

# REQUEST FOR PROPOSAL

RFP# 990

## INDEPENDENT ANALYSIS OF ANN ARBOR POLICE DEPARTMENT COMMUNITY ENGAGEMENT PRACTICES

City of Ann Arbor  
City Administrator's Office



**Due Date: December 9, 2016 by 2:00 PM EST (local time)**

Issued By:

City of Ann Arbor

Procurement Unit

301 E. Huron Street

Ann Arbor, MI 48104

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## **SECTION I - GENERAL INFORMATION**

### **A. OBJECTIVE**

The City of Ann Arbor (hereafter “the City”) is seeking proposals from individuals, firms, teams, or consultants (hereafter “Consultant”) to provide a review of the techniques the Ann Arbor Police Department (AAPD) employs to effectively and equitably deliver law enforcement services to all members of the community (hereafter “the Project”) and to gage the appropriate level of civilian review. Under the direction of the City Administrator, the City’s intent is to undergo a process that openly and objectively examines the means and methods the Ann Arbor Police Department (AAPD) employs and should adopt to support and sustain a safe and inclusive community and explores how those means and methods are perceived by the community. The ultimate purpose is to receive and adopt recommendations to enhance the AAPD’s service to and relationship with the community, which is a critical part of the exceptional quality of life we strive to provide to all of Ann Arbor’s residents, visitors, businesses, and institutions.

### **B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL**

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP. **All questions shall be submitted on or before November 18, 2016 at 10:00 AM (local time)**, and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Sara Higgins, City Administrator’s Office, [shiggins@a2gov.org](mailto:shiggins@a2gov.org).

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Purchasing Manager - [cspencer@a2gov.org](mailto:cspencer@a2gov.org).

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

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

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

Each consultant must acknowledge in its proposal all addenda it has received. The failure of a Consultant to receive or acknowledge receipt of any addenda shall not relieve the consultant of the

responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

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

There will be no pre-proposal meeting.

### **D. PROPOSAL FORMAT**

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

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

### **E. EXPERIENCE AND EXPERTISE**

The selected vendor should have team members with extensive experience and expertise in the following areas:

- best practices in police practices and the related laws, including policy review, community policing, problem-oriented policing, use of force policy and training, de-escalation training, policing of people with mental health or substance abuse issues, diversion (including pre-arrest), reducing racially disparate impacts in policing outcomes, racial equity impact analysis, and restorative justice (including community-based restorative justice models not involving the criminal justice system);
- police accountability systems and civilian police review boards; and
- uses of social science methodology including surveys, statistical analysis, observations and interviews.

No one working for (or as a subcontractor to) the City of Ann Arbor is eligible to win this RFP.

### **F. SELECTION CRITERIA**

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

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top Consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews (if required), the selected firms will be given the

opportunity to discuss their proposals, qualifications, past experience, and fee proposals in more detail. The City further reserves the right to interview the key personnel assigned by the selected Consultant to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of January 13, 2017**. Consultants must be available on these dates.

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

## **G. SEALED PROPOSAL SUBMISSION**

All proposals are due and must be delivered to the City Procurement Unit on, or before, December 9, 2016 at 2:00 p.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope

- One (1) original proposal
- Three (3) additional proposal copies
- One (1) digital copy of the proposal on a flash drive as one file in PDF format

Each respondent must submit in a single separate sealed envelope marked Fee Proposal the following:

- Two (2) copies of the fee proposal

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

Proposals submitted must be clearly marked: "RFP No.990 – "Independent Analysis of Ann Arbor Police Department Community Engagement Practices" and list the Consultant's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
c/o Customer Service  
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 on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single Consultant. However, additional time may be granted to all Consultants at the discretion of the City.

A proposal will be disqualified if:

- 1) The fee proposal is not contained within a separate sealed envelope.
- 2) The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.
- 3) The forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals.

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

## **H. DISCLOSURES**

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

## **I. TYPE OF CONTRACT**

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

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

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

## **J. MEASUREMENT AND PAYMENT.**

The City will make progress payments upon receipt of the deliverables specified in the work plan. Payments will be made upon receipt of a draft (50%) and final (50%) work product for each task.

## **K. PROHIBITION ON LOBBYING.**

While the City expects interested Consultants may seek to contact stakeholders within the community to gain a greater understanding of the environment, it requests that potential offerors refrain from

lobbying or making contact with City Officials other than the City's designated points of contact (POC). This restriction includes contact with the Mayor and members of the City Council, City staff other than the POC, the Ann Arbor Police Department, and citizen members of the City's Human Rights Commission. Any violation of this condition may lead to an offeror being disqualified at the sole and final discretion of the City Administrator consistent with City codes, ordinances, and practices.

#### **L. HUMAN RIGHTS REQUIREMENTS**

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

#### **M. WAGE REQUIREMENTS**

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

#### **N. CONFLICT OF INTEREST DISCLOSURE**

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

#### **O. COST LIABILITY**

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

**P. 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.

**Q. PROPOSAL PROTEST**

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

**R. SCHEDULE**

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

The following is the schedule for this RFP process.

<b>Activity/Event</b>	<b>Anticipated Date</b>
RFP Issued	November 4, 2016
RFP Questions Due (if any)	November 18, 2016
RFP Questions Answered	December 2, 2016
Proposals Due	December 9, 2016
Finalist Notification	December 23, 2016
Finalist Interviews (if required)	January 13, 2017
Consultant Selection	January 20, 2017
Contract Award	February 6, 2017
Report Due	August 7, 2017

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

**S. IRS FORM W-9**

The selected Consultant will be required to provide the City of Ann Arbor a completed IRS form W-9.



## **T. RESERVATION OF RIGHTS**

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

## SECTION II - SCOPE OF SERVICES

### **A. BACKGROUND**

In November 2015, the Ann Arbor Human Rights Commission (HRC) published its report addressing concerns over the practices the AAPD employs in policing our community. The report mentioned “incidents of apparent police misconduct nationwide – and by the shooting of Aura Rosser locally” as the trigger for its review, and cited calls from the community, implicit racial bias, and the lack of police transparency and external review, among other reasons, as the basis for it. At the conclusion of report, the HRC provided the following recommendations to “strengthen the critical community-police relationship”:

1. Engage the services of a police auditor-consultant on a temporary basis.
2. Create and maintain a civilian police review board.
3. Implement alternative dispute resolution methods.
4. Implement the use of crisis intervention teams and community policing more fully.

In its review of the HRC Report, AAPD agreed with the first recommendation, but deferred its support of the remaining recommendations until an audit was completed. The rationale for the AAPD response is that the second through the fourth recommendations should be viewed as outcomes of the audit, and the actual implementation of best practices should be applied in the context of the audit findings. Concurrent with and independent of the audit, AAPD is pursuing accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA).

In its statement on the AAPD Response, the HRC argued that the decision to create a civilian police review board should not be deferred until the completion of the audit and should turn on the City’s vision of police-community partnership. The Commission urged City Officials to express their commitment now to establish that board and task the auditor with helping to create an effective one.

Further background information on the City of Ann Arbor, the Human Rights Commission, and the AAPD are provided in the paragraphs below. The following relevant documents are provided as **Attachment A**:

- Civilian Police Review: Recommendations for Strengthening the Police-Community Relations in Ann Arbor, prepared by The Human Rights Commission, November 4, 2015 (hereafter, “the HRC Report”).
- Police Department Response to Human Rights Commission Report, dated June 6, 2016 (hereafter “the Police Response”).
- Ann Arbor Human Rights Commission Statement on Responses to Its Civilian Police Review Report and Recommendations, undated (hereafter “the HRC Response”).

## ***City of Ann Arbor<sup>1</sup>***

**Ann Arbor** is located in Washtenaw County, MI within the Detroit-Ann Arbor-Flint Combined Statistical Area of southeastern Michigan. The City has the reputation of being a small, friendly town with big-city sophistication. It has a world-class educational and high-tech research center nestled in a quintessential college town; a close-knit community of charming neighborhoods with a rich mix of cultures. During the 1960s and 1970s, the city gained a reputation as a center for left-wing politics. Ann Arbor became a focal point for political activism and anti-Vietnam War movement, as well as various student movements.

Ann Arbor is home to the University of Michigan, one of the foremost research universities in the United States. The university shapes Ann Arbor's economy significantly as it employs about 30,000 workers, including about 12,000 in the University's medical center. The city's economy is also centered on high technology, with several companies drawn to the area by the University's research and development money, and by its graduates.

