

CITY OF ANN ARBOR

INVITATION to BID



EXTERNAL CALL CENTER SUPPORT FOR DESKTOP APPLICATIONS

ITB-3979

BID Responses Due: December 29, 2008 by 2:00pm EST

Information Technology Services Unit
Finance and Administrative Services Area

CITY OF ANN ARBOR
100 North Fifth Avenue
Ann Arbor, Michigan 48107

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SECTION 1

GENERAL INFORMATION AND INSTRUCTIONS

General

The City of Ann Arbor is soliciting proposals from vendors that are able to provide "External Call Center Services for Desktop Applications ". The City intends to make a single contract award to the most responsive and responsible Respondent.

Work to be done under this Contract is described in the Statement of Work and proposals must be submitted in accordance with the specifications in the document. Any proposal that does not conform fully to these instructions may be rejected.

Issuing Office

The City of Ann Arbor Procurement Services Office has issued this Invitation to Bid and is posted on BidNet (www.govbids.com) and the Purchasing page of the City of Ann Arbor website (www.a2gov.org). All contact regarding this ITB-3979 is to be directed to:

Dee Lumpkin

Customer Service Procurement Assistant
Financial Services Area
City of Ann Arbor
100 N. Fifth Avenue – 5th Floor
Ann Arbor, Michigan 48104

Phone: (734) 794-6000 x.45206

Fax: (734) 994-1795

Email: dlumpkin@a2gov.org

Contract Administration

Following the execution of the contract, all communications concerning the contract must be directed to:

Kathleen McMahon

Acting Service Delivery Manager

Information Technology Service Unit
City of Ann Arbor
100 N. Fifth Ave
PO Box 8647
Ann Arbor, MI 48107

Phone: (734) 794-6550 x. 45512

Fax: (734) 994-3031

E-Mail: kmmcmahon@a2gov.org

It shall be the responsibility of the Respondent to verify the completeness of the requirements and any additional specifications released in subsequent ITB clarification addendum, and to include in its response the services necessary to meet the total requirements of this solicitation.

Proposal Submission, Evaluation and Award Schedule

Date	Activity
November 17, 2008	ITB Issued
November 28, 2008	Deadline for Submittal of Requests for Clarification of ITB requirements
December 29, 2008	ITB Response deadline
January 16, 2009	Vendor's Selection
February 2, 2009	Submission for Approval by City Council
March 2, 2009	Contract Services Start Date

*This schedule is for informational purposes only, and is subject to change at the City's discretion.

Proposal Submissions

Sealed proposals must be received by the City of Ann Arbor Procurement Services, Fifth Floor, City Hall, Ann Arbor, Michigan at the date and time stipulated. Each proposal must be enclosed in a sealed envelope, endorsed across one end:

ITB-3979– EXTERNAL CALL CENTER SUPPORT FOR DESKTOP

Two (2) originals and one (1) copy on CD must be submitted. The information included should be as concise as possible.

The Cost Proposal must be submitted separately in a sealed and marked envelope and on a separate CD.

To be considered, each Respondent must submit a complete response to this ITB using the format found in Section 3 of this ITB. No other distribution of the proposals is to be made by the Respondent. Legal Status of Proposal Respondent and Contract Compliance Form must be completed and returned with the proposal. An official authorized to bind the Respondent to its proposal provisions must sign each proposal copy in ink.

Proposals must arrive on or before **December 29, 2:00 PM Eastern Standard Time at 100 N. Fifth Ave., Fifth Floor Procurement Office, 48104.** Proposals received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Respondent is responsible for the actual delivery of the proposals to the City of Ann Arbor Procurement Services Office as of the deadline. Respondents agree to honor their proposal for a period of one hundred twenty (120) days from the proposal due date. All proposals become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act).

The City accepts no financial responsibility for costs incurred by any Respondent in responding to this ITB. By responding to this ITB the Respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal.

Proposal Clarifications

Should any prospective Respondent be in doubt as to the true meaning of any portion of this solicitation, or should the Respondent find any ambiguity, inconsistency, or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests may be submitted during the proposal cycle from the release date through the deadline specified and will only be accepted by e-mail to kmmcmahon@a2gov.org.

All clarification request submissions must be received no later than November 28, 2008, 1:00 p.m. Eastern Standard Time. The person making the request shall be held responsible for delivery and verification of receipt.

The City's staff will make such interpretation or correction, as well as any other additional provisions that the City may decide to include, whether in response or otherwise, only as a proposal addendum. Staff will post on BidNet (www.govbids.com) any addendums and on the City's Purchasing web page (www.a2gov.org). Any addendum issued by the City shall become part of this solicitation. Respondents should consider, **and must include, issued addendums in preparing their proposals**. Only addendum duly issued by the City shall be binding. Any errors of omission based on non-inclusion of addendum specifications in any portion of the submittals shall not be the responsibility of the City.

The City does not warrant or guarantee the accuracy of the information provided within this ITB. Rather, it is providing the information for background purposes only, and not for any other purpose. Potential Respondents are not relieved of their responsibility to make personal investigations to determine the overall requirements, the work involved, and shall determine to its own satisfaction the conditions to be encountered, the nature of the environment, the difficulties involved, and all other factors affecting the work proposed pursuant to this Invitation to Proposal.

Selection Criteria

All submissions shall be evaluated with the emphasis placed on the Respondent's ability to meet the City's requirements, the responsiveness of the proposal, cost, and the criteria specified below. The City intends to enter into a relationship with a well-established Respondent who's service philosophy best serve the needs of the City, and meets the requirements presented within this ITB. The selected Respondent must have the necessary background, experience, staffing, and administrative and financial support to meet and sustain the goals of providing required services. Submissions will be evaluated through a weighted point system that will include, but will not be limited to, the areas outlined:

Proposal Evaluation

20 points	Professional Qualifications - Preference may be given to team experience and individual team member technical experience.
20 points	Past Involvement with Similar Project – verified by references
40 points	Proposed Services – specifications in the ITB represent minimum performance necessary for response.
20 points	Cost Proposal alignment with budget limitations

The City reserves the right to not consider any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. The City may contact references to verify material submitted by the Respondent. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this ITB, a portion of the scope, or a revised scope.

Cost Proposal Evaluation

The City reserves the right to reject the low cost proposal, if evaluation determines that to be in its best interest. Proposals whose costs do not accurately represent a reasonable cost for the services being purchased may be automatically disqualified and rejected.

Cost Proposals will be evaluated in relation to overall strength of proposal, completeness, and demonstrated ability. The City will seek to enter into a contract with the Respondent with the highest proposal quality most complete, accurate and services performed, most favorable pricing, viability, and proven ability to execute. Cost proposals for any additional services recommended in the Proposal(s) and acceptable to the City will be handled by separate agreement(s).

Living Wage Requirements

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, 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.

Independent Cost Determination

By submission of a proposal, the Respondent certifies in connection with this proposal: (a) It has arrived at the costs 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 costs 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.; and (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.

Each person signing the proposal certifies that he/she 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)-(c) above.

A proposal will not be considered for award if the sense of the statement required in the Cost Analysis portion of the proposal has been altered so as to delete or modify 1(a)-(c) 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 City determines that such disclosure was not made for the purpose of restricting competition.

Contracted Services

The Respondent selected to conduct business with the City of Ann Arbor will be required to execute the standard Agreement with the City (**a specimen copy is included with this ITB as Appendix B**). The City will not entertain requests to revise, amend, or change the language of the standard Agreement except where necessary to incorporate the scope of services and compensation for same as awarded. Proposal Respondents must base their proposal on the assumption that, if selected, they will execute the City's standard Agreement.

The Respondent selected to provide the equipment and services requested under this ITB will be required to execute the contract shown in Appendix B within thirty (30) days of the award of the contract and provide proof of insurance in accordance with the contract terms.

Rights in Data and Documents – City of Ann Arbor Ownership

Any research, reports, data, photographs, negatives or other documents, drawing or materials prepared by the successful Respondent in performance of its obligations under this contract shall be the exclusive property of the City of Ann Arbor and all such materials shall be delivered to the City of Ann Arbor upon completion, termination or cancellation of the contract. The selected Respondent shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of its obligations under the contract without the prior written consent of the City of Ann Arbor.

Reservation Rights

The City reserves the right to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal and to make the award in any manner the City believes to be in its best interest.

The City reserves the right to request any additional information from the Respondent that may be deemed necessary for evaluation.

