

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
ECOLOGY CENTER INC. AND THE CITY OF ANN ARBOR
FOR RECYCLING PLANT TOURS AT
THE MATERIALS RECOVERY FACILITY EDUCATION CENTER**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Ecology Center Inc., a Michigan non-profit corporation with an address at 339 E. Liberty Street, Suite 300, Ann Arbor, Michigan 48104 ("Contractor") agree as follows on this 14th ^{August} of July, 2018.

Whereas City and Contractor executed a Professional Services Agreement for Recycling Plant Tours at the Materials Recovery Facility Education Center on July 16, 2013 (the "Agreement"), a copy of which is attached as Exhibit A;

Whereas the term of that Agreement is set to lapse on June 30, 2018; and,

Whereas City and Contractor would like to extend the term of that contract until at least through June 30, 2019.

Now, therefore, in consideration of the terms and conditions set forth below:


Unless renewed or terminated, the Agreement, subject to the scope limitations articulated in the City's October 17, 2016 letter, a copy of which is included as part of Exhibit A, shall remain in effect until completion of the Services satisfactory to the City, or through June 30, 2019, whichever is sooner. At its sole option, the City may renew the Agreement to remain in effect until completion of the Services satisfactory to the City, or through June 30, 2020, whichever is sooner. To exercise that option, the City shall provide Contractor written notice of the City's exercise on or before May 1, 2019.

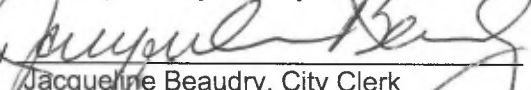
All other terms of the Agreement remain in effect except to the extent expressly modified herein.

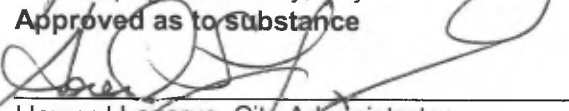
FOR CONTRACTOR


By 
Michael Garfield, Ecology Center Inc.

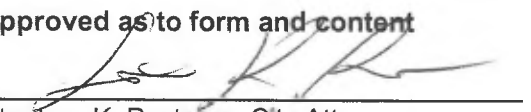
FOR THE CITY OF ANN ARBOR

By 
Christopher Taylor, Mayor

By 
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard Lazarus, City Administrator


Craig A. Hupy, P.E.,
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

MRR

EXHIBIT A

Professional Services Agreement for School Recycling Education



CITY OF ANN ARBOR, MICHIGAN

Public Services Area, Systems Planning
301 E. Huron Street.
P.O. Box 8647, Ann Arbor, Michigan 48107
(734) 794-6430
A2gov.org

October 17, 2016

Mr. Michael Garfield
Ecology Center
339 E. Liberty St.
Suite 300
Ann Arbor MI, 48104

Dear Mr. Garfield:

Re: Agreement for Recycling Plant Tours at the Materials Recovery Facility Education Center

As you are aware, the City of Ann Arbor's Materials Recovery Facility (MRF) