



**ANN ARBOR HOUSING COMMISSION  
AUDIT SERVICES RFP-727  
DUE: March 10, 2009 at 3:00 PM**

February 3, 2009

Ladies and Gentlemen:

Pursuant to 24 CFR Part 965.302, public housing authorities must complete an energy audit for each PHA-owned project under management. Said energy audit must be equivalent to State standards for energy audits, and shall analyze all of the energy conservation measures and the payback period for these measures, pertinent to the type of buildings and equipment operated by the housing authority.

The Ann Arbor Housing Commission is seeking proposals from qualified contractors to conduct an Energy Audit, per the requirements of 24 CFR Part 965.302 on the 17 properties (covered under our 2 HUD projects). Attached for purposes of calculating cost estimate is a list of all Ann Arbor Housing Commission properties, their date and type of construction, number of units and bedroom sizes.

Sincerely,

Elizabeth A. Lindsley, Executive Director  
Ann Arbor Housing Commission

## **I. SCOPE OF WORK**

Provide the Ann Arbor Housing Commission, Energy Audit Services for 361 housing units at 17 physical locations.

Energy Audit Standards

- A. Energy audit must be performed in accordance with HUD regulation 24 CFR 965 Sub Part C – Energy Conservation Measures.
- B. Project must be under the direct supervision of a licensed professional engineer and/or Certified Energy Manager.
- C. Successful firm must have recent experience with energy audits for Housing Authorities

## **II. SERVICES TO INCLUDE**

Cursory Energy Audit to meet the minimum requirements for HUD compliance including:

- 1. Inventory of all energy and water using equipment.  
*Field survey of residential units, common areas, office areas and mechanical equipment rooms to document all utility related equipment*
- 2. Inspection of building envelope characteristics and conditions  
*Check insulation valves in existing construction. Inspect the condition of the structure including walls, windows, doors, roof and insulation.*
- 3. Recommend energy saving opportunities  
*Based on the information gathered in the field, the housing authority's utility rates (must be provided by the housing authority), and engineering analysis, indentify opportunities to save energy and provide probable construction costs, projected energy/utility savings, and simple payback analysis.*

## **III. DELIVERABLES**

Upon completion of the audit, the firm shall provide three (3) copies of the energy audit. Each copy shall be bound in a 3 ring binder.

- A. The City of Ann Arbor uses MITN (Michigan Inter-Government Trade Network) as a tool to communicate to vendors what the City is searching for in regard to a specific bid or proposal.
- B. Mailing a bid or proposal document is done by request only and at the expense of the requesting party. The documents may also be available for pickup at the Procurement Unit, 100 N. Fifth Ave., Ann Arbor 48104.

## **IV. SCHEDULING**

- A. The contract shall start no later than May 1, 2009, and completed within thirty (30) days.

- B. Firm shall provide required manpower to complete the analysis in a timely manner. The Ann Arbor Housing Commission and Firm will mutually agree on a satisfactory time schedule.

**IV. PRICING**

Firm to submit a lump sum fee for completing the above scope of services.

**V. LOCATIONS**

The Ann Arbor Housing Commission will furnish all location and quantity information required for the purpose of completing this proposal. See attached property profile details (Exhibit A and Exhibit B).

**VI. CONTRACT OFFICER**

- A. If there are any questions concerning this RFP, please place your request in writing attention:

**Weneshia Brand, Management Assistant**  
**727 Miller Avenue**  
**Ann Arbor, Mi 48103**  
**Email: [wrbrand@a2gov.org](mailto:wrbrand@a2gov.org)**  
**Facsimile: 734-996-3018**  
**Phone: 734-794-6720 x.47203**

- B. Addendums will be issued at least five (5) working days before the deadline date for submission of this proposal.
- C. Inquiries will be accepted up to seven (7) working days before the deadline date for submission of the proposal.

**VII. SUBMISSION REQUIREMENTS - The following must be summated in response to this proposal.**

- A. Firm Background/Year in Business and Person(s) conducting audit.
- B. Previous Experience with Energy Audits.
- C. Anticipated Key Project Personnel Resumes.
- D. References for 3 recent Energy Audits completed in the past year.
- E. Pricing/Cost estimate to conduct Energy Audit on AAHC properties.
- F. Proof of Professional Liability insurance.

## **VIII. SELECTION CRITERIA**

- A. Firm history, experience on similar projects (45 points)
- B. Experience of firm's project personnel on similar projects (35 points)
- C. Cost (5 points)
- D. References (15 points)

## **IX. SUBMISSION SCHEDULE**

Proposals are to be submitted in sealed envelopes, clearly marked with the proposal number. The fee proposal should be submitted in a separate sealed envelope. The fee envelopes are opened only after other ratings have been completed so as not to influence the rating process. Proposals must be submitted in duplicates by Tuesday, March 10, 2009 at 3:00 PM to:

**Procurement Office, City of Ann Arbor  
100 N. Fifth Ave., 5th Floor  
Ann Arbor, MI 48104  
ATTN: Dee Lumpkin, Procurement Assistant**

## **X. RIGHT TO REJECT**

The AAHC reserves the right to reject any and all proposals submitted and or to request additional information. Contract award will be made to independent auditor who is determined to be best qualified to do the audit.

## **XI. COMPLIANCE REQUIREMENTS**

*Nondiscrimination.* The Consultant 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 and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, see attached.

*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. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached.

## **XII. INSURANCE/INDEMNIFICATION**

The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, 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. The following insurance policies are required:

Professional Liability Insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.

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

Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The Ann Arbor Housing Commission 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                                                                   |

Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The Ann Arbor Housing Commission 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.

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.

Insurance required under V.A.3 and V.A.4 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.

In the case of all contracts involving on-site work, the Consultant shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the Ann Arbor Housing Commission. 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 Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

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.

To the fullest extent permitted by law, for any loss not covered by insurance under this contract, 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortuous acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

#### **XIV. 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.

**EXHIBIT A**

**ANN ARBOR HOUSING COMMISSIONS  
LOCATIONS/BUILDING/UNIT SIZES**

| HUD<br>PROJECT | BLDG<br>TYPE | LOCATION                                                                          | # OF<br>BLDGS | ZIP<br>CODE | BEDROOM SIZE |    |    |    |    | TOTAL |
|----------------|--------------|-----------------------------------------------------------------------------------|---------------|-------------|--------------|----|----|----|----|-------|
|                |              |                                                                                   |               |             | 1            | 2  | 3  | 4  | 5  |       |
| AMP 100        | FAMILY       | 2702-2760 HIKONE                                                                  | 5             | 48108       | 0            | 10 | 15 | 5  | 0  | 30    |
|                | FAMILY       | 1701 -1747 GREEN RD                                                               | 4             | 48105       | 0            | 8  | 11 | 5  | 0  | 24    |
|                | FAMILY       | 3451-3457 PLATT RD                                                                | 4             | 48108       | 0            | 0  | 0  | 0  | 4  | 4     |
|                | FAMILY       | 3565-3585 OAKWOOD                                                                 | 3             | 48104       | 0            | 0  | 0  | 0  | 3  | 3     |
|                | SINGLE       | 1504-1508 BROADWAY                                                                | 3             | 48105       | 20           | 0  | 0  | 0  | 0  | 20    |
|                | FAMILY       | WHITE/STATE/HENRY<br>1514-1520 WHITE<br>1521 S. STATE STREET<br>701-719 HENRY ST. | 1             | 48104       | 14           | 14 | 0  | 0  | 0  | 28    |
|                | FAMILY       | 3681-3689 PLATT RD                                                                | 1             | 48108       | 1            | 2  | 1  | 1  | 0  | 5     |
|                | ELD/DIS      | 106 PACKARD                                                                       | 1             | 48104       | 64           | 0  | 0  | 0  | 0  | 64    |
|                |              |                                                                                   |               |             |              |    |    |    |    |       |
| AMP 200        | SINGLE       | 221-253 S. 7 <sup>TH</sup>                                                        | 4             | 48104       | 8            | 0  | 0  | 0  | 0  | 8     |
|                | SINGLE       | 805-807 W.<br>WASHINGTON                                                          | 1             | 48103       | 2            | 0  | 0  | 0  | 0  | 2     |
|                | FAMILY       | 2072 GARDEN CIRCLE                                                                | 1             | 48103       | 0            | 0  | 2  | 0  | 0  | 2     |
|                | ELD/DIS      | 727 MILLER AVE                                                                    | 1             | 48103       | 99           | 5  | 0  | 0  | 0  | 104   |
|                | FAMILY       | 800-890 S. MAPLE                                                                  | 5             | 48103       | 0            | 10 | 15 | 5  | 0  | 30    |
|                | FAMILY       | 701-739 N. MAPLE                                                                  | 20            | 48103       | 0            | 0  | 0  | 10 | 10 | 20    |
|                | FAMILY       | 743-747 N. MAPLE                                                                  | 2             | 48103       | 0            | 0  | 4  | 0  | 0  | 4     |
|                | FAMILY       | 2670-2680 S. MAIN                                                                 | 3             | 48103       | 0            | 0  | 6  | 0  | 0  | 6     |
|                | FAMILY       | 1020-1062<br>PENNSYLVANIA                                                         | 3             | 48103       | 0            | 0  | 6  | 0  | 0  | 6     |
|                | ELD/DIS      | 909 EVELYN CT.                                                                    | 1             | 48103       | 0            | 0  | 1  | 0  | 0  | 1     |
| TOTALS         |              |                                                                                   | 63            |             | 209          | 51 | 64 | 30 | 22 | 361   |