Ann Arbor has a council-manager form of government. The City Council has 11 voting members: the Mayor and 10 City Council members. The Mayor and City Council Members serve two-year terms: the Mayor is elected every even-numbered year, while half of the City Council Members are up for election annually (five in even-numbered and five in odd-numbered years). Two Council members are elected from each of the city's five wards. The Mayor is elected citywide. The Mayor is the presiding officer of the City Council and has the power to appoint all Council Committee Members as well as board and commission members, with the approval of the City Council. Day-to-day city operations are managed by a City Administrator chosen by the City Council.

As of the 2010 U.S. Census, there were 113,394 people, 45,634 households, and 21,704 families residing in the city. The population density was 4,270.33 people per square mile (2653.47/km<sup>2</sup>). There were 49,982 housing units at an average density of 1,748.0 per square mile (675.0/km<sup>2</sup>), making it less densely populated than inner-ring Detroit suburbs like Oak Park and Ferndale (and Detroit proper), but more densely populated than outer-ring suburbs like Livonia or Troy. The racial makeup of the city was 73.0% White (70.4% non-Hispanic White), 14.4% Asian, 7.7% Black or African-American, 0.3% Native American, 1.0% from other races, and 3.6% from two or more races. Hispanic or Latino residents of any race were 4.1% of the population. In 2013, Ann Arbor had the second-largest community of Japanese citizens in the state of Michigan, numbering 1,541; this figure trailed only that of Novi, which had 2,666 Japanese nationals. In addition, Ann Arbor has a population of Arab Americans, including residents of Lebanese and Palestinians backgrounds.

In 2000, out of 45,693 households, 23.0% had children under the age of 18 living with them, 37.8% were married couples living together, 7.5% had a female householder with no husband present, and 52.5% were non-families. 35.5% of households were made up of individuals and 6.6% had someone living alone who was 65 years of age or older. The average household size was 2.22 and the average family size was 2.90. The age distribution was 16.8% under 18, 26.8% from 18 to 24, 31.2% from 25 to 44, 17.3% from 45 to 64, and 7.9% were 65 or older. The median age was 28 years. For every 100 females there were 97.7 males; while for every 100 females age 18 and over, there were 96.4 males.

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<sup>1</sup> Information combined from several sources, including City information, Visit Ann Arbor, Wikipedia, and MLive.

The median income for a household in the city was \$46,299, and the median income for a family was \$71,293 (these figures had risen to \$51,232 and \$82,293 respectively as of a 2007 estimate). Males had a median income of \$48,880 versus \$36,561 for females. The per capita income for the city was \$26,419. About 4.6% of families and 16.6% of the population were below the poverty line, including 7.3% of those under age 18 and 5.1% of those age 65 or over.

Ann Arbor's crime rate was below the national average in 2000. The violent crime rate was further below the national average than the property crime rate; the two rates were 48% and 11% lower than the U.S. average, respectively. However, public perceptions of police engagement with the community and sensitivity to use of force considerations were raised subsequent to the police shooting of Ms. Aura Rosser in November 2014.

### ***The Human Rights Commission<sup>2</sup>***

The Human Rights Commission (HRC) of Ann Arbor was established in 1957 as the Human Relations Commission to investigate and deal with issues of racial discrimination in housing and employment. The name of the agency was changed in 1970 to the Human Rights Commission. Its primary function is to help ensure compliance with the city's non-discrimination ordinance.

Ann Arbor's non-discrimination ordinance prohibits discrimination in employment, housing, and public accommodations. No person may be denied *his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.* (City of Ann Arbor Code, Chapter 112, Section 9:150; Ord. No.14-25, Sec. 1, 10-20-14).

The responsibilities of the HRC, which consists of nine members appointed by the Mayor and confirmed by City Council, are to:

- (a) Receive and review complaints from individuals alleging violations of Ann Arbor's human rights ordinance, [Chapter 112](#) Non-Discrimination, and take appropriate action, including but not limited to referral of complaints to appropriate agencies or to the City Attorney, mediation of complaints, or dismissal of complaints;
- (b) Report annually to City Council regarding complaints received and actions taken;
- (c) With city staff, develop procedures to (1) enforce and (2) provide notice of non-compliance with nondiscrimination provisions of [Chapter 112](#) Non-Discrimination applicable to city contractors;
- (d) With city staff, provide an annual report to City Council regarding compliance of city contractors with nondiscrimination provisions of [Chapter 112](#) Non-Discrimination;
- (e) Investigate, study, hold hearings and make recommendations to City Council regarding complaints from any class or group protected under the human rights ordinance;

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<sup>2</sup> Information from City sources.