SECTION 2 STATEMENT OF WORK

Background

The City of Ann Arbor currently has 800+ employees (full time and part time) and workstations within it's Network System. This proposal is for a vendor to provide External Call Center Support for Desktop Applications. The City anticipates that the selected vendor will provide support to any City employee that calls for application support.

Extent of Support

The City of Ann Arbor expects the selected External Call Center Support vendor to provide assistance with the features, functions and usage of commercial, off-the-shelf software applications ,Windows Mobile devices, and City line of business software defined in this proposal document.

To accomplish this task, the vendor should provide varied contact options, call management and escalation, and reporting functionalities.

AGREE _____

AVAILABILITY

The City expects support 24 hours per day/365 days per year excluding major holidays. **AGREE** _____

Please indicate the available contact options:

CONTACT OPTIONS AVAILABLE	YES	NO
Dedicated 1-800 Telephone Line		
Web site access for Problem Entry		
Electronic Mail (eMail)		
Use of Remote Desktop Technology --List software used for remote desktop		

DISTRUPTION OF SERVICE

The City expects the vendor to have a contingency plan in place in case of an unforeseen disruption of the vendor's service. **AGREE** _____

Please describe your contingency plan.

Answer:

Call Management and Escalation:

The City requires an escalation process if problems are not addressed satisfactorily.

AGREE _____

Please describe your escalation process?

Answer:

The City requires a call resolution tracking mechanism for reporting purposes.

AGREE _____

What method do you used for tracking and reporting purposes and how does your customer obtain access to these reports?

Answer:

If final resolution is not possible during the call, the consultant will take the call off-line.

AGREE _____

What is your off-line process?

Answer:

Reporting

The City of Ann Arbor uses an External Call Center Support to improve its Information Technology support offered to the City's employees. Reporting of gathered data is our most effective way to measure tool when evaluating this service. The City requires reporting on a monthly basis.

The following items below are the minimum requirements the City needs to track, What additional items are available to the City. AGREE _____

ITEM

- Who placed the call?
- What department/service unit the caller works for?
- Problem description?
- Which application the caller was calling for?
- Time and date of call?
- Was call resolved?
- Was the problem resolved on the first call?
- Is the problem a training issue vs. support?
- Resolution?

Answer:

Commercial off-the-shelf software applications

The City requires support for the below mentioned software packages. **AGREE** _____

Applications	Version	Support (Y/N)
• MS Word	Version. 2003 and above	
• MS Excel	Version. 2003 and above	
• MS Access	Version. 2003 and above	
• MS Outlook	Version. 2003 and above	
• MS PowerPoint	Version. 2003 and above	
• MS Project	Version. 2003 and above	
• MS Internet Explorer	IE 7 and above	
• MS Visio	Version. 2003 and above	
• MS Frontpage	Version. 2000 and above	
• FTP Functionality		
• AutoCAD Support		
• Image files (jpeg, bmp etc.)		
• ESRI ArcView	Version. 9 and above	
• Business Objects	Version. 9 and above	
• eCopy for Canon Printers		
• SQL Commands		
• Crystal Reports	Version. 9 and above	
• Adobe Acrobat Reader	Version. 8 and above	
• Adobe Acrobat Writer	Version. 8 and above	
• Terminal Server		
• Window XP Pro		
• Window XP Tablet		
• PDAs, Blackberry, Treo, etc.		

What additional software packages do you support?

Answer:

End-User Satisfaction Survey

The City of Ann Arbor requires quarterly user satisfaction surveys. These surveys will be administered and compiled by the selected External Call Center Support vendor. The survey should be administered to a sampling of users of the service from the preceding quarter. If there are not enough users during the preceding quarter, please contact past users to identify why the Call Center Support option was not utilized.

AGREE _____

SECTION 3

INFORMATION REQUIRED FROM ALL BID RESPONDENTS

Format

Proposals should be submitted using the following format:

Response Section 1: Proposal Statement (format attached – Appendix A)

Response Section 2: Overview of the Respondent, its services and Professional Qualifications
The section should give a summary of the Respondent's history, experience and qualifications, including years in business, locations, size, growth, and financial stability.

Response Section 3: Past Involvement with Similar Projects

Response Section 4: Proposed Services: This section should detail the provided service. Specifically responsive to all elements of Section 2 – Statement of Work. If required, attach exhibits to detailed responses.

Response Section 5: References

Response Section 6: Appendices

Response Section 7: Cost Proposal (separately submitted in sealed and marked envelope and electronically in a separate PDF)

Proposals are to be kept to 25 pages. To be considered responsive to this ITB, Respondent must provide all of the information requested. The specifications within the ITB represent the minimum performance necessary for response.

The following Section Descriptions describe the minimum information that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of a proposal.

Response Section 1: Proposal Statement

- A. (format attached – Appendix A)

Response Section 2: Overview of Consultant and Professional Qualifications - 20 points

- A. State the full name and address of your organization and, if applicable, the branch office or other subordinates element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is qualified to do business in Michigan.
- B. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify individuals who will do the work on this project by name and title. Resumes or qualifications are required for proposed project personnel. Identify whether it will be necessary to hire additional personnel if awarded the contract for services.
- C. Identify any subcontractor relationships necessary or appropriate to perform your proposed work plan. The use of any of these firms may be a separate election by the City unrelated to the selection of the Respondent.

- D. State history of the organization in terms of length of existence, types of services provided, etc. Identify the technical details that make the organization qualified for this work.

Response Section 3: Past Involvement with Similar Projects - 20 points

- A. The written proposal must include a list and description of specific experiences in this area that indicate proven ability to manage these types of community facilities, develop programs and provide services to diverse neighborhood community populations.
- B. State history of the organization, in terms of types of similar projects that have been completed, and/or are currently managed by the organization at other sites or in other communities.

Response Section 4: Proposed Services - 40 points

- A. Section 2 – Statement of Work with all questions answered
- B. A detailed proposal of service that will be provided necessary to meet the qualification/requirements of this ITB.

Response Section 5: References

- A. Each Respondent shall submit a list of four (4) references of agencies to which they have provided similar services. Two of the references must be governmental or other public corporations. Reference must include the information listed below:
 - a. Reference Name
 - b. Reference Point of Contact
 - c. Point Of Contact Job Title
 - d. Point Of Contact Phone # and e-mail address
 - e. Date of Service
 - f. Type of Service
 - g. Number of Users/Sites at which Service was provided for Reference
- B. Any major difference between the Respondent's proposal to the City and these references must be noted. Failure to list references with contacts will result in your submission being disqualified. The City reserves the right to contact any Company for which Respondent has provided services, whether listed or not.

Response Section 6: Appendices

Appendix A (Proposal Statement), Appendix E, Appendix G and Appendix H (Contract Compliance Forms) must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

Response Section 7: Cost Proposal - 20 points

- A. **Cost Proposals shall be submitted in a separate sealed envelope (Two (2) originals and one (1) electronic copy in PDF format must be submitted).**
- B. The following statement must appear on the cost proposal above the authorized signatory's signature:

"The undersigned further states that he/she has the requisite authority to act on behalf of his/her employer in these matters."

- C. The cost proposal will be opened last after completing the other selection criteria evaluations.

APPENDIX A

BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned declares that this Proposal is made in good faith, without fraud or collusion with any person or persons submitting a proposal on the same Contract; that the undersigned has carefully read and examined the "Invitation to Proposal" documents, including Information and Instructions, Statement of Work, Information Required, all Addenda (if any), and understands them. Further, the undersigned declares that it has extensive experience in successfully providing the services required under the specifications of this Invitation to Proposal.

The undersigned acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, Washtenaw County, its agents or employees, and that this Proposal is based solely upon the undersigned's own independent business judgment.

If the City accepts this Proposal and the undersigned fails to contract and furnish the insurance documentation by February 15, 2008, then the undersigned shall be considered to have abandoned the Contract.

In submitting this Proposal, it is understood that the right is reserved by the City to accept any Proposal, to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make the award in any manner the City believes to be in its best interest.

COMPANY NAME: *
STREET/P. O. BOX:
CITY, STATE, AND ZIP CODE:
DATE:
TELEPHONE:
FAX:
TAX IDENTIFICATION:

AUTHORIZED SIGNATURE:
PRINTED NAME OF SIGNER:
TITLE OF SIGNER:
EMAIL OF SIGNER:

- NOTE: If the Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If Respondent is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If Respondent is an individual, his signature shall be placed above.

