the City and Contractor.
    - The Contractor will provide: a monthly written invoice; a quarterly progress report with a list of presentations (including teacher/leader, grade/age, school/group, contact information if available, and number of attendees); copies of the evaluations; and a brief written annual summary report of the program.
    - The Contractor will attend a quarterly meeting with the City's Contract Administrator in order to assess progress, set deadlines, and discuss teacher evaluations.
  6. **Light MRF Education Center Facility Maintenance.** The Contractor will have access to the MRF Education Center and will provide light maintenance for keeping the classroom space organized, viewing windows cleaned, handouts stocked, floors swept, recyclables emptied, restrooms tidy/restocked with paper goods, and space generally available for other uses when not actively used for tours. The City Contract Administrator will provide restroom cleaning and restroom paper supplies and twice-monthly heavy floor cleaning by a private vendor from September through June. Any maintenance problems with the MRF Education Center must be promptly reported to the MRF Operations Contractor, and if not resolved, to the City's Contract Administrator.
  7. **Innovation.** The Contractor may revise or expand the existing MRF tour curriculum with permission from the City's Contract Administrator. New units must align with the City's solid waste plan latest update, and include interactive components if designed for youth visitors. Proposed new units must be piloted and evaluated before becoming a permanent part of the MRF program offerings.
  8. **Professional advancement.** The Contractor will maintain membership in the Michigan Recycling Coalition (MRC, [www.michiganrecycles.org](http://www.michiganrecycles.org)) or similar solid waste professional organization acceptable to the City. The Contractor will have at least one MRF tour guide attend a minimum of one solid waste workshop or conference annually throughout the duration of the contract.
  9. **Contractor will have access to the MRF Education Center,** a 2000-foot classroom area at 4150 Platt Road, for providing programs and administrative activities. The City and the MRF Operator ReCommunity will be able to schedule use of the MRF Education Center facility with the Contractor. Uses of the MRF Education Center beyond weekdays from 7 a.m. to 6 p.m. and Saturday Open Houses requires the prior approval of the MRF Operator ReCommunity. Uses of the MRF Education Center will conform with City facility operational protocols used at Parks Facilities, e.g., no raffles, etc.

Requests from the public to rent the MRF Education Center must be referred to the City's Contract Administrator.

10. **The City will provide handouts and printed materials for the MRF Education Center.** These materials are ordered through the City's Contract Administrator for the Communications Specialist to provide. Items include current City solid waste newsletters, home composting handouts, chart of recycled bale buyers, and other printed materials mutually agreed-upon. Each visitor can receive a recycled-content pencil with the City's Web address (up to 3000/year). Ann Arbor-based visitors can also receive a printed "pocket recycling guide" (2500/year). AAPS 6<sup>th</sup> grade students receive a rain water gauge and printed insert (1200/year).

# MRF Tour Visitor Estimates

(based on 2012-2013 statistics)

## Tours that require one tour guide

\*Number of days are not listed since it is possible to schedule multiple (smaller) groups on the same day.

Group	# Classes/Groups	# People
Ann Arbor Public School – 6 <sup>th</sup> graders	40 classes over 21 days	1100
Other K-12 Schools	10	190
College Classes	8	170
Scout Groups, Day Camps, Homeschoolers, Day Cares	14	310
Adult Groups	10	120
Misc. (small groups/individual requests)	5	25
<b>TOTAL</b>	<b>87</b>	<b>1915</b>

## Tours that require two tour guides

\*It is not recommended for schools to try to have 4 classes (2 double classes) tour the MRF in one day when switching between another location and including a lunch break. The p.m. tour quality is compromised.

Group	# Classes	# Days	# People	Grade
Central Academy	2	1	60	2 <sup>nd</sup>
Dearborn Public Schools	4	1 (recommend 2)	120	5 <sup>th</sup>
Dexter – Wylie Elementary School	9	5	300	3 <sup>rd</sup>
Green Hills School	3-4	1 (recommend 2)	80	9 <sup>th</sup>
Milan Area Schools	5	3	100	1 <sup>st</sup>
Wayne-Westland Community Schools	2	1	50	5 <sup>th</sup> & 6 <sup>th</sup>
West Bloomfield– Sheiko Elementary	2	1	70	2 <sup>nd</sup>
Saturday Open Houses	(10 x 2 = 20 “groups”)	10	625	All ages
<b>TOTAL</b>	<b>48</b>	<b>25</b>	<b>1405</b>	

**APPENDIX B:  
Price Proposal Form**

***The completed Price Proposal Form is to be sealed and submitted in a separate envelope, apart from the remainder of the proposal.***

- (A) Provide 10 monthly Saturday MRF Open Houses, Sept. through June, with 2 staff (from 10-Noon; may require a second session from 11:30-12:30). Provide supplies for all open house themes (e.g., paper-making, composting, crafts). Each Open House counts as two tours. (Each Open House counts as 2 "tours"; 20 tours/year)
- (B) Provide 70 MRF 60-90 minuted classroom or group tours, as formulated in the Scope of Services. Provide supplies for all MRF tour activities (e.g., paper-making, composting). (Excludes Open House tours.)
- (C) Provide administrative support for contract management (quarterly and annual reports and meetings, provision of teacher evaluations). Maintain year-round MRF tour website information. Provide e-mail and phone response (2-3 weekday response to teachers/group leaders for tours, and reminders of tours 2-5 days in advance of visit). Provide light maintenance of the MRF Education Center. Design, print, distribute 500 open house brochures/year.

