

**REQUEST FOR PROPOSAL  
RFP 858**

**Enterprise Calendaring System for [www.a2gov.org](http://www.a2gov.org)**



**Proposal Due Date: Friday, May 17<sup>th</sup> 2013 by 10:00 AM**

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

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## SECTION I – INSTRUCTIONS TO RESPONDENTS

### A. OBJECTIVE

The purpose of this RFP is to request firms present their qualifications and capabilities to provide an Enterprise Calendaring System for the City of Ann Arbor. It is the intent of the City to contract with a respondent that provides a quality Calendaring System for City of Ann Arbor.

### B. PRE-PROPOSAL MEETING

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

### C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

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

All questions must be submitted on or before Monday, May 13<sup>th</sup>, 2013 by 5:00 P.M. and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Madhuri Raju,  
Applications Delivery Manager-Enterprise Systems, ITSU at [MRaju@a2gov.org](mailto:MRaju@a2gov.org).

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

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein. The Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to [klancaster@a2gov.org](mailto:klancaster@a2gov.org).

All requests for Clarification are due on or before Monday, May 13th, 2013 by 5:00 P.M.

### D. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and the City of Ann Arbor web site [www.a2gov.org](http://www.a2gov.org) for all parties to download.

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

Each Respondent must in its RFP, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Respondent to receive, or

acknowledge receipt of; any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof.

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

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

The City reserves the right to reject any and all proposals, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the City to be in the best interest of the City. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

Proposals must be signed in ink by an official authorized to bind the Respondent to its provisions for at least a period of one hundred twenty (120) days from the due date of this RFP. Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of any award.

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

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. The total submittal shall not be more than 20 pages, with material on two sides of each page. Proposals should not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a separate sealed envelope at the same time. All envelopes for technical proposal and separate fee proposals must be clearly marked "**City of Ann Arbor RFP #858 Enterprise Calendaring System for [www.a2gov.org](http://www.a2gov.org)**"

To be considered, each Respondent must submit a response to this RFP using the format provided in Section IV. No other distribution of proposals is to be made by the submitter. Respondents must submit 2 copies of the Proposal fees in a separate sealed envelope. Price Quotations stated in the Fee Proposal will not be subject to any price increase from the date on which the proposal is opened by the City to the mutually agreed to date of the contract. Fees other than those stated in the Fee Proposal will not be allowed unless authorized by contract.

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

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

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

## **E. PROPOSAL SUBMISSION**

All Proposals are due and must be delivered to the City Procurement Unit on or before Friday, May 17th, 2013 **by 10:00 A.M. (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and four (4) additional Proposal copies and 1 electronic copy on DVD+R disc. Two (2) copies of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondents sealed proposal. Proposal submitted must be clearly marked: **RFP No. 858 Enterprise Calendaring System for [www.a2gov.org](http://www.a2gov.org) 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.**

## **F. 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. The fee proposal will only be opened for the top scored respondents. After initial evaluation, the City will determine which, if any, respondents will be interviewed. During the interviews, the selected company will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview key personnel assigned by the respondents selected for interview to this project.

**G. INTERVIEW**

The City has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

If the City chooses to interview any respondents, the interviews will be held the week of Week of May 20<sup>th</sup>, 2013. Respondents selected for interview will be expected to be available that week.

**H. TYPE OF CONTRACT**

A sample of the standard Professional Services Agreement (PSA) is included in Section IV. Those who wish to submit a proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the insurance requirements under a City contract are listed in Exhibit C of the sample Professional Services Agreement. **The City will not entertain changes to the standard Professional Services Agreement.**

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

**I. COST LIABILITY**

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

**J. SCHEDULE**

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

<b>Activity/Event</b>	<b>Anticipated Date</b>
Proposal Due Date and Bid Opening	May 17 <sup>th</sup> , 2013
Interview (as needed)	Week of May 20 <sup>th</sup> , 2013
Tentative Award	May 31 <sup>st</sup> , 2013

City Council Authorization	June 17 <sup>th</sup> , 2013
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Note: The above schedule is for information purposes only, and is subject to change at the City's discretion.

**K. AWARD PROTEST**

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

**L. 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.

**M. SUBCONTRACTORS**

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The selected Respondent shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Ann Arbor for such acts or omissions.