**APPENDIX B
SPECIMEN STANDARD CONTRACT FOR SERVICES**

The following attachment is a specimen contract agreement for the services identified in this Invitation to Proposal. The Selected Respondent will be required to execute a contract containing the terms and conditions of the specimen contract except where noted in specimen. No changes, modifications, alteration or deletions to the terms and conditions of the specimen contract will be accepted.

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND

for
External Call Center Support for Desktop Applications

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("City"), and _____
a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)
with its address at _____
("Contractor"), this _____ day of _____, 20____, agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means Information Technology Services Unit.

Contract Administrator means Project Delivery Manager, or whomever the Contract Administrator may from time to time designate.

Project means External Call Center Support for Desktop Applications ..

NOTE: Additional definitions may be included in the final contract based on the Respondent's Response to the ITB as accepted and approved by the City. Exhibits will be numbered at execution of the contract.

II. DURATION

The term of this agreement shall be one year commencing on _____, and terminating on _____, unless terminated earlier as provided for in this Agreement.

The parties agree that this contract may be renewed, at the sole option of the City, for one (1) one-year period, under the same terms and conditions for the amount specified in Article IV, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide notice of its intent to renew no less than sixty (60) days prior to the termination date of the original term of the Agreement.

III. SERVICES

A. The Contractor agrees to provide professional Services ("Services") in connection with the Project as described in this Agreement and the attached Exhibits

NOTE: If appropriate additional exhibits may be added to and incorporated into the Agreement.

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 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 Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City 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 CONTRACTOR

- A. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator subject to his/her authority as defined by City Council Resolution or other authorizing document.
- B. The Contractor shall keep complete records of time spent and materials used in providing Services so that the Administering Department may verify invoices submitted by the Contractor. The records shall be made available to the City upon request and submitted in summary form with each invoice.

V. CONDITION AND DELIVERY OF PREMISES

Contractor agrees that it is familiar with the condition of both the Premises and the Property and hereby accepts the foregoing on an "As-Is," "Where-Is" basis, except as is otherwise expressly and specifically described in Exhibit D, City Work, attached hereto and incorporated herein by this reference, it is being understood that, if the City has agreed to perform any maintenance or improvements in or to the Premises or the Property in consideration of Contractor's entry into this Agreement, all City Work shall be described on Exhibit D. Contractor represents and warrants that it has made its own inspection of the foregoing and is satisfied with the results of such inspection. The City shall not be obligated to make any repairs, replacements or improvements (structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Agreement, except as expressly and specifically stated in this Agreement.

VII. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor, including but not limited to the creation of a joint venture between the parties.

Contractor acknowledges that its employees and agents shall not be deemed to be employees of the City. The Contractor shall be responsible, with respect to its employees, for compliance with all federal, state and municipal laws, rules and regulations, including, without limitation, reporting compensation to applicable taxing authorities, withholding of federal income taxes, state income taxes, FICA and FUTA taxes and other payroll deductions, and all premiums or payments made for workmen's compensation coverage, unemployment benefits or any other payments required by law.

- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies 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 or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

VIII. DISPUTE RESOLUTION

The parties shall resolve their disputes informally to the maximum extent possible. The parties agree to negotiate in good faith between representatives of the parties with authority to settle the matter. In the event the disagreement cannot be resolved through such in-person meetings, then the parties agree to proceed with whatever legal remedies are available. Only disputes within the scope of the Agreement are subject to this paragraph. Each party shall bear its own costs related to the dispute resolution processes described in this paragraph. The parties agree that all statements made in connection with the dispute resolution efforts set forth in this paragraph shall not be considered admissions or statements against interest by either party.

IX. INSURANCE AND LIABILITY RELEASES; INDEMNIFICATION

- A. Contractor will procure and maintain, at its cost and expense, during the term of this Agreement insurance satisfactory to the City insuring the City from liability for damage to person or property or contractual liability arising in whole or in part from action or inaction by, or on behalf of, Contractor in connection with any program, event or other activity, whether programmatic or administrative, arising out of the rights or obligations of Contractor under this Agreement.

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 necessary or requested any partner organizations, sublessees, or contractors. The certificates of insurance shall meet the following minimum requirements.