**1. Annual cost for provision of basic services (A, B, C above) \$\_\_\_\_\_/year\***

**\*Formula for payment adjustment for number of MRF tours/year provided by Contractor:  $.5\% \times \#1$  (above) = per tour cost.** Example: if the response to #1 is \$30,000, the per tour cost is calculated as  $\$30,000 \times .005 = \$150$  per tour. The City would pay the Contractor \$150 for every tour over 90/year (maximum 40 extra tours/130 total). The City would deduct from the Contractor's payment \$150/tour for every tour under 90/year.

**2. Annual contract increase (not to exceed 3% per year) \_\_\_\_\_%**

**3. Proposals Cost(s) for optional programs as detailed on proposal  
Additional price sheet may be attached to Appendix B. \$\_\_\_\_\_/year**

Name of Respondent \_\_\_\_\_  
Organization \_\_\_\_\_  
Date \_\_\_\_\_

## **APPENDIX C**

### **- INSTRUCTIONS FOR CONTRACTORS FOR COMPLETING CONTRACT COMPLIANCE FORM**

#### City Policy

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

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

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

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

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

Procurement Office of the City of Ann Arbor  
734/794-6500

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

Form #1

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

**EMPLOYMENT DATA**

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



**CITY OF ANN ARBOR PROCUREMENT OFFICE  
HUMAN RIGHTS CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

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

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

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

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

**EMPLOYMENT DATA**

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

APPENDIX D

CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE  
DECLARATION OF COMPLIANCE

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

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

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

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

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

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

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

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

I

**CITY OF ANN ARBOR  
LIVING WAGE ORDINANCE**

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

**\$12.52 per hour**

If the employer provides health care benefits\*

**\$13.96 per hour**

If the employer does NOT provide health care benefits\*

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

**ENFORCEMENT**

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

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

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

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

**For Additional Information or to File a Complaint Contact  
Karen Lancaster at 734/794-6500 or [Klancaster@a2gov.org](mailto:Klancaster@a2gov.org)**

**ATTACHMENT A  
SAMPLE SERVICES AGREEMENT**

SERVICE AGREEMENT BETWEEN  
(CONTRACTOR)  
AND  
CITY OF ANN ARBOR  
FOR RECYCLING PLANT TOURS AT  
THE MATERIALS RECOVERY FACILITY EDUCATION CENTER

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron, Ann Arbor, Michigan 48104 (“CITY”) and \_\_\_\_\_ having its offices at \_\_\_\_ [address, city, state] (“CONTRACTOR”), agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means the Public Services Area.

Contract Administrator means the Solid Waste Coordinator, acting personally or through any assistants authorized by the Administrator/Manager of Public Services Administration/Systems Planning.

Project means public recycling plant tours at the Materials Recovery Facility (MRF) Education Center, 4150 Platt Road, Ann Arbor, MI 48108.

II. DURATION

This agreement shall become effective on \_\_\_\_\_, and shall remain in effect until satisfactory performance of all services or June 30, 2016 whichever occurs first, unless terminated for breach or as provided in this agreement.

The parties agree that this Agreement may be renewed, at the sole option of the City, for one, two-year period under the same terms and conditions for the amount specified in Article IV, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide written notice of its intent to renew no less than sixty (60) days prior to the termination date of the original term of the Agreement.

III. SERVICES

- A. The Contractor agrees to provide educational programming services (“Services”) as described in Exhibit A attached hereto and incorporated herein. 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 quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services 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 Contractor shall provide services to the City at the City of Ann Arbor's Materials Recovery Facility Education Center, 4150 Platt Road, Ann Arbor, MI 48108.

#### IV. COMPENSATION OF CONTRACTOR

- A. The Contractor 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 Contractor, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \_\_\_\_\_.
- B. The Contractor 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 Contractor shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### V. INSURANCE; INDEMNIFICATION

- A. The Contractor 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 Contractor 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 commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, from any acts or omissions by the Contractor or its employees and agents occurring in the performance of or breach in this Agreement.

## VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor 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 Contractor 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 Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) and specified in Exhibit D; 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. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

- A. The Contractor 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 Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor 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 Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

VIII. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- 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 Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor 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 Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

X. ASSIGNMENT

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

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 St., POB 8647  
Ann Arbor, Michigan 48107  
Attn:

XII. CHOICE OF LAW

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

XIII. CONFLICT OF INTEREST

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



**XIV. 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.

**XV. EXTENT OF AGREEMENT**

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

**FOR CONTRACTOR**

By \_\_\_\_\_  
TBE  
Title

**THE CITY OF ANN ARBOR**

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

Approved as to substance:

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

Approved as to form

By \_\_\_\_\_  
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).

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