

REQUEST FOR PROPOSAL
FOR
COMMUNITY OUTREACH SERVICES
CITY OF ANN ARBOR



February 20, 2009

RFP-726

COMMUNITY SERVICES AREA

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

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SECTION 1
GENERAL INFORMATION AND INSTRUCTIONS

REQUEST FOR PROPOSAL

The City of Ann Arbor is seeking the services of an Organization (firm, nonprofit organization, private contractor) to provide community-directed outreach, social, and recreation services creating community centers that serve the immediate geographic neighborhoods for the Bryant Community Center and the Northside Community Center. The selected Organization will be required to evaluate current social services and recreation services needs in the Bryant and Northside neighborhood. Based on the completed needs assessment, the Organization will develop and deliver a comprehensive program that will result in high-quality services and community relations that meet the needs of residents in the Bryant neighborhood and the Northside neighborhoods.

General

Work to be done under this Contract is generally described in the Scope of Services 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 Request for Proposal. All contact regarding this RFP is to be directed to:

Dee Lumpkin
Customer Service Procurement Assistant
Financial Services Area
City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, Michigan 48104

Phone: (734) 994-2719
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:

Jeff Straw, Parks and Recreation Deputy Manager
Parks and Recreation Service Unit
City of Ann Arbor
2781 Packard Road
Ann Arbor, MI 48108
Telephone: (734) 794-6230 ext. 42501 Fax: (734) 996-3060
E-Mail: jstraw@a2gov.org

Purpose

The City of Ann Arbor owns and operates two community center facilities. The City is seeking the services of an organization (firm, nonprofit organization, private contractor) to provide the community outreach services, including the management and operation of existing Bryant and Northside Community Center facilities. The City will retain ownership of the buildings and will provide required non-routine maintenance and capital improvements for the buildings. The City is seeking a 5-year contract agreement (3 years with a 2 year renewal at the City's option) for the following services:

1. Conduct a comprehensive assessment of the current programming and services provided by the community centers.
2. Conduct an assessment of program and service needs for each of the neighborhoods.
3. Prepare and present a Report on the Community Centers and Findings and Recommendations based on the assessment of the current programming and services and analysis of neighborhood needs assessment. The recommendations must contain a programmatic proposal that will address the recreational, social and outreach services needs of the Bryant and Northside neighborhoods and an implementation plan for the programmatic proposal including staffing and financial requirements.
4. Manage and operate the Bryant and Northside Community Center facilities. The selected organization will be expected to assume management and operation of the Center facilities under the existing programming and services while conducting the assessment and preparation of its programmatic proposal; and thereafter during the remainder of the contract term, manage and operate the Center facilities consistent with the approved programmatic proposal and implementation plan.
5. Establish a process to engage the neighborhood residents and the public in an advisory capacity for planning and evaluation of services and programs.
6. Prepare and present Progress Reports to the Administration during the contract term which includes analysis of the success (or failure) of the approved programmatic proposal and adjustments to it, if any, based on an on-going evaluation process and neighborhood input.

The Parks and Recreation Services Deputy Manager will oversee the direction and quality of work by the selected Organization under this contract. The Organization will work with, and as required have access to necessary City staff, records and reports.

Background Information

The City of Ann Arbor owns and operates two community center facilities. The facilities were built and/or provided with the primary purpose of serving the immediate low-income neighborhoods surrounding each center. Federal funds designated for serving low-income residents were used for the development of each center. As a result, the City is required to continue to provide services for low-income residents at both centers. Bryant Community Center located at 3 West Eden Court, Ann Arbor, and Northside Community Center, located at 809 Taylor, Ann Arbor. A general description of each facility, a list of existing programs and services, and a listing of priority programming is presented below.

Bryant Community Center

Bryant Community Center was purchased in November 1977 and later an addition was constructed using federal Community Development Block Grant (CDBG) funds for services to low-income households. Bryant Community Center has been an active center serving the residents in the immediate low income neighborhoods surrounding the center with a variety of outreach programs. Youth after school programs, youth summer day camp programs, a toy lending library, a senior program, and a food distribution program

are the primary services that are currently offered at the Bryant Community Center. The facility is also used by members of the neighborhood, employment services, and social service organizations as a site to conduct a variety of social services, employment opportunities, and social service meetings and gatherings during available hours. Residents in the immediate neighborhood have been actively involved with the program and service planning, community development/ urban renewal, and have a strong commitment to the Bryant Community Center.

Existing Programs and Services:

- After school academic and enrichment programs: Elementary and Secondary
- After school meals: Elementary and Secondary
- Summer day camp
- Food distribution: daily food pantry, and monthly produce and nonperishable food distribution.
- Nutritional health services for women and children
- Weekly toy lending
- Senior program
- Service referrals
- Community development/ urban renewal
- Center rentals

Priority Programs

- After school academic and enrichment programs: Elementary and Secondary
- After school meals
- Summer youth camp and teen programs
- Monthly produce and nonperishable food distributions
- Senior program
- Community development/ urban renewal

Facility Configuration

Total square footage: 4,150 sf.

- Large program room
- 4 program rooms
- 2 restrooms
- Kitchen
- Food Pantry
- Reception desk
- Supply/ freezer storage room
- 1 office
- Outdoor play ground and picnic area

Northside Community Center

Northside Community Center was constructed in 1978 with Community Development Block Grant money. The original intent was to use the building as a center for working with low income individuals in northeast Ann Arbor. Northside Community Center hosts a three times a week food distribution program, while First Step and Rec and Ed classes for children 0 – 6 are offered three mornings a week.