**N. 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 vendor will have 24 hours from the City's request to return completed forms.

**O. 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, Appendix C.

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

**P. INDEPENDENT FEE DETERMINATION**

1. By submission of a proposal, the respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal respondent or with any competitor.
  - b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other prospective respondent or to any competitor.
  - c) No attempt has been made or shall be made by the proposal respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  - d) Each person signing the proposal certifies that she or he is the person in the proposal respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the respondent furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

**Q. RESERVATION OF RIGHTS**

1. The City of Ann Arbor reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.
2. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.



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

## SECTION II -BACKGROUND AND SCOPE OF WORK

### A. BACKGROUND

Effective viewing of calendars, events and news communications is vital to the successful administration of the City of Ann Arbor. Today, City-wide calendaring is a decentralized process with no clear business owner, no consistent business processes and this results in events being rendered in more than one calendar on the City's website events not being updated at all. This inconsistency leads to confusion for our staff, citizens, and other event stakeholders.

The City of Ann Arbor's Information Technology Service Unit, in response to various enterprise calendaring difficulties and emerging needs, is seeking an Enterprise Events and Calendaring Management system that can provide a seamless, consistent and timely way to inform Ann Arbor citizens about date sensitive news and events. City departments, boards and commissions, and citizen-run event managers are currently not able to put all news and events about their operations online in a way that makes them consistently and conveniently available to the public.

Additionally, the City is embarking on a website re-engineering project that hinges on the re-architecture of the underlying information supporting the City's web presence. One critical requirement emerging from this project is the need for the City's website to present event and program information in a meaningful and coherent way to specific audiences via filtering and syndication.

The type of system that can provide the above mentioned services is called an Enterprise Events and Calendaring Management system.

Key requirements from such a system include (but not limited to):

- Creation, storage and management of City events which can be aggregated and surfaced in a way that allows web presentation of these filtered views of calendaring information.
- Ability to be posted in multiple repositories on the City's website. This causes the constituent to look in multiple locations to find information.
- Allow the events to be presented in a hierarchy, searchable by different departments,
- Ability to provide departments to release date sensitive information via GovDelivery ([www.govdelivery.com](http://www.govdelivery.com)).
- Ability to allow Departments to post date sensitive information that they are statutorily responsible to post. This information needs to be visible from a top level A2gov.org Web Calendar.
- Ability for news releases to be proactively managed from creation to posting and through archival.
- Unify government event information currently existing in disparate sources such as Google Calendar, Outlook, SharePoint etc. to a centralized calendar, dramatically simplifying event planning and administration for all stakeholders
- Import and aggregate event data regardless of source;
- Syndicate event information to email, mobile devices, websites and social media; and
- Be configurable and, reflect the colors, fonts and branding of the City and its

subsidiary agencies (AATA (Ann Arbor Transportation Authority) & DDA(Downtown Development Authority)).

- Allow export of event and registration data to third-party applications or enterprise platforms, like SharePoint.

## **B. SPECIFICATIONS**

As an effort to provide citizens better insight into the undertaking of the City of Ann Arbor a committee of interested representatives is soliciting proposals to provide online calendar to be used for listing date sensitive activities that pertain to the of Ann Arbor. Once installed, the calendar will be provided at no cost to the constituent.

Based on research and observations of other calendaring systems, it has been determined that the City of Ann Arbor will pursue a calendar from a third party. Requirements for the calendar have been modeled after existing functionality of the current online calendars and industry standards seen across researched calendaring systems in other government entities. In response to this RFP, each proposal response should be entered into the Technical Requirements Response Form, Exhibit B

## **SECTION III -EVALUATION CRITERIA**

### **Proposal Evaluation**

The Selection Committee will evaluate each proposal by the criteria described below based on the point system of 100 points

<b>Professional Qualifications</b>	<b>Points 15</b>
<b>Technical Proposal Response</b>	<b>Points 35</b>
<b>Accessibility Compliance Response</b>	<b>Points 10</b>
<b>Proposed Work Plan</b>	<b>Points 20</b>
<b>Fee Proposal</b>	<b>Points 20</b>

During the initial evaluation period, the fee proposals will not be reviewed. 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.

