

# REQUEST FOR PROPOSAL RFP 863

ORGANIZATIONAL STRATEGIC PLANNING PROFESSIONAL SERVICES



Proposal Due Date: July 12, 2013 by 10:00 A.M.

Issued By:

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

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## **SECTION 1 INSTRUCTIONS FOR RESPONDENTS**

### **A. OBJECTIVE**

The City of Ann Arbor (City) invites proposals to perform professional services in the capacity of independent consultant to assist and support City staff in the development of an Organizational Strategic Plan to guide the City of Ann Arbor to “*Be the Best City in America*”.

### **B. PRE-PROPOSAL MEETING**

A pre-proposal meeting for this RFP will not be held. All questions regarding the proposal process or the technical content of the RFP shall be directed to the referenced individuals below.

### **C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS**

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

All questions shall be submitted on, or before July 2, 2013 by 4 p.m. and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Sara Higgins, Assistant to the City Administrator at [shiggins@a2gov.org](mailto:shiggins@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, the Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to [klancaster@a2gov.org](mailto:klancaster@a2gov.org).

All requests for clarification are due on or before July 2, 2013 at 4 p.m.

### **D. ADDENDA**

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info).

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

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

## **E. PROPOSAL TERMS AND REQUIREMENTS**

To be considered, each respondent must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the respondent. Respondents must submit four (4) copies of the Proposal including the Fee Proposal in the manner specified in Section F below. Fees other than those stated in the Fee Proposal will not be allowed unless authorized by contract. The proposal must be signed in ink by an official authorized to bind the respondent to its provisions for at least a period of one hundred twenty (120) days from the due date of this RFP. All envelopes for the Proposal and separate fee proposals must be clearly marked "City of Ann Arbor – Organizational Strategic Planning Professional Services RFP 863". Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of the award.

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 10 pages, with material on two sides of each page. Proposals should not include any plastic covers, binders, or other non-recyclable materials. Each person signing the Proposal certifies that he/she is the person in the Contractor's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

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.

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.

## **F. PROPOSAL SUBMISSION**

All Proposals are due and must be delivered to the City Procurement Unit on or before July 12 at 10 A.M. (**local time**). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and (3) three additional Proposal copies in a sealed envelope and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within the Respondent's sealed proposal.

Proposal submitted must be clearly marked: **RFP 863 Organizational Strategic Planning Professional Services and then 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.

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

The City may request interviews with selected Respondents. If the City elects to interview Respondents, the selected respondent will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. If an interview is conducted, it is essential that the respondent's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview. Presentations at public meetings may be required.

Interviews will be held the week of July 29, 2013 . Respondents are required to be available for interviews if requested.

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

**H. AWARD**

The contract period for the successful respondent will be an estimated 12-18 month project from date of award. The contract may be renewed for additional terms upon satisfactory performance by the selected respondent and at a negotiated rate agreed to in writing by both the agent/firm and the City of Ann Arbor. Alternate contract periods may be considered.

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the firms/broker submitting an RFP, or to cancel all or part of this RFP.

**I. TYPE OF CONTRACT**

The City intends to enter into a professional services agreement with the selected respondent. A sample of the standard Professional Services Agreement (PSA) is attached. Those who wish to submit a proposal to the City are required to carefully

review the Professional Services Agreement. **The City will not entertain changes to the general terms of the standard Professional Services Agreement.**

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

**J. COST LIABILITY**

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

**K. SCHEDULE**

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

<b>Activity/Event</b>	<b>Anticipated Date</b>
Questions/Clarifications Deadline	July 2
Proposal Due Date	July 12
Tentative Award	August 19
Contract Execution	August 26

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

**L. 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.

**M. LIVING WAGE**

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

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

**N. AWARD PROTESTS**

All Proposal 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 Respondent to the Purchasing Agent. The Purchasing Agent will provide the Respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

**O. RESERVATION OF RIGHTS**

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

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

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



## SECTION II

### **BACKGROUND AND SCOPE OF SERVICES**

#### **BACKGROUND**

Ann Arbor has 114,000 residents, spans 27.7 square miles, and is frequently recognized as a foremost place to live, learn, work, thrive and visit. The city's mission statement reads:

*The City of Ann Arbor is committed to providing excellent municipal services that enhance the quality of life for all through the intelligent use of resources while valuing an open environment that fosters fair, sensitive and respectful treatment of all employees and the community we serve.*

The City of Ann Arbor municipal organization experienced several leadership changes during the last 18 months. New staff in key leadership positions include the City Administrator, Police and Fire Chief, Public Services Area Administrator and Housing Commission Manager. The City's administrative leadership recognizes that a clear vision and mission are key elements in developing a unified organization that can provide top quality service to the community. The City wishes to collaborate with staff to develop an organizational strategic plan with the goals of (1) providing a shared organizational vision and mission, (2) identifying core competencies and (3) fostering a strong and cohesive staff culture.

#### **SCOPE OF SERVICES**

The City is seeking the services of a consultant with expertise in group facilitation and training. The consultant will be required to provide professional consulting services to assist in defining the scope and reach of the City's Strategic Plan through group facilitation and consensus-building. The Organizational Strategic Planning Team consists of approximately fifteen staff members whose mission is "To Support the City of Ann Arbor's overall mission by influencing City Culture through positive change". The Organizational Strategic Planning Team currently meets monthly.

The City will require the professional consultant to have experience in strategic planning and organizational effectiveness. Experience with local government agencies is required and recent experience in a municipality is preferred.

The professional consultant for the Strategic Planning Team would be expected to attend and facilitate the Strategic Planning Team's meetings and provide guidance around best practices regarding strategic planning. The consultant will deliver advice and guidance around the process to identify the organization's core values and behaviors leading to the development of an organizational strategic plan that emphasizes engagement and alignment across the City organization. The consultant will assist the team with developing an action plan, strategies, and techniques for involving City staff in the development of the organizational strategic plan. The

consultant will assist the team with strategies and techniques for how operational action plans and service delivery improvements can flow from the organizational strategic plan.

The scope of services may include, but is not limited to: professional consulting, group facilitation and advisement for the following:

- Assessment of the Organizational Culture (Referencing the City's existing Mission Statement, Guiding Principles and Goals)
- Organizational Strategic Plan development
- Organizational Strategic Plan communication and implementation, including change management

Respondents are encouraged to include any additional services above and beyond the listed scope items.

The City is committed to the organizational strategic plan initiative and is flexible on process design and format. The team will have dedicated time available to keep the process moving. It is anticipated that the proposed work plan will cover a period of not less than 12 months, and no more than 18 months.

**SECTION III  
EVALUATION CRITERIA  
MINIMUM REQUIREMENTS**

A selection committee will evaluate proposals received. During the evaluation process, the Committee and the City of Ann Arbor has the right to request additional information or clarification from those responding to this RFP.

**Evaluation Criteria**

All proposals deemed responsive by the Committee will be evaluated using the following criteria (listed in no particular order of importance or value of rating).

	Points
Professional Qualifications	25
Past Involvement with Similar Projects and References	20
<u>Project Specific Approach &amp; Work Plan</u>	40
Fees	15

The Selection Committee will evaluate each proposal by the above described criteria and point system to select a short list of firms for further consideration. Fee proposals will be opened only for short- listed firms.

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

At its option, the Committee then will schedule the interviews with the selected respondents. The selected respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work.

The respondents interviewed will then be re-evaluated by the above criteria, and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected respondent may be pursued leading to the award of a contract if suitable proposals are received.

The City also reserves the right to waive the interview process and evaluate respondents based on their proposals and fee schedules alone.

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

The objective of the Selection Committee's review is to evaluate and substantiate how the proposal meets the requirements of the City and to rank the proposals from least qualified to the most qualified in meeting the City's needs for the desired services.