Existing Programs and Services:

- Food Pantry - Produce distribution
- First Steps – Classes for children 0 – 6 and their caretakers
- Rec. and Ed – Classes for children 0 -5

Priority Programming

- Food Pantry - Produce distribution
- Programs for children 0 - 6
- Community outreach programs, including a community garden

Facility Configuration

Total square footage: 3,000 sf

- Large program room
- 2 restrooms
- Kitchenette
- Reception desk and lobby
- Storage room
- 3 offices program rooms

Website for research: www.a2gov.org/parks

Before submitting proposals, each Respondent shall have at their option, the opportunity to inspect the community centers to arrive at a clear understanding of the conditions under which the work is to be performed. Respondents will be held to have satisfied themselves as to all conditions affecting the execution of the work. If a site visit is desired, please notify Jeff Straw by e-mail at jstraw@a2gov.org to coordinate scheduling. All site visits must be completed by March 16,2009.

It shall be the responsibility of the Respondent to verify the completeness of the requirements, the features reviewed within the pre-proposal meeting, and any additional specifications released in subsequent RFP clarification addendum, and to include in its response the programs and services necessary to meet the total requirements of this solicitation.

PROPOSAL SUBMISSION, EVALUATION AND AWARD SCHEDULE*

Date	Activity
February 20, 2009	RFP Issued
March 9, 2009	Deadline to Request Site Visit appointment
March 16, 2009	Deadline for Conducting Site Visit
March 23, 2009	Deadline for Submittal of Requests for Clarification of RFP requirements
March 27, 2009	Mandatory Pre-Proposal Meeting.
April 3, 2009	RFP Response deadline
April 6, 2009	RFP Evaluation Begins

April 13, 2009	RFP Interviews Begin
April 21, 2009	Park Advisory Commission Review
May 4, 2009	Organization's Selection Submission for Approval by City Council
July 1, 2009	Contract Services Start Date

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

Proposal Submissions

Proposals must be submitted in the proposal format required. Sealed proposals will be received by the City of Ann Arbor Procurement Services, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated, promptly after which proposals will be publicly opened. **Each proposal must be enclosed in a sealed envelope, endorsed across one end: RFP NO 726, COMMUNITY CENTERS CONTRACT FOR SERVICES. FEE PROPOSALS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND LABELED AS SUCH. The fee proposals will remain sealed and will be the last consideration in the review process.**

One original and ten (10) copies of the Proposal shall be submitted. The information included therein should be as concise as possible. To be considered, each Respondent must submit a complete response to this RFP using the format found in Section 3 of this RFP. No other distribution of the proposals is to be made by the Respondent. Appendix A of this RFP, 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 the time and date specified. 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 RFP. By responding to this RFP 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 istraw@a2gov.org. **All clarification request submissions must be received no later than March 23, 2009 at 1:00 P.M.** 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 e-mail any addendums to each prospective Respondent's Primary Contact recorded as having attended and signed the roster at the pre-proposal meeting. Any addendum issued by the City shall become part of this solicitation. Respondents should consider, and must include, issued addenda in preparing their proposals. Only addenda duly issued by the City shall be binding. Any errors of omission based on non-inclusion of addenda specifications in any portion of the submittals shall not be the responsibility of the City.

Pre-Proposal Meeting

A MANDATORY pre-proposal meeting will be held at 8:30 a.m. on March 27, 2009, Gallup Park Meeting Room, Gallup Park, 3000 Fuller Rd, Ann Arbor. The purpose of this meeting is to discuss the Program and its implementation with prospective respondents, and to answer questions concerning the RFP. Any questions and answers furnished will not be official until verified in writing and if appropriate an addendum will be issued by the Community Services staff. Answers that change or substantially clarify the RFP will be affirmed in writing. Copies will be provided to all in attendance. It is required that interested parties attend this meeting. A Respondent may not bring more than two persons to the pre-proposal meeting. It is required that one of the two persons in attendance for a Respondent be the intended primary contact for the Organization if the contract is awarded to that Organization.

FAILURE TO ATTEND THE MEETING OR SIGN THE RFP NO. 726 ROSTER AT THE PRE-PROPOSAL MEETING WILL AUTOMATICALLY DISQUALIFY A RESPONDENT FROM SUBMITTING A VALID PROPOSAL. Any proposal(s) submitted by a party not attending or signing the roster at the pre-proposal meeting will not be opened or considered.

The City does not warrant or guarantee the accuracy of the information provided within this RFP or distributed at the Pre-Proposal meeting. 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 the condition of the current facilities, 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 Request for Proposal.

No Meeting Minutes will be taken. Questions answered during the meeting will not be written in further addenda, unless additional clarification is required. Questions left unresolved from the meeting will be addressed within a written addendum, and sent through e-mail to each Respondent's primary contact.

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 (last consideration), and the criteria specified below. The City intends to enter into a relationship with a well-established Respondent whose programmatic and services philosophy best serve the needs of the City, and which meets the requirements presented within this RFP. The selected Respondent must have the necessary background, experience, staffing, and administrative and financial support to meet and sustain the goals of providing services to the neighborhood communities. There should also be evidence of responsiveness to clients' suggestions for improvements. Responses to this solicitation will be evaluated by a Selection Committee composed of members from the City's Community Services Area and Financial Services Area, representative(s) of the Parks Advisory Commission and community representative(s) which will provide advice to the Community Services Area Administrator, who will recommend the Respondent for selection to City Council. Submissions will be evaluated through a weighted point system that will include, but will not be limited to, the areas outlined:

Proposal Evaluation

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

The Selection Committee will initially evaluate responses to this RFP and decide which Respondent(s), if any, they will interview. Demonstrated ability to provide the City's minimum desired quality will be a factor in the City's evaluation.

For the initial evaluation, the Selection Committee will not consider the cost proposals. The cost proposal(s) of the Respondent(s) selected will be opened and reviewed before the interview(s). The selected Respondent(s) will have the opportunity to discuss in more detail their qualifications, their experience, project plan, processes proposed and cost proposal during the interview process.

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. A proposal with all the requested information does not guarantee the proposing Respondent to be a candidate for an interview. The Committee 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 RFP, a portion of the scope, or a revised scope.

The Committee then may schedule the interviews with the selected Respondent(s). The selected Respondent(s) will be given the opportunity to discuss in more detail their qualifications, past experience, and proposed work plan. The interview shall consist of a presentation of approximately twenty (20) minutes by the selected Respondent, including the person who will be the project manager on this Contract,

followed by up to forty (40) minutes of questions and answers. The selected Respondent may use audiovisual aids during the oral interviews.