(f) Make periodic public reports and recommendations to the City Council and City Administrator on ways to improve city government programs and ordinances designed to eliminate discrimination or to remove the effects of past discrimination;

(g) Communicate with federal and state agencies regarding human rights and affirmative action programs for the purpose of making recommendations to City Council;

(h) Provide education and programs about the human rights ordinance, other commission initiatives, and/or to discourage and eliminate racial tensions, prejudice, and/or discrimination.

(Ord. No. 68-69, 1-19-70; Ord. No. 28-78, 6-19-78; Ord. No. 15-20, § 2, 9-8-15)

### ***The Ann Arbor Police Department<sup>3</sup>***

The Ann Arbor Police Department is located in the Ann Arbor Justice Center at 301 E. Huron St. in downtown Ann Arbor. There are 122 sworn police officers included in the overall staff of 149. The AAPD is a full-service department with many services and units. These include a detective section, traffic services unit, K9, motorcycle and bicycle patrols, as well as a neighborhood watch and crime prevention unit. The AAPD road patrol is committed to a community-oriented policing philosophy and strives for a high level of community engagement.

**Mission Statement:** To provide protection and service to all.

**Vision Statement:** All Ann Arbor police personnel are partners with the public and city administration to help the community successfully fulfill its desired destiny.

### ***Key Staff***

**Chief of Police Jim Baird** has been with the AAPD since 1993, when he was hired as a patrol officer. He was promoted to sergeant in 1999, lieutenant in 2012 and deputy chief of the operations division in May 2013, and has held assignments in patrol, professional standards and SWAT. Chief Baird was appointed to his current position of Chief in February 2016. He has a bachelor's degree from Michigan State University in criminal justice. He is also a graduate of the Eastern Michigan University School of Police Staff and Command. As chief of the department he is responsible for ensuring that daily operations of the department are effective and efficient.

**Deputy Chief Robert Pfannes** has been with the AAPD since 1998, when he was hired as a patrol officer. Before coming to the AAPD he served with the Detroit and Garden City police departments. He came with experience in patrol, major crimes, narcotics and patrol supervision. He was promoted to AAPD Sergeant in 2004 and has held various supervisory assignments including road patrol, Communications, Professional Standards and the Detective Section. In 2012 he was promoted to Detective Lieutenant and served as the commander of the Detective Section. He was promoted to Deputy Chief in 2016. Deputy Chief Pfannes has a bachelor's degree in Legal Studies from Madonna University and is a graduate of the EMU School of Police Staff and Command and EMU Basic and Advanced SWAT training. He has taught at the Western Wayne Regional Police Academy for the last 23 years. As Deputy Chief, he is responsible

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<sup>3</sup> Information from City sources.

for the patrol, detective, special services, administrative services and professional standards sections, which includes training, hiring and recruiting, and community standards.

### ***Command Staff***

The Ann Arbor police command staff is comprised of six lieutenants and eighteen sergeants. Each lieutenant is responsible for a specific section of the department. The sergeants are responsible for the direct supervision of the officers and/or civilian employees.

### ***Community Engagement***

Interaction with residents and businesses is important to the Ann Arbor Police Department to regularly address concerns and to maintain general public safety. In addition to informal or impromptu interactions, AAPD participates in outreach through community presentations and special programs.

## **B. PROJECT SCOPE**

This Request for Proposals (RFP) is for a contract of limited duration, and will be awarded and delivered in phases. ***Phase 1 – Community Review and Early Action Deliverables, is estimated at three (3) – six (6) months (January – March 2017)*** duration and will be initiated upon notification to proceed. During Phase 1, the Consultant will work with the City to determine the scopes for ***Phase 2 - Policy and Practice Review***, and ***Phase 3 – Follow-Up and Sustainment***. The City, at its sole discretion, will provide additional direction to the Consultant on which Phase 2 and 3 tasks will be pursued.