After the initial evaluation based on the above point system, less the Fee Proposal, the City will open only those fee proposals of the respondents judged to be most qualified. The City will then determine which, if any, respondents will be interviewed. 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.

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 on the project, but no more than 6 members total; one of which must be the individual who will serve as Project Manager if the respondent is selected. The selected respondents shall be required to provide:

- Presentations of their proposals to the Selection Committee
- An end to end demonstration of their proposed system.

The interview shall consist of a presentation of not more than 2 hours followed by questions and answers.

The City reserves the right to conduct site visits in connection with the demonstration of a proposed system.

Following such presentations, including any site visits conducted, the proposals of the Respondents interviewed, may be re-evaluated and adjustments to scoring will be made as appropriate.

Respondent proposals could be further negotiated with the selected respondents before leading to the award of a contract, if suitable proposals are received.

## SECTION IV - MINIMUM INFORMATION REQUIRED

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

- 1 electronic copy in DVD+R disc format and 5 printed copies of Proposal
- 2 copies of the FEE PROPOSAL in a separate sealed envelope labeled FEE PROPOSAL

Respondents should organize proposals into the following Sections:

A. Respondent Information

- Complete and submit the Information Sheet (Attachment A).
  - Include the name, phone number and email address of person(s) in your organization authorized to negotiate Scope of Work with the City.
- Provide copies of marketing collateral/glossies – information limited to 10 pages

B. Technical Requirements Questionnaire

- Download (separate file), complete and submit MS Excel Spreadsheet (all tabs) (Attachment B)

C. Accessibility Compliance Questionnaire

- Download (separate file), complete and submit MS Excel Spreadsheet (all tabs) (Attachment C)

D. Work Plan

E. Fee Proposal (in a separate sealed envelope clearly marked Fee Proposal)

F. Appendices

- Complete and submit Living Wage Declaration form
- Complete and submit Contract Compliance forms

Attachment A: Respondent Information Form

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

Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

1. Company Established: Years in Business: \_\_\_\_\_

2. Business Structure ( ) Partnership ( ) Corporation ( ) Sole Proprietor

3. Number of years in business as current company named above? \_\_\_\_\_

4. Largest single contract this company has held \$ \_\_\_\_\_

5. Annual gross income for last three (3) years:

2012 \_\_\_\_\_ 2011 \_\_\_\_\_ 2010 \_\_\_\_\_

6. How many public sector units are using or have used your services within the last three (3) years. \_\_\_\_\_.

7. In addition to the client list you must provide at least four (4) references for companies you have provided the same service as in RFP.

Company Name	Contact Name	Phone Number	Scope of Service

Company Name	Contact Name	Phone Number	Scope of Service

Company Name	Contact Name	Phone Number	Scope of Service

Company Name	Contact Name	Phone Number	Scope of Service

## ATTACHMENT B: TECHNICAL PROPOSAL

Download the “Technical Proposal” questionnaire (Excel Spreadsheet) and complete all the tabs on it.

## ATTACHMENT C: ACCESSIBILITY COMPLIANCE

Download the “Accessibility Compliance” questionnaire (Excel Spreadsheet) and complete the all the tabs on it.

## ATTACHMENT D: WORK PLAN

Respondent must provide a work plan consisting of Project broken down by **Milestones and Tasks** with Environment, **ETA**, **appropriate resource assignments** and other **supporting comments (if any)**. Below is a sample work plan that is to only serve as an example. Respondent specific work plan could be created either using this template or otherwise, however, needs to have the required information in bold (above).

<b>Enterprise Calendaring</b>				
<b>Task</b>	<b>Environment</b>	<b>ETA</b>	<b>Assigned</b>	<b>Comments</b>
<b>&lt;Name of Milestone1&gt;</b>				
Task 1	Test	2 weeks	Project Manager	1 PM 10 hours/week
Task 2	Test	3 weeks	Architect	2 architects 30 hours/week
Task 3	Test	4 weeks	Developer	...
Task 4	Prod	5 weeks	Developer	...
Task 5	Prod	6 weeks	Developer	...
Task 6	Prod	7 weeks	Developer	...
Task 7	Prod	8 weeks	Developer	...
Task 8	Test/Prod	9 weeks	Developer	...
<b>&lt;Name of Milestone2&gt;</b>				
Task 1	Test	2 weeks	Project Manager	1 PM 10 hours/week
Task 2	Test	3 weeks	Architect	2 architects 30 hours/week
Task 3	Test	4 weeks	Developer	...
Task 4	Prod	5 weeks	Developer	...
Task 5	Prod	6 weeks	Developer	...
Task 6	Prod	7 weeks	Developer	...
Task 7	Prod	8 weeks	Developer	...
Task 8	Test/Prod	9 weeks	Developer	...