The Respondent will be re-evaluated by the above criteria after the interview. After evaluation of the cost proposals, further negotiation with the selected Respondent will be pursued leading to a recommendation by the Community Services Area Administrator to City Council for the award of a contract.

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 projected 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 detailed project plan, most favorable pricing, viability, and proven ability to execute. If differences cannot be resolved, the City may open negotiations with the Respondent with the next highest overall strength, completeness, ability and value. Cost Proposals for any additional services recommended in the Proposal(s) and acceptable to the City will be handled by separate agreement(s).

COMPLIANCE REQUIREMENTS

Non-Discrimination By City Contractors

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations promulgated by the Administrator and approved by City Council shall receive approval from the Human Resources Director prior to entering into a professional services agreement with the City. Said firms shall assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

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 Human Resources 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 firm can reasonably be expected to recruit, the prospective contractor shall be accepted by the Human Resources Director as having fulfilled nondiscrimination requirements for a period of twelve (12) months at which time the Human Resources Director will conduct another review. Other firms shall develop a nondiscrimination program in conjunction with the Human Resources Director. The program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability for minorities and females within the firm's labor recruitment area.

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

1. 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 any consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs 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.
2. 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 costs being offered in the proposal and has not participated (and will not participate) in any action contrary to 1(a)-(c) above.
3. 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.

CONTRACT FOR 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 RFP 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 system and services requested under this RFP will be required to execute the contract shown in Appendix B within fifteen (15) 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 OF 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

PROPOSAL SCOPE OF SERVICES

Service Requirements

The City of Ann Arbor owns and operates two community center facilities. The City is seeking the 2-year contract for services with an organization (firm, nonprofit organization, private contractor) to provide community directed outreach, social, and recreation services creating community centers that serve the immediate geographic neighborhoods for the Bryant Community Center and the Northside Community Center. The selected Respondent will evaluate current social services and recreation services needs in the Bryant and Northside neighborhoods. Based on the assessed needs, the selected Respondent will develop and deliver a comprehensive program that will result in high-quality services and community relations that meet the needs of residents in the Bryant and Northside neighborhoods. To achieve these outcomes the selected Respondent will be expected to complete Tasks I – V as identified below.

The City will maintain ownership of the buildings and will provide required non-routine maintenance and capital improvements for the buildings. A comprehensive description of the City's Obligations and the Organization's Obligations for the physical facilities at the Bryant Community Center and the Northside Community Center are included in Appendix H of this Request for Proposals.

The selected Respondent will be responsible for delivery of programs and services within thirty (30) days of the approval of the contract agreement. It is expected that the selected Respondent will maintain and support the current on-going programming and services during completion of Tasks I-III and thereafter until such time as the City has approved the Implementation Plan for Respondent's Programming and Services Plan. Administrative and financial models included in Respondent's proposal should clearly identify the transitional component from current programming through assessment to implementation of new programming based on the needs assessment.

The City reserves the right to inspect the community centers and observe any program conducted or service provided.

Task I: Assessment of Neighborhood Services and Programming Needs

- A. Conduct a thorough needs assessment for outreach services, social services, and recreation programming for the Bryant neighborhood and the Northside neighborhood.
- B. Research existing outreach, social, and recreation service providers that currently offer services to the Bryant and Northside neighborhoods. Research the services that are provided by each Contractor.
- C. Define a plan for engaging the community and current patrons in the needs assessment process. Define a plan to gather comments from the Bryant neighborhood residents and the Northside neighborhood residents.
- D. Within 90 days of execution of the contract, provide to the City an assessment report for the Bryant Community Center and the Northside Community Center that shall address the following:
 - 1. Summary of needs assessment process.
 - 2. Summary of strategies used to achieve community engagement.
 - 3. Summary of results gained (community comment) from community engagement activities.

4. Identification of existing services and programs that are determined to be priority services and programs that will be continued.

Task II: Program of Services

- A. Develop a program of services that is based on Assessment of Neighborhood Services and Programming Needs that is set forth in Task 1. The program of services should address current programming and current facility uses at the Bryant Community Center and the Northside Community Center and define a transition plan for implementation of the proposed program of services. Describe how the neighborhood needs for outreach, social, and recreation programs are to be addressed through the proposed program of services. Define the location(s) for service delivery. Develop goals and objectives for the program of services that are proposed for the Bryant Community Center and the Northside Community Center.
- B. Describe the methodology for identifying, contacting, and encouraging participation in the programs and services by patrons and residents in the Bryant Community Center neighborhood and the North side Community Center neighborhood.
- C. Develop an evaluation plan for the proposed program of services. Include a plan for engaging the community in the evaluation process.
- D. Within 180 day of the execution of the contract agreement, provide for review the programming plan, including implementation plan, and evaluation process. Implementation of programming plan subject to City approvals.

Task III: Program Implementation

- A. Describe the program implementation plan.
- B. Identify partnering group(s), if any, that will be involved with program implementation; define the roles and resources of the partnering group.
- C. Define other relevant program delivery considerations, including but not limited to scheduling, facilities, equipment, staffing considerations, and risk management.

Task IV: Staffing Plan

- A. Develop a staffing plan to support the proposed program of services that is set forth in Task 2. Define the number of key staff that is to be assigned to each of the Community Centers. Define the qualification for key staff.
- B. Proposed staffing plan shall include number of staff (full-time/ temporary) required based on program and service levels for each year of the contract.
- C. Specify whether staffing plan anticipates joint programming or services for which staffing can be shared.
- D. Within 180 days of execution of the contract, provide for City review and approval the staffing plan.