The City requests the Consultant to propose an approach that will best address the goals of the Project based upon its expertise, proven best practices, and progressive trends in law enforcement. The successful offeror will provide a work plan that addresses the following requirements and criteria:

- ***OBJECTIVE 1: Build acceptance and trust of the process.*** The Consultant will propose mechanisms for evaluating public acceptance and trust. These may include querying community and AAPD members directly and will also involve quantifying the degree of public engagement; conducting a “before and after” survey; the use of the periodic and recurring ICMA Citizen Survey to survey the public at large; and other methods as appropriate. The Consultant will identify the level of effort required, proposed costs, schedule for completion, and the deliverables to be provided.
- ***OBJECTIVE 2: Assess the effectiveness of the methods AAPD employs to engage with the community.*** The assessment will include a peer city (including similarly-sized “town and gown” communities) comparison, data/statistical analyses, the participation of peer city police agency representatives, community input, and recommendations for training and process improvement. The Consultant will identify the tasks required and associated level of effort, proposed costs, schedule for completion, and the deliverables to be provided.
- ***OBJECTIVE 3: Provide for periodic assessment and adjustment.*** The audit report will include a proposed plan for implementation of recommendations (including schedules, resources, cost estimates, and measures of success); a progress review at the 18-month anniversary of the audit’s

completion; and the mechanisms for recurring assessment of performance and review and integration of best practices. The Consultant will identify the tasks required and associated level of effort, proposed costs, schedule for completion, and the deliverables to be provided.

### **C. PROJECT APPROACH AND METHODOLOGY**

The City is requesting that proposals present the work to be performed be in the following three phases:

#### ***Phase 1 – Community Review and Early Action Deliverables (January – March 2017)***

During Phase 1, the Consultant will address the following requirements:

- The Consultant will interview members of the community, elected officials, the City administrators, and members of the AAPD to determine the need for, structure of, and best practices model for a formal civilian board/commission to review police matters. The Consultant will also elect to conduct field observations of police operations.
- The Consultant will review the adequacy of existing processes for reporting and filing of complaints, including an evaluation of community desires for alternative and redundant processes outside of AAPD control for filing complaints.
- The Consultant will review AAPD's progress toward achieving CALEA accreditation and, in alignment with that process, adopting best practices and innovative approaches, including but not limited to practices contained within the Report of the *President's Task Force on 21<sup>st</sup> Century Policing* and consistency of AAPD's *Use of Force* policies with best practices.
- The Consultant will review AAPD's personnel management practices, including hiring, promotion, and disciplinary practices and provide recommendations on how those processes support recruitment and retention of a diverse workforce.
- The Consultant will focus on the current AAPD training practices on community engagement, with emphasis on the applicability of these practices to the interaction with the diverse members of the community and the human rights values of Ann Arbor, and make recommendations for changes to the training curricula, methods of delivery, and frequency of training. Particular attention should be paid to training surrounding the use of control and force, de-escalation, handling and processing of detainees and the mechanisms for determining when a person is "endangering the life of the officer or bystanders," implicit bias, cultural sensitivity, mental health, alcohol/drug abuse, and other forms of training for working with people from vulnerable or marginalized communities.
- The Consultant will provide a report containing, at a minimum, recommendations on areas requiring additional and/or more detailed review and the estimated cost and schedule parameters for each recommendation. The City will work with the Consultant to prioritize the recommendations and determine which measures will be incorporated into the City's FY18 budget request. The report will also provide a preliminary assessment on the culture and organizational climate within AAPD, including areas of high performance and areas of potential improvement. The Consultant will present its findings and recommendations to the Human Rights Commission and the City Council at public meetings.

The City believes gathering community input will provide critical information for both the Consultant and the greater Ann Arbor community and will also be pivotal in achieving the RFP's first objective, ***Building acceptance and trust of the process***. The techniques the Consultant employs should address potential difficulties that might arise in the following areas:

- Providing confidentiality for people giving feedback if they want it (or perhaps even to everyone). They believe that many people, particularly the most vulnerable members of the community, are likely to feel great hesitation about giving any feedback to the police.
- Getting the word out to a broad representative group of people, including the City's youth, who want to provide this feedback.
- Giving people a variety of options about how they can provide this feedback (small focus groups, town hall meeting, email, one-on-ones in people's homes, questionnaires, opportunities facilitated by church groups, opportunities for low income housing occupants, etc.).
- Collecting the right information – not only about the big incidents, but also those that happen in day-to-day interactions and feel disrespectful, but have become normalized.

This issue is important enough to the community that RFP respondents must include a plan to gather this information accurately and efficiently. The Consultant may propose training civilian volunteers from Ann Arbor to help carry out this task to make it more cost efficient. The Consultant's plan should also describe what will happen to the individually-submitted information and how it will be reported so that the community can be certain it understands the strengths and problem areas in the City's police-community relations, while taking care to protect those who provided the information.

### ***Phase 2 - Policy and Practice Review***

The City will work with the Consultant to determine which recommendations will be pursued for further study and investigation. Phase 2 will provide a more detailed assessment of Policy and Practice Review, and may address the following components:

- A review of police data to determine, insofar as possible, if disparities exist in interactions with discernable subsets of the community (including race, ethnicity, gender (including the LGBT population), mental health, alcohol and/or substance abuse, and age/educational status). Data may include records of citations, arrests, use of force, traffic stops, injuries and fatalities, training records, and other reasonably available sources. The review may also include an assessment of the reliability and efficiencies of the technology employed in the data collection and records management systems, and their uses and applications.
- Follow-up on specific instances and/or complaints to determine if there are procedural, practical or other barriers that serve to suppress or discourage the reporting of complaints.
- Follow-up on the status of CALEA accreditation and focused review of procedures, codes, and practices where the accreditation process may not be sufficient to address community values.



- Assess the adequacy of the current staffing status and equipment requirements, and make recommendations based upon best practices and peer city models.
- A review of demographics and comparison of incident data from “peer” cities, particularly “town and gown” communities of similar size, to understand how Ann Arbor compares and possibly identify causes, influencing factors, or communities that may offer learning opportunities.

In developing the recommendations for Phase 2, the Consultant will focus the assessment techniques to be used in exploring how police behave when interacting with the public and how AAPD policies are implemented in practice. In addition to interviews with AAPD officers and reviewing documents and audio and video records, the Consultant should seek to obtain community input on additional areas of investigation.

### ***Phase 3 – Follow-Up and Sustainment***

The audit report will include a proposed plan for implementation of recommendations (including schedules, resources, cost estimates, and measures of success); a progress review at the 18-month anniversary of the audit’s completion; and the mechanisms for recurring assessment of performance and review and integration of best practices. The Consultant will identify the tasks required and associated level of effort, proposed costs, schedule for completion, and the deliverables to be provided.

## **D. EXPERIENCE, PAST PERFORMANCE, AND ABILITY TO PERFORM THE WORK**

The City is seeking a broad and fair perspective on the issues facing the Ann Arbor community. In addition to providing examples of its experience and past performance on efforts of similar size, scope, and complexity (including project descriptions), the successful offeror will also demonstrate how it has provided balanced and unbiased approaches to its review. Teams consisting of personnel with both community policing and citizen-based backgrounds are desired.

The resumes of key individuals proposed to be involved will be provided, along with a matrix cross-referencing the individual experience to the examples of past performance provided. The Consultant will provide assurances of the availability of the key personnel to be dedicated to the Project.

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

### **A. PROPOSAL FORMAT**

Proposals will be provided in both hard copy and digital format. Hard copies will be printed on recycled paper. Digital copies will be provided as PDF documents. Documents will be delivered in a sealed envelope. Consultants will submit their proposals in the form of a work plan. While the City is not providing a standard format or imposing a page limitation on the proposal, it will view the overall presentation as an indicator of the Consultant's ability to communicate in a clear, concise, and effective manner and must address the following:

- Professional Qualifications
- Past Performance on Projects of Similar Size, Scope, and Complexity
- Proposed Work Plan
- Fee Proposal (included in a separate sealed envelope clearly marked "Fee Proposal")
- Names of the Authorized Negotiator
- Required Attachments

The City expects that the work plan will include a background section and objective statement; provide examples of past experience and identify key staff; and provide a scope and schedule of deliverables for each task.