### **Minimum Required Information**

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects & References
- C. Project Specific Approach & Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Appendices

### **Professional Qualifications**

**Points 25**

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

### **Past Involvement with Similar Projects & References**

**Points 20**

The written proposal must include a list of specific experience in group facilitation and training and indicate proven ability in implementing similar projects by the respondent **and** the individuals to be involved in the project. A list of three (3) client references must be provided

for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.

### **Project Specific Approach & Work Plan**

**Points 40**

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

1. The work plan shall specifically address each of the following areas: (1) group facilitation, (2) municipal strategic planning, (3) change management and (4) leadership coaching
2. The work plan must identify information the Respondent will need from City staff in order to complete the project. Include estimated time and resource commitment from City staff.
3. The work plan shall include any other information that the Respondent believes to be pertinent but not specifically asked for elsewhere.
4. The work plan should include proposed steps, if any, to expedite completion of the project. This will be given due consideration during evaluation of proposals.

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

### **Fee Proposal**

**Points 15**

Fee quotations shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, and any other details, including hours of effort for each team member by task, and sub-task, by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Respondents shall be capable of justifying the details of the fee proposal relative to personnel costs, material and time.

The fee proposed must include the total estimated cost for the project when it is 100% complete. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the required City/Consultant Professional Services Agreement form is included as Attachment A in this RFP.

After initial evaluation, the City will determine top respondents, and open only those fee proposals.

### **Authorized Negotiator**

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

### **Appendices**

Living Wage Compliance form and the Contract Compliance forms must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

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**ATTACHMENT A – SAMPLE CONTRACT**

**AGREEMENT BETWEEN**

\_\_\_\_\_

**AND THE CITY OF ANN ARBOR**

**FOR PROFESSIONAL SERVICES**

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

\_\_\_\_\_

("Consultant") a(n) \_\_\_\_\_

(State where organized)

(Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_

agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**I. DEFINITIONS**

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

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

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

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

**II. DURATION**

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

### III. SERVICES

- A. The Consultant agrees to provide professional \_\_\_\_\_  
(type of service)  
services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

### IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \_\_\_\_\_.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.



- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

## **V. INSURANCE/INDEMNIFICATION**

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

## **VI. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

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

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

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

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

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against

the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.

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

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

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

#### **X. ASSIGNMENT**

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

- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**XI. NOTICE**

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

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

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

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

City of Ann Arbor  
301 E. Huron  
Ann Arbor, Michigan 48107  
Attn:

**XII. CHOICE OF LAW**

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

### **XIII. OWNERSHIP OF DOCUMENTS**

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

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

### **XIV. CONFLICT OF INTEREST**

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

### **XV. SEVERABILITY OF PROVISIONS**

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

**XVI. EXTENT OF AGREEMENT**

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

**FOR CONSULTANT**

By \_\_\_\_\_

Its

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_

John Hieftje, Mayor

By \_\_\_\_\_

Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_

Steven D. Powers, City Administrator

**Approved as to Form and Content**

\_\_\_\_\_

Stephen K. Postema, City Attorney

## **SAMPLE AGREEMENT EXHIBITS**

### EXHIBIT A

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

### EXHIBIT B

(negotiated compensation based on accepted terms of Proposal)

### EXHIBIT C

## **INSURANCE REQUIREMENTS**

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

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

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

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

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

Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

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

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under V.A 2 and V.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of



insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

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

**Form #1**

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

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

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

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

**EMPLOYMENT DATA**

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

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

**EMPLOYMENT DATA**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Phone (area code)

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

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date signed

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

**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 D - FEE PROPOSAL FORM**

**Respondents Name** \_\_\_\_\_

**Fee Proposal**

**Additional Services and Pricing** – list any additional services offered that are not included in scope of work. Pricing must accompany any additional services.

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**Negotiator** - Name and phone number of person(s) in the organization authorized to negotiate on behalf of your organization \_\_\_\_\_ .  
Name Phone Number

**Exceptions** - Respondent exceptions must be listed below to be considered. It is at the City's discretion to approve any or all exceptions listed below.

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

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Authorized Signature	Title of Authorized Signature	Date
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Printed Signature	Email Address for Award Notice
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