Task V: Communication and Outreach

- A. Develop an outreach plan to communicate with the Bryant Community Center neighborhood and the Northside Community Center Neighborhood. Describe how the proposed outreach efforts will result in developing an awareness of community center services and program and encourage participation by those who are in need of the social services and recreation programs that are provided at the community centers.
- B. Identify any anticipated challenges and obstacles that may impede outreach efforts to low-income, minority, at-risk youth, or residents with special needs. Describe how the challenges and obstacles will be addressed.
- C. Define the plan for engaging the residents in the Bryant Community Center neighborhood and the Northside Community Center neighborhood in on-going service planning and evaluation.

Task VI: Reporting Requirements and City Representation

- A. Provide progress reports, a minimum of four (4) during the initial 180 days of the contract agreement, to City staff on the analysis being conducted as the Organization works through Tasks I through V.
- B. Within 90-days of execution of the contract agreement the Organization will complete reporting as set forth in Task I. Within 180-days of the execution of the contract agreement the Organization will complete reporting as set forth in Tasks II-V.
- C. On a quarterly basis provide to the City written summary reports and meet with the City staff to review the quarterly reports. Meetings will be conducted at the Bryant Community Center and the Northside Community Center. Prior to the first quarterly review process, the Community Services Administrator, or designee, and the Organization's staff will determine the form and content requirements for the Quarterly Reports, which may be modified from time to time thereafter during the term of the Agreement, by mutual agreement. Reports shall be submitted to the City and meetings with city staff will be conducted during the final fourteen (14) business days of each quarter of contract agreement.

Quarterly reports shall include the following:

- 1. Financial reports
- 2. Progress on project milestones
 - a. Program of service summary
 - b. Number and residency of individuals served
 - c. Staffing summary
 - d. Summary of community outreach activities to gain comment/ input/ evaluation of the program of services.
- D. The Organization shall maintain complete and accurate records of its financial and program activities and keep books and accounts in accordance with customary and accepted business practices. The Organization shall publish and present an Annual Report to the Community Services Area Administrator as soon as practicable, generally within 90 days after the end of the Organization's fiscal year during each year of the contract for services.

The fourth quarter report for each year shall provide all documentation specified above, a schedule for quarterly meetings for the following year, and management objectives for the following year.

SECTION 3

INFORMATION REQUIRED FROM ALL PROPOSAL RESPONDENTS

Format

Proposals should be submitted using the following format:

- Section 1: Proposal Statement (format attached – Appendix A)
- 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.
- Section 3: Past Involvement with Similar Projects
- Section 4: Proposed Work plan: This section should detail the implementation plan for providing services. Response should be developed incorporating all scope of service components of the Technical Requirements.
- Section 5: References
- Section 6: Appendices
- Section 7: Cost Proposal (separately submitted in sealed and marked envelope)

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

The City of Ann Arbor does expect to have a dedicated staffing for assigned to design and implementation of Respondent's proposal, management and operation of the community centers, if awarded the contract for services. The purpose of this request is to make sure the Respondent will dedicate specific staff to the Project, make it easy for the City and involved parties to have a specific contact and provide a continuous level of service expected in provision of these services.

The following Section describes 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.

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.

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.

- C. 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.

Section 3: Past Involvement with Similar Projects - 30 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.

Section 4: Proposed Work Plan - 30 points

- A. A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of this project. The work plan shall define resources needed for each task and your staff person completing the project task. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.
- B. The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the Respondent are to be included in the work plan and identified as Respondent suggested elements.
- C. Include in the work plan proposed steps, if any, to expedite completion of the individual tasks within the project. This will be given due consideration during evaluation of proposals.
- D. Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

Section 5: References

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:

REFERENCE

Reference Name	
Reference Point of Contact POC Job Title POC Phone # and e-mail address	
Date of Service	
Type of Service	
Number of Users/Sites at which Service was provided for Reference	

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 entity for which Respondent has provided services, whether listed or not.

Section 6: Appendices

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

Section 7: Cost Proposal - 20 points

- A. Cost Proposals shall be submitted in a separate sealed envelope as part of the proposal. Quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The quotation is to relate in detail to each item of the proposed work plan. The Respondent selected to be interviewed shall be capable of justifying the details of the cost proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

If additional or supplemental charges are to be assessed for any service required by the scope of service list them. The proposal of additional "no cost" services is welcome. However, those services should be described adequately.

- B. The cost proposed must include the total estimated cost for all five years of the project in addition to annual costs for each year. Please provide separate cost proposals for annual budget scenarios of \$145,000, \$130,500 and \$123,250. The proposed costs may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. Identify a proposed payment method. The organization is encouraged to offer a quarterly billing cycle.

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. Cost proposals will only be opened for the formal interview, at which time the proposed compensation will also be discussed.

APPENDIX A

PROPOSAL

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 "Request for Proposal" documents, including Information and Instructions, Scope of Service, 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 Request for 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 July 1, 2009 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:

- o 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 Request for 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 COMMUNITY OUTREACH OPERATIONAL SERVICES

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 Community Services Area/Parks and Recreation Services Unit.

Contract Administrator means Parks and Recreation Deputy Manager, or whomever the Contract Administrator may from time to time designate.

Premises means the Bryant and Northside Community Center facilities. Premises are depicted on Exhibit ____.

Project means Community Outreach Services, RFP 726.

Property means all areas are available for the common use of the public and that are not held for the exclusive use of the Contractor, including but not limited to parking areas, driveways, sidewalks, loading areas, landscaping and planted areas. Property is depicted on Exhibit ____.

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

II. DURATION

The initial term of this Agreement shall be three years commencing on _____ and terminating on _____, unless terminated earlier under the terms of this Agreement.

This Agreement may be extended, at the sole option of the City, for one additional term of two years from the scheduled termination of the initial term. The additional two-year term shall be governed by the same terms as the initial term unless otherwise specified in this Agreement. Should the City elect to extend this Agreement for the additional two-year term, the City Administrator or his/her designee shall provide notice of the decision to extend at least sixty (60) days prior to the scheduled termination of the initial term. Such notice shall serve as the City's consent to be bound by this Agreement for the additional two-year term.