The overall fee proposal will also be presented in a separate schedule of values that will facilitate payment. Costs will include level of effort, direct and indirect (overhead rates), and other direct costs (travel, materials, sub-consultants, et al) detailed by task.

Offerors must clearly identify items that they consider to be confidential business information and exempt from disclosure under the applicable sections of the Michigan Freedom of Information Act and other relevant laws.

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision. Proposals will include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

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

### **B. EVALUATION CRITERIA**

Written proposals will be evaluated on a "best qualified" basis in accordance with the following weighted factors:

- Past Performance and Experience of Key Personnel (30%)
- Understanding of the Community and Audit Objectives (30%)
- Effectiveness of the Work Plan in Addressing Community Concerns (30%)
- Cost and Schedule (10%)

The City may request interview sessions with the most qualified offerors, including presentations and question-and-answer sessions with the Human Rights Commission. The City will reimburse direct costs for travel up to \$1,500 should an on-site interview be required. Reimbursement will be made in accordance with City standards for business travel.

### **C. PROPOSAL EVALUATION**

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 reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the Consultants.

The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.

The interview must include the project team members expected to complete a majority of work on the project. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the Consultant, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.

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

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

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

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

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

## **SECTION IV – ATTACHMENTS**

Attachment A – Sample Professional Services Agreement

Attachment B - Legal Status of Respondent

Attachment C – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D – Living Wage Declaration of Compliance Form

Attachment E – Vendor Conflict of Interest Disclosure Form

Attachment F – Non-Discrimination Ordinance Poster

Attachment G – Living Wage Ordinance Poster

**ATTACHMENT A: SAMPLE PROFESSIONAL SERVICES AGREEMENT**

*If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:*

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**AND THE CITY OF ANN ARBOR**  
**FOR \_\_\_\_\_**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and \_\_\_\_\_

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

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

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

**I. DEFINITIONS**

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

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

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

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

**II. DURATION**

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

**III. SERVICES**

A. The Contractor agrees to provide \_\_\_\_\_  
type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the

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

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

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

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

#### **V. 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.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain 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 act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them

directly or indirectly. 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 satisfactory to the City demonstrating it has obtained the policies and endorsements 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, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of 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. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.

- B. The Contractor warrants that it has all the skills, experience, and 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.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

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

**X. ASSIGNMENT**

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

**XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.



- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

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

## **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 CONTRACTOR, it shall be addressed and sent to:

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

City of Ann Arbor

\_\_\_\_\_  
(insert name of Administering Service Area Administrator)

301 E. Huron St.  
Ann Arbor, Michigan 48103

#### **XIV. CHOICE OF LAW AND FORUM**

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

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in

the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. 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 Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor 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.

## **XV. CONFLICTS OF INTEREST OR REPRESENTATION**

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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **XVII. SEVERABILITY OF PROVISIONS**

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

## **XVIII. EXTENT OF AGREEMENT**

This Agreement, together 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

**FOR CONTRACTOR**

By \_\_\_\_\_

Type Name

Its

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

Christopher Taylor, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_

Howard S. Lazarus, City Administrator

**Approved as to form and content**

\_\_\_\_\_

Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

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

**EXHIBIT B  
COMPENSATION**

General

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

(insert/Attach Negotiated Fee Arrangement)

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or 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 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 which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:
    - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
    - \$2,000,000 Per Job General Aggregate
    - \$1,000,000 Personal and Advertising Injury
  4. 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. 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.
  5. 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.3 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
  
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 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. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



**ATTACHMENT B  
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

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

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

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

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

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

Email \_\_\_\_\_

**ATTACHMENT C  
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

**Non-Discrimination Ordinance**

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

---

Company Name

---

Signature of Authorized Representative Date

---

Print Name and Title

---

Address, City, State, Zip

---

Phone/Email address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500

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

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

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

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.93/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.43/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

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

- [ ] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- [ ] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

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

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

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

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

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

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

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



**ATTACHMENT E**

**VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

<b>Conflict of Interest Disclosure*</b>	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

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

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>

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

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

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

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

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

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

**Complaint Procedure:** If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

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

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

## ATTACHMENT G

### CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017**

**\$12.93 per hour**

If the employer provides health care benefits\*

**\$14.43 per hour**

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

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

## ENFORCEMENT

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

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

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

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

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