ATTACHMENT E: FEE PROPOSAL FORM

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

**Fee Proposal** - Pricing shall be submitted in level packages as specified in scope of work.

	<b>Level 1 Software, maintenance and support with professional service</b>	<b>Level 2 Software and support – no service</b>	<b>Level 3 Software with support, services and hosting</b>
Year One (1)			
Year Two (2)			
Year Three (3)			
Year Four (4) - Extension			
Year Five (5) - Extension			

Pricing shall remain firm for the duration of the contract.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Negotiator** - Name and phone number of person(s) in the organization authorized to negotiate

on behalf of your organization \_\_\_\_\_ .

Name Phone Number

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

\_\_\_\_\_

\_\_\_\_\_

**Certification** - As an awarded contract, the above bidder agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, instruction to bidders, 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 Vendor.

\_\_\_\_\_  
Authorized Signature Title of Authorized Signature Date

\_\_\_\_\_  
Printed Signature Email Address for Award Notice

## APPENDIX A - LIVING WAGE REQUIREMENTS

### 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)**

**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 \$12.52.17/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 2012.

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

**Questions about this form? Please contact: Procurement Office: 734/794-6500**

**APPENDIX B –  
ANN ARBOR CITY CODE FAIR EMPLOYMENT PRACTICE**

The consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

**9:161 NONDISCRIMINATION BY CITY VENDORS**

- (1) All vendors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All vendors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City vendors shall take affirmative action to insure 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 race, national origin or sex.
- (2) Each prospective vendor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the vendor's labor recruitment area, i.e., the area from which the vendor can reasonably be expected to recruit, said vendor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other vendors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the vendor's labor recruitment area. In the case of construction vendors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction vendors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, vendors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the vendor agrees, in addition to any other applicable Federal or State labor laws:
  - (a) To set goals, in conference with the Human Resources Director, for each

job category or division of the work force used in the completion of the City work;

- (b) To provide periodic reports concerning the progress the vendor has made in meeting the affirmative action goals it has agreed to;
  - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each vendor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of vendors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
  - (b) Declare the vendor ineligible for the award of any future contracts with the City for a specified length of time;
  - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
  - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the vendor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

## APPENDIX C - INSTRUCTIONS FOR CONTRACTORS FOR COMPLETING CONTRACT COMPLIANCE FORM

### City Policy

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

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

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

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

**For assistance in completing the form, contact:**  
Procurement Office of the City of Ann Arbor  
734/794-6500

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

**Form #1**

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

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

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

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

**EMPLOYMENT DATA**

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

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

Form #2

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

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

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

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

**EMPLOYMENT DATA**

Job Categories	Number of Employees (Report employees in only one category)													
	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														
TOTAL														
PREVIOUS YEAR TOTAL														



**APPENDIX D – SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**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 E Huron Avenue, Ann Arbor, Michigan 48103 ("City"), and \_\_\_\_\_

\_\_\_\_\_ ("Consultant") a(n) \_\_\_\_\_  
\_\_\_\_\_ (State where organized) \_\_\_\_\_ (Partnership, Sole Proprietorship, or Corporation)  
with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**I. DEFINITIONS**

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

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

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

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

**II. DURATION**

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

**III. SERVICES**

- A. The Consultant agrees to provide professional 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 Consultant shall provide to the City, before commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of 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) and specified in Exhibit D; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VII. 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 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 St., POB 8647  
Ann Arbor, Michigan 48107  
Attn:

## **XII. CHOICE OF LAW**

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

## **XIII. 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**

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Type name

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

Its \_\_\_\_\_

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

**Approved as to substance**

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

\_\_\_\_\_  
Services Area 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).

A. The certificates of insurance shall meet the following minimum requirements.

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

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

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

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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.



4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under .A 2 and .A.3 above of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
  - C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.