III. SERVICES

- A. The Contractor agrees to provide professional Community Outreach and Operational Services (“Services”) in connection with the Project as described in this Agreement and the attached Exhibits incorporated as part of this Agreement identified as:

- Exhibit A, Scope of Services.
- Exhibit B, Compensation for Services
- Exhibit C, City Tangible Property, Fixtures and Improvements
- Exhibit D, City Work
- Exhibit E, Maintenance/Repair/Renewal/Replacement Schedule
- Exhibit F, City Parks and Recreation Scholarship Program
- Exhibit G, Fair Employment Practice
- Exhibit H, Living Wage Requirements

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 shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.
- B. 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. Compensation will be paid on the terms stated and in the manner set forth in Exhibit B.
- C. 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. USE OF PREMISES AND PROPERTY; TANGIBLES, FIXTURES AND IMPROVEMENTS

- A. The Premises shall be used by the Contractor for the purpose(s) set forth in this Agreement and for no other purpose whatsoever. Contractor shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises, in any manner that may (1) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Premises (including, but not limited to, the structural elements of the Premises) or any equipment, facilities or systems therein; (2) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the rules and regulation of the Parks and Recreation Services Unit, including any covenant, condition or restriction affecting the Premises, or (3) impair or tend to impair the character, reputation or appearance of the Premises.
- B. Contractor shall have the right to use the Premises for private events, and to enter into rental agreements between Contractor and third-parties for use and rental of all or portions of the Premises; provided that such activities shall be consistent with Chapter 39 of the Ann Arbor City Code regarding the use of City Parks and Contractor indemnifies and holds the City harmless from and against any and all losses arising from or in connection with any and all of (1) the conduct or management of either or both the Premises and the Property or any business therein, or any work or alternation done, or any condition created by the Contractor in or about the Premises or the Property during the term of this Agreement, (2) any act, omission or negligence of Contractor, (3) any accident, injury or damage whatsoever occurring in, at or upon either or both of the Premises and the Property and caused by the Contractor or its renter or (4) any breach by Contractor of any or all of its warranties, representations and covenants under this Agreement. Contractor shall retain all revenues obtained from its rental agreements. Contractor agrees to coordinate rentals with the Parks and Recreation Services Unit to minimize/avoid conflicts with the City's retain right to use the Premises and Property.

No alcohol will be served on the Premises at Contractor-sponsored events or private rental events, or otherwise consumed on the Premises, without the written approval of the Community Services Area Administrator. Section 3.2 of Chapter 39 of the City Code authorizes the City Administrator to issue permits to allow the consumption of wine and beer in areas which consumption would otherwise be prohibited. The City Administrator hereby delegates to the Community Services Area Administrator the authority to issue such permits for the moderate consumption of wine and/or beer on the Premises.

When so approved in writing, moderate consumption of alcohol (wine and beer only) may be permitted. All other use of alcoholic beverages on the Premises is prohibited.

- C. Contractor shall have the nonexclusive right to use the Property for the purposes intended, subject to such reasonable rules and regulations as the Parks and Recreation Services Unit may establish from time to time. Contractor shall not interfere with the rights of the City or any other person entitled to use the Property under license or permit of the Park and Recreation Services Unit. Contractor shall not park or store any vehicles or trailers on the Property without prior written permission of the Contract Administrator. The City, from time to time, may change any or all of the size, location, nature and use of the Property although such changes may result in inconvenience to the Contractor, so long as such changes do not materially and adversely affect Contractor's use of the Premises. In addition to the foregoing, the City may, at any time, close or suspend access to any or all of the Property to perform any acts in, on or over, the Property as, in the City's reasonable judgment, are desirable to improve or maintain either or both of the Premises or the Property, or are required in order to satisfy the City's obligations under this Agreement; provided, however, the City shall use reasonable efforts to limit any disruption of Contractor's use and operation of the Premises in connection therewith. The City retains the right to have reasonable and appropriate access to the Premises and the Property to fulfill the City's obligations under this Agreement.
- D. Contractor shall not affix any sign or any size or character to any portion of the Premises or the Property, without prior written approval of the City, which approval shall not be unreasonably withheld or delayed, and then only in accordance with the laws, easements and applicable provisions of any and all deed restrictions, Parks and Recreation Services Unit and the Ann Arbor City Code. Contractor shall remove all signs of the Contractor upon the expiration or earlier termination of this Agreement and immediately repair any damage to either or both the Premise and the Property caused by, or resulting from, such removal or the installation or existence of the signs.
- E. Contractor shall have the right to use all of the City's tangible property, fixtures and improvements located on or at the Premises, which are set forth in Exhibit C, entitled City Tangible Property, Fixtures and Improvements subject to the Maintenance/Repair/Renewal/Replacement Schedule attached hereto as Exhibit E, for the purposes and subject to the terms described in this Agreement. Title to all such property shall remain with the City and all such property shall be returned to the City upon termination of this Agreement in good condition, ordinary wear and tear excepted. The Contractor agrees to report the loss of any tangible property, whether by theft or other circumstance, to the City as soon as practicable and to cooperate with any investigation or claim that the City may conduct in connection with the loss. The Contractor agrees to periodically review Exhibit C and Exhibit E with the Contract Administrator and Contractor shall indemnify the City for any damage (ordinary wear and tear excepted) to or loss of the tangible property identified in Exhibit C which is to be returned to the City at termination of this Agreement. Exhibit E may be updated periodically at the City discretion.
- F. Any tangibles or personal property belonging to Contractor must be removed at or before the expiration date, or the date of any earlier termination, at Contractor's expense and Contractor shall repair (to City's reasonable satisfaction) any damage to the Premises or the Property resulting from either or both such installation or removal. Any other items of Contractor's personal property that remain in the Premises after the expiration date, or following an earlier termination date, may, at the option of the City, be deemed abandoned, and in such case, such items may be retained by the City as its property or be disposed of by the City, in the City's sole and absolute discretion and without accountability, at Contractor's expense.