**EXHIBIT B**  
**ANN ARBOR HOUSING COMMISSION**  
**PROPERTY DESCRIPTIONS**

| HUD #/ADDRESS                                                         |                                                                                   | CONSTRUCTION TYPE | DESCRIPTION                                                                                                                 | YEAR BUILT | SQ FT BLDG | # of BLDG |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------|------------|------------|-----------|
| AMP 100                                                               | 2702-2760 HIKONE                                                                  | WD FR/SD & BRK    | 2 Story Townhouse with full basement                                                                                        | 1970       | 3,300      | 5         |
|                                                                       | 1701 -1747 GREEN RD                                                               | WD FR/SD & BRK    | 2 Story Townhouse with full basement                                                                                        | 1970       | 3,000      | 4         |
|                                                                       | 3451-3457 PLATT RD                                                                | WD FR/SD          | 2 Story Stand Alone home with full basement                                                                                 | 1970       | 1,380      | 4         |
|                                                                       | 3565-3585 OAKWOOD                                                                 | WD FR/SD          | 2 Story Stand Alone home with full basement                                                                                 | 1969       | 1,380      | 3         |
|                                                                       | 1504-1508 BROADWAY                                                                | WD FR/BRK         | 2 Story bldg/each<br>Bldg 1506 has basement                                                                                 | 1956       | 6,274      | 3         |
|                                                                       | WHITE/STATE/HENRY<br>1514-1520 WHITE<br>1521 S. STATE STREET<br>701-719 HENRY ST. | WD FR/BRK         | 2 story walk up, full basement<br>7 entrances<br>U-shaped Bldg.                                                             | 1948       | 27,400     | 1         |
|                                                                       | 3681-3689 PLATT RD                                                                | WD FR/SD & BRK    | 1 Row, 2 Story attached townhomes                                                                                           | 1964       | 2,778      | 1         |
|                                                                       | 106 PACKARD                                                                       | BLOCK & BRK       | 5 Story, w/elevator & basement, master metered for gas heat                                                                 | 1980       | 47,000     | 1         |
|                                                                       |                                                                                   |                   |                                                                                                                             |            |            |           |
| AMP 200                                                               | 221-253 S. 7 <sup>TH</sup>                                                        | WD FR/SD          | 1 Story duplex, slab foundation                                                                                             | 1969       | 1,300      | 4         |
|                                                                       | 805-807 W. WASHINGTON                                                             | WD FR/SD          | 1 Story duplex, w/basement                                                                                                  | 1969       | 1,300      | 1         |
|                                                                       | 2072 GARDEN CIRCLE                                                                | WD FR/BRK         | 1 Story Ranch home, w/ full basement.                                                                                       | 1971       | 985        | 1         |
|                                                                       | 727 MILLER AVE                                                                    | BLOCK             | 7 Story, w/elevator, master metered for heat/electricity; includes 1 Story extension – mechanicals on 1 <sup>st</sup> floor | 1971       | 83,000     | 1         |
|                                                                       | 800-890 S. MAPLE                                                                  | WD FR/SD & BRK    | 2 Story Townhouse with full basement                                                                                        | 1970       | 3,300      | 5         |
|                                                                       | 701-739 N. MAPLE                                                                  | WD FR/SD          | 2 Story Stand Alone home with full basement                                                                                 | 1969       | 1,380      | 20        |
|                                                                       | 743-747 N. MAPLE                                                                  | WD FR/SD & BRK    | 2 Story duplex w/crawl space                                                                                                | 1995       | 1,000      | 2         |
|                                                                       | 2670-2680 S. MAIN                                                                 | WD FR/SD & BRK    | 2 Story duplex w/crawl space                                                                                                | 1996       | 1,000      | 3         |
|                                                                       | 1020-1062 PENNSYLVANIA                                                            | WD FR/SD & BRK    | 2 Story duplex w/crawl space                                                                                                | 1996       | 1,000      | 3         |
|                                                                       | 909 EVELYN CT.                                                                    | WD FR/SD & BRK    | 1 Story single family w/attached garage & crawl space                                                                       | 1995       | 1,4,34     | 1         |
| KEY: WD FR= wood frame, SD= siding, BRK= brick, BLOCK= concrete block |                                                                                   |                   |                                                                                                                             |            |            |           |

With the exception of high-rises, resident are required to have utilities in their names.  
The Commission pays for water/sewer cost, which are not separately metered by unit, but by building or row.

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

**Form #1**

*Entire Organization (Totals for All Locations where applicable)*

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

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

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

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

**EMPLOYMENT DATA**

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

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

**EMPLOYMENT DATA**

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

**City of Ann Arbor Procurement Office**

**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 Office 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  
734/994-2719

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance.

→ **NEW RATE EFFECTIVE APRIL 30, 2008** ←

## **LIVING WAGE ORDINANCE – CITY OF ANN ARBOR**

**\$10.85** per hour      **\$12.56** per hour  
if the employer provides health      if the employer does **NOT**  
care benefits\*      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 includes those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.*

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

***For Additional Information or to File a Complaint  
Contact:***

**Dee Lumpkin, Procurement Assistant  
734/994-2719 or dlumpkin@a2gov.org      LW-1**

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 \$10.85/hour when health care is provided, or no less than \$12.56/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2008.
- 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: 734/994-2719 Fax: 734/994-1795