1. Workers' Compensation and Employers Liability insurance covering the statutory requirements of Michigan and insuring Contractor and its employees. Any partner organization with employees assigned or retained contractor for any work performed in compliance with this Agreement by Contractor shall be required to provide evidence of the same coverage under the same terms prior to occupancy or commencement of work, as applicable.
2. Commercial General Liability (CGL) insurance to cover liability for damages to persons or property arising out of the operations of Contractor, its officers, employees, invitees, sublessees and retained contractors. Contractor shall maintain CGL at its cost and expense, in amounts recommended by the City's insurance agent, which for the initial coverage shall be at least \$1,000,000 for injury or death to one person, at least \$2,000,000 for injury or death to more than one person and at least \$500,000 for damage to property. Insurance shall cover the contractual liability assumed by the Contractor under the terms of this Agreement to defend, indemnify and hold harmless the City. The City shall be included as additional insured. Such an additional insured endorsement shall not limit

coverage for any additional insured to the ongoing operations of the named insured. Such policy shall be endorsed to include the City, its officers and employees as additional insured and shall stipulate that the insurance afforded for the City, its officers and employees shall be primary insurance and that any insurance carried by the City, its officers and employees shall be excess and not contributing.

The Contractor shall also require that each of its retained contractors name the City as an additional insured on their CGL policies for any work performed in compliance with this Agreement for Contractor and shall require that all such contracts retained on its behalf execute an agreement which includes the following:

Contractor agrees to defend, indemnify and hold harmless the City of Ann Arbor, its agents, officers, and employees of and from all liability, claims, actions, causes of action, lawsuits and demands including attorneys fees and costs, fines and/or penalties arising out of or in any way related to the (insert based of contract for work) in connection with the Premises. The foregoing agreement shall apply to all such liabilities, claims, actions, causes of action, lawsuits and demands where it is charged, alleged or proven that Contractor was/were in any way at fault in causing or contributing to such injury, death or property damage (including but not limited to personal injury or death of the Contractor's own employees). The Contractor's liability insurance policies shall contain contractual liability insurance coverage for the obligations of this provision.

3. Certificates of insurance at execution of this Agreement, and thereafter contemporary with the renewal date of the insurance coverage, shall be provided to the City and shall evidence that the insurance requirements contained in this provision are satisfied in their entirety. Certificates shall also provide that at least 30 days prior notice of cancellation or material change shall be provided to the City. In the event that Contractor fails to provide said certificates or a certificate is not valid in whole or in part, Contractor shall have the contractual obligation to pay any additional premiums, whenever incurred, imposed upon the City because of such failure. However, the obtaining of replacement coverage shall not be an obligation of the City. In addition, Contractor upon a request of the City shall provide a complete and true copy of any of the insurance policies required by this provision.
4. Personal property of the Contractor on the Premises is at the Contractor's own risk.
5. Proof of automobile insurance coverage may be required for rental of City vehicles in the same types or amounts as may be required under the City vehicle lease agreement in effect on the date of lease.
6. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the City of Ann Arbor. Insurance required under this Article XIV shall be considered primary as respects any other valid or collectible insurance that the City may possess, including and 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, Contractor agrees to waive any right of recovery by its insurer against the City
7. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
8. Contractor shall be responsible to the City or insurance companies insuring the City for all costs resulting from any inadequate insurance coverage of the Contractor or a

contractor retained by the Contractor to perform work in compliance with this Agreement.

- C. In the event of any claims brought or threatened by any party against the City relating to the status, acts or omissions of the Contractor, the Contractor agrees to cooperate in all reasonable respects. In the event of any claims brought or threatened by any party against the Contractor relating to the status, acts or omissions of the City, the City agrees to cooperate in all reasonable respects. The City and the Contractor acknowledge that, from time-to-time, it may be necessary to obtain the execution of a Release of Liability by third parties. The City and the Contractor will cooperate with one another, as well as their respective risk management carriers, to identify such instances and prepare appropriate release forms.
- D. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

X. COMPLIANCE REQUIREMENTS

- A. The Contractor 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, Exhibit G.
- B. 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 H; 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 as Exhibit H.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XIX. If the Project is terminated for reasons other than the breach of the Agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available,

the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies

XII. REPRESENTATIONS AND WARRANTIES.

- A. City Representation and Warranty. The City represents and warrants that this Agreement is not inconsistent with and does not contravene any existing laws, regulations or legal requirements applicable to the City, and will not result in a breach or constitute a default under any agreement to which the City is a party or any decree or order of governmental authority.
- B. Contractor Representation and Warranty. The Contractor represents and warrants that this Agreement is not inconsistent with and does not contravene any incorporating or governing document of the Contractor. The Contractor further warrants that it will perform all of its obligations under this Agreement in conformance with any existing laws, regulations or legal requirements applicable to its occupancy of the Premises or its use of the Premises, including but not limited to all applicable Park Rules and Regulations. 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.