- G. The City shall have the right, at no cost to the City, to use the Premises for conferences, meetings and other special events, upon reasonable advance notice to the Contractor, and subject to the program, activity and event calendar of the Contractor.

VI. 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. USE OF OTHER CITY PARK SYSTEM PROPERTY

The Contractor may use other City parks for its off-site programs, activities and events. There shall be no charge by the City to the Contractor for use of these parks; however, any additional costs incurred by the Contractor or the City in connection with the use of these parks (such as porta-toilets) shall be the sole responsibility of the Contractor. Use of other City parks by the Contractor shall be arranged through the City Parks and Recreation Services Unit at such times as those parks are available and as are not in conflict with City-sponsored activities, programs and events. Any use of other City parks under this provision shall be subject to the provisions of Chapter 39 of the Ann Arbor City Code for use of City parks and to such rules and regulations regarding the use of City parks as are adopted by the City or the Parks and Recreation Services Unit from time to time.

VIII. FISCAL OBLIGATIONS OF CITY

- A. Subject to the restrictions stated in the Ann Arbor City Charter on the expenditure of park millage funds, the City agrees to expend millage funds for the Premises as detailed in Exhibit D, City Work, and Exhibit E, Maintenance/Repair/Renewal/Replacement Schedule. The City will continue to plan for the Premises’ development, rehabilitation and restoration projects in any Service Area review of City-owned property in connection with the City’s existing or future Capital Improvement Plans, Maintenance Plans, General Improvement Plans and Park and Recreation Millage Plans. City staff will provide Contractor input in discussions, development, rehabilitation or restoration projects associated with the Premises.
- B. Subject to the restrictions stated in the Ann Arbor City Charter on the expenditure of budgeted funds, the City shall pay basic utilities (water, sewer, electric, and gas) for the Premises. Such utilities shall be metered in the City’s name and the City shall be responsible for all charges and deposits for such utilities to the Premises during the term of this Agreement. Any other utility cost other than basic utilities shall be paid by the Contractor.

NOTE: Responsibility for basic utilities between the City and the Respondent may be subject to negotiation based on the specific utility and the City’s needs at the time of execution of the Agreement.

- C. Subject to staffing and other administrative and fiscal restrictions, the City agrees to support Contractor in its efforts to obtain grants and other funding for programming and staffing during the term of this Agreement to the extent the grant or funding opportunity does not conflict with existing or future City funding opportunities or grant applications. The Contractor shall provide necessary cooperation and support to the City in its efforts to obtain grants and other funding for site and facility improvements during the term of this Agreement. The City shall consider the Premises for capital improvement grants in collaboration with the Contractor, consistent with the provisions of this Article VIII. Cooperation and support shall include, at a minimum, providing letters of support for the respective party's grant applications and in the case of City support of the Contractor's grant application or funding opportunity providing documentation as needed and when applicable evidencing City financial and in-kind support that may serve as matching funds required for grant applications.

IX. CONTRACTOR'S AND CITY'S PROGRAM OBLIGATIONS; SCHOLARSHIPS FOR ANN ARBOR RESIDENTS

- A. The Contractor shall develop and implement programs, activities and events that are consistent with the City's mission and that may take place either on the Premises or at off-site locations. These may include, but not be limited to, camps, education, social service activities, special events, volunteer training, seminars and workshops, service learning projects, and fundraising events and activities.
 - 1. The Contractor shall provide for and assume all costs and expenses for any permits, personnel (subject to the provisions of this Agreement) or amenities necessary to accommodate the programs, activities and events described in Section A of this Article IX.
 - 2. The Contractor may charge such fees as are authorized by the Contractor, with prior approval of the City, except as modified by the scholarship provisions of Section B of this Article IX for Ann Arbor residents, for admission to Contractor programs, activities and events, and shall retain all such fees.
 - 3. The Contractor shall comply with published City non-discrimination policies that are made available to the Contractor in administering its public programs, activities and events.
- B. The Contractor agrees to make available scholarship awards consistent with City Parks and Recreation Services Scholarship Program (attached as Exhibit F hereto) regarding income-eligible City of Ann Arbor residents. The City will provide information to the Contractor on income-eligible City of Ann Arbor residents. The Contractor will cover the program costs. The City agrees to perform the necessary verification of applicant eligibility for the Program.

The Contractor further agrees to assist the City with the Scholarship application process including the following: distribution of scholarship applications, assistance to patrons of the Community Centers with completing applications, and submittal of completed applications to the City for eligibility verification and processing.

- C. The City shall permit and encourage the Contractor to advertise its programs in any and all formats in which the City advertises programs offered by its Parks and Recreation Services, including by way of illustration and not limitation, seasonal brochures. The City shall charge the Contractor for such advertising at the same rate the City charges City operations for the same advertising. It shall be the City's responsibility to inform the Contractor of the publication schedule and copy deadlines and the Contractor's responsibility to provide complete copy in the format required by the City for publication

on a timely basis to meet the publication schedule. Any advertisement will include a statement that Contractor is an independent contractor.

X. REPAIRS AND MAINTENANCE

- A. Except for events of damage, destruction or casualty to the Premises or Property throughout the term of this Agreement, Contractor shall, at its sole cost and expense: (1) both maintain and preserve, in the same condition as exists on the effective date of this Agreement, subject to normal and customary wear and tear and perform any and all repairs and replacements required in order to so maintain and preserve, the Premises and the fixtures and appurtenances therein (excluding those specific components of the Premises for which the City is expressly responsible under this Agreement, including but not limited to Exhibit E, Maintenance/Repair/Renewal/Replacement Schedule. Contractor shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any act, omission, misuse or neglect of Contractor or others entering into, or utilizing, all or any portion of the Premises for any reason or purpose whatsoever, including, but not limited to the performance or existence of any unauthorized alterations, the installation, use or operation of Contractor's personal property in the Premises, the moving of Contractor's personal property in or out of the Property. All such repairs or replacements required under this Article X(A) shall be subject to the supervision and control of the City, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.
- B. Notwithstanding the above, from time to time during the term of the Agreement, City may elect, in its sole discretion and by delivery of written notice to Contractor, to perform on behalf of the Contractor, all or some portion of the repairs, maintenance, restoration and replacement (collectively referred to as "General Repair Services") in and to the Premises required to be performed by the Contractor under this Agreement. Contractor shall reimburse the City for the cost or value of all General Repair Services provided by the City. Unless and until the City affirmatively elects to provide General Repair Services nothing contained herein shall be construed to obligate the City to perform any General Repair Services or any repair of any nature except as otherwise expressly provided in Exhibit E, Maintenance/Repair/Renewal/Replacement Schedule, to repair, maintain, restore or replace any portion of the Premises.
- C. Notwithstanding anything to the contrary stated herein, the City shall repair, replace, and restore:
 - 1. Buildings and Structures on the Premises. For these purposes the "structure" to be maintained or repaired by the City includes, by way of example, roofs, siding, gutters and downspouts, foundations, exterior walls (inclusive of painting or other maintenance work), decking, piers, doors, windows, interior floors and walls, electrical systems, plumbing, HVAC systems, etc. For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism there shall be no cost charged to the Contractor for any service described in this paragraph. If repairs/replacements requested are above normal maintenance standards for the City properties or in excess of current City budgetary appropriations, unreasonable or due to the negligence, abuse or willful acts of the Contractor, its officers, employees, agents, and invitees (to the extent the Contractor has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp), the Contractor shall be responsible for costs in excess of \$1,000 associated with the requested

repairs/replacements, excluding costs arising out of the willful acts of the Contractor for which the Contractor shall be responsible for entire cost associated with the requested repair/replacement. Regardless of whether the City or the Contractor funds are being used to pay for maintenance, all maintenance work shall be performed under and subject to City specifications.

2. **Property.** For these purposes the “property” to be maintained shall include all outdoor paved areas, including walks, driveways and parking areas, and the provision of snow removal and salt or salt-substitute application to all drives and parking areas in the same manner and on the same schedule as performed for other City facilities. The City shall maintain all gates and fences in good working order. For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism there shall be no cost charged to the Contractor for any service described in this paragraph. If maintenance requested is above normal maintenance standards for the City properties or in excess of current City budgetary appropriations, unreasonable or due to the Contractor, its officers, employees, agent, and invitees (to the extent the Contractor has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp) negligence, abuse or willful acts, the Contractor shall be responsible for costs in excess of \$1,000 associated with the requested maintenance excluding costs arising out of the willful acts of the Contractor for which the Contractor shall be responsible for entire cost associated with the requested repair/replacement.. Regardless of whether the City or the Contractor funds are being used to pay for maintenance, all maintenance work shall be performed under and subject to City specifications.
3. **Landscaping.** The City shall provide landscaping, lawn mowing and general lawn care at such intervals as are necessary to keep the lawn in trim and well-kept condition. There shall be no cost charged to the organization for such service. The Contractor may elect to provide at its own cost, supplemental landscaping, lawn mowing and lawn care. Any supplemental landscaping/lawn care shall be in accordance with City ordinances and Parks Operations Service Unit guidelines. Similarly, the City shall provide snow removal at such intervals as are necessary to keep the exterior public areas (parking lots, walkways and building access areas) accessible, including salting steps and walkways. There shall be no cost charged to the Contractor for such service. The Contractor may elect to provide supplemental snow removal at its own cost. Any snow removal shall be in accordance with Parks Operations Service Unit guidelines.

The City shall promptly remedy any hazard posed by trees or other vegetation to the roads, buildings or trails on the Premises. The Contractor shall notify the City in writing of such hazards that are obvious to persons who are not expert in tree and vegetation management, as the Contractor becomes aware of such hazards. There shall be no cost charged to the Contractor for any service or materials described in this paragraph.

4. **Exterior Lighting.** The City shall maintain and repair, and replace as needed, in accordance with City guidelines and schedules the exterior lighting of the Premises, which lighting includes, by way of illustration and not limitation, lighting in the parking areas and along walkways. Such maintenance and repair shall include necessary painting, electrical repairs, and upgrades and changing the light bulbs in the parking area and walkway lighting as needed. For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or

vandalism there shall be no cost charged to the Contractor for any service described in this paragraph. If repairs/replacements/maintenance requested are unreasonable or due to the Contractor's abuse, the Contractor shall be responsible for costs associated with the requested repairs/replacements/maintenance.

XI. UTILITIES

- A. The City shall provide the necessary plumbing, electricity, and heating installations required for occupancy. Any other utility installations shall be the responsibility of the Contractor, inclusive of installation, maintenance and removal, if appropriate or necessary. Any utility installation, other than those the City is required to provide under this paragraph, may not be installed without the written permission of the City Administrator, or his designee, and may not alter the character of the Premises.

For ordinary wear and tear, changes in the Americans with Disabilities Act and its regulations or enforcement, applicable Life Safety Code or Fire Safety regulations, acts of god or vandalism there shall be no cost charged to the Contractor for any service described in Section A of this Article XI. The City shall not be liable for damages from the interruption of utilities because of any casualties or labor disputes, because of necessary repairs or improvements, or because of any other causes beyond the City's reasonable control. If repairs/replacements requested are above normal maintenance standards for the City properties or in excess of current City budgetary appropriations, unreasonable or due to the negligence, abuse or willful acts of Contractor, its officers, employees, agents, or invitees (to the extent the Contractor has assumed responsibility for any invitees in connection with any supervised program activity (for example by way of illustration, summer camp), the Contractor shall be responsible for costs in excess of \$1,000 associated with the requested repairs/replacements excluding costs arising out of the willful acts of the Contractor for which the Contractor shall be responsible for entire cost associated with the requested repair/replacement. Regardless of whether the City or the Contractor funds are being used to pay for maintenance, all maintenance work shall be performed under and subject to City specifications.