Further, Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement and that has available, or will engage, at its own expense, sufficient trained employees with all necessary certifications, licenses, bonding (if applicable) and satisfactory employment verification (to the extent required for the provision under state or federal law of any program for minors) to provide the Services specified in this Agreement.

XIII. GENERAL CONDITIONS

- A. Nothing contained herein shall be construed as conferring upon the Contractor or the staff of the community centers the authority to contract or otherwise act on the City's behalf, other than as expressly set forth herein, nor shall this Agreement be construed in such a way as to confer upon the City the authority to act as an agent or representative of the Contractor.
- B. The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.
- C. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- D. 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.

- E. The captions and paragraph headings hereof are inserted for convenience only and shall not be deemed to limit or expand the meaning of any paragraph.
- F. 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.
- G. This Agreement may be executed in multiples, each of which shall be deemed an original. Copies (whether facsimile, photostatic or otherwise) of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.
- H. Any notices, submissions, communications and waivers under this Agreement shall be in writing and shall be delivered in person, by facsimile, mailed (postage prepaid, by registered or certified mail, return receipt requested), or by overnight express carrier and addressed in each case as follows:

Notices to the Contractor will be sent to:
(Vendors Address)

Notices to the City will be sent to:
The Daniel Rainey, IT Director of the City of Ann Arbor.

or such other address as either party may designate by prior written notice to the other.

- I. This Agreement, or any part hereof, or the administration or performance of any activity or service performed by the Contractor hereunder, cannot be assigned or sublet, contracted away, or in any manner transferred without prior written consent and full approval by the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

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

FOR CONTRACTOR

By _____
[Type Name]
Its

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Roger W. Fraser, City Administrator

By _____
Tom Crawford, Financial Services Area Administrator

Approved as to form and content

By _____
Stephen K. Postema, City Attorney

APPENDIX C 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 CONTRACTORS

- (1) All contractors 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 contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors 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 contractor 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 contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor 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 contractors 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 contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors 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, contractors 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 contractor 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 contractor 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 contractor 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 contractors 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 contractor 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:

Contract Amount	Assessed Damages Per Day of Non-Compliance
\$ 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 contractor 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 D

LIVING WAGE REQUIREMENTS

If a "covered employer," Contractor will comply with all the requirements of Chapter 23 of the Ann Arbor City Code (Sections 1:811 B 1:821), in particular but not limited to the following sections thereof:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other nonpersonnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12month period.

- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a nonprofit contractor/vendor or nonprofit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1:815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

1:816. Employees Covered.

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

1:817. Exemptions.

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.
- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
 - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
 - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

1:818. Monitoring and Enforcement.

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.
- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.

- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

1:819. Penalties and Enforcement.

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

* * * * *

1:821. Other Provisions.

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.
- * * * * *
- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.
 - (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
 - (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
 - (a) A bona fide training program;
 - (b) A summer or youth employment program;
 - (c) A work-study, volunteer/public service, or internship program.

* * * * *

APPENDIX E

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** through April 30, 200.
- 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 at 734-794-6500 Ext. 45206 or Fax
734-994-1795

→ **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
care benefits*

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 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
734-794-6500 Ext. 45206 or dlumpkin@a2gov.org**

LW-1

APPENDIX F
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 which 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 which 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:

734-794-6500 Ext. 45206
dlumpkin@a2gov.org

→ **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
care benefits*

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 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
734-794-6500 Est. 45206 or dlumpkin@a2gov.org**

LW-1

APPENDIX G
CITY OF ANN ARBOR *PROCUREMENT OFFICE*
Form #1

CONTRACT COMPLIANCE FORM
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 (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-M
	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	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													
TOTAL													
PREVIOUS YEAR TOTAL													

APPENDIX H
CITY OF ANN ARBOR PROCUREMENT OFFICE

Form #2

CONTRACT COMPLIANCE FORM

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

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	TOTAL COLUMNS 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													
TOTAL													
PREVIOUS YEAR TOTAL													