- B. The City shall pay the electrical bills for exterior lighting in the parking areas and along walkways as part of its obligations to provide public access to the park in accordance with Chapter 39 of the Ann Arbor City Code together with the utility systems identified in Section B of Article VIII. The Contractor shall pay any utility charge, including periodic billing, for any other utility installation for which it is responsible.

XII. 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.

XIII. 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.

XIV. 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, subleasees 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.

XV. 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 Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit G.
- B. The Contractor 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 Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) 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.

XVII. 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

XVIII. 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 Contractor 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, the Contractor 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.

XIX. 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:

Notices to the City will be sent to:

The Community Services Area Administrator 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

Roger W. Fraser, City Administrator

Jayne Miller, Community Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

NOTE: Exhibits A-E listed below are subject to negotiation. Exhibits F-H are standard provisions that will be incorporated as stated into the Agreement.

EXHIBIT A
SCOPE OF SERVICES

Scope of Services to be based on terms and conditions of RFP and the selected proposal.

EXHIBIT B
COMPENSATION FOR SERVICES

Exhibit to be prepared based on Services and Cost Proposal of Selected Respondent.

EXHIBIT C
CITY TANGIBLE PROPERTY, FIXTURES AND IMPROVEMENTS

Exhibit to be prepared based on final audit of property at time of execution of Agreement. Inventory information provided as an Appendix to the RFP.

EXHIBIT D
CITY WORK

Exhibit to be prepared based on any scheduled work to be performed prior to execution of the Agreement or the implementation of the Schedule in Exhibit E.

EXHIBIT E
MAINTENANCE/REPAIR/RENEWAL/REPLACEMENT SCHEDULE

Exhibit to be prepared based on facility needs in connection with existing capital improvement and general repairs programs, see RFP terms for specific process.

EXHIBIT F
CITY PARKS AND RECREATION SCHOLARSHIP PROGRAM

EXHIBIT G
FAIR EMPLOYMENT PRACTICE

The contractor, 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 nondiscrimination 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 nondiscrimination 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 nondiscrimination 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 nondiscrimination policy not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

Contract Amount	<u>Assessed Damages</u>
	<u>Per Day of</u> 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.

EXHIBIT H

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 \$10.20 a not provide health care to its employees, the living wage shall be 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 C

City of Ann Arbor

LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$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: 734/794-6576

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 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.

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

Form #1

Name of Company/Organization _____
 Date Form Completed _____

Name and Title of Person Completing this Form _____
 Name of President _____

Address _____ County _____
 (Street address) (City) (State) (Zip)

Phone # _____
 (Area Code)

Fax# _____ E-Mail 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 Alaskan 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													

Questions about this form? Call Procurement Office: (734) 794-6576

AAF-1

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

Form #2

Name of Company/Organization _____
 Date Form Completed _____

Name and Title of Person Completing this Form _____
 Name of President _____

Address _____ County _____
 (Street address) (City) (State) (Zip)

Phone # _____
 (Area Code)

Fax# _____ E-Mail 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 Alaskan 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													

APPENDIX E

BRYANT COMMUNITY CENTER AND NORTHSIDE COMMUNITY CENTER INVENTORIES

EFFECTIVE February 1, 2009

Bryant Community Center Inventory		
Furniture	Description	Quantity
Rolling Cart	Metal legs w/ wood top	3
Office Desk	"L" shaped, wooden	1
Office Desk	Metal drawers, wood top	2
Office Chair	Grey	1
Computer Chair	Blue	2
Computer Chair	Red	3
Computer Chair	Grey	2
Executive Chair	Black "leather"	2
File Cabinet	2 drawer, metal, cream	3
File Cabinet	2 drawer, metal, black	1
File Cabinet	4 drawer, metal, cream	1
File Cabinet	2 long drawers, wooden	1
File Cabinet	2 drawers, wood	1
Book Shelf	Metal, cream	2
Book Shelf	painted blue	2
Book Shelf	Wood	1
Rolling Cart	Black, 4 shelves	2
Rolling Cart	cream, 2 shelves	1
Children's Table	painted orange and purple	1
Children's Chairs	painted orange and purple	4
Sofa	brown upholstery	1
Piano	upright, broken keys	1
Air Hockey Table	does not work	1
Storage Cabinet	Metal, black	1
Storage Cabinet	Metal, cream	1
Storage Bin	large, for sports equipment	1
Kitchen Table & Chairs	wooden, green tile top	1 table w/4 chairs
Storage Shelves	Black plastic	2 sets
Folding Tables	Wood w/metal legs	5
Folding Chairs	Grey, upholstered	25
Folding Chairs	Brown metal	15
Picnic Tables	Heavy weight Plastic	6
Bench w/ back	Heavy weight Plastic	1
Bench w/out back	Heavy weight Plastic	1
Trophy Case	Large, Glass	1
Magazine Rack	4 shelves, metal, cream	1
Cork board	Various sizes	4
Dry Erase Easel	White	1
Storage Cart	2 drawers, Rubbermaid	1
Basketball Hoop	New, portable	1

Appliance	Description	Quantity
Printer	HP Office jet R60 3-in-1	1
Printer	HP OfficejetG85 4-in-1	1
Printer	HP DeskJet 940C	1
Computers	City owned	4 (6G6WC11, SWTD971. 2ZYBN01, 778KH01)
Computers	Dell- donated in 2007 from Washtenaw Co	6
Telephones	AT&T 945	3
Telephones	White, 2 lines	1
Chest Freezer	Older model GE	1
Chest Freezer	Kenmore 9	1
Toaster	2 slice, white	1
Copy Machine	Konica 1120- Doesn't work	1
Time Clock	ES700 Acroprint	1
Vacuum	Eureka Smartvac	1
Stove/Oven	Gas, White, Maytag Performance	1
Refrigerator	Maytag Performance	1
Microwave	Sharp Carousal 2	2
Building Assets		
Air Conditioning Units		2
Fire Extinguishers		4
Emergency lights	All New	4
Outdoor lights		2
Playscape		1
Buzzer system	Internal front door	1
New windows	Installed 7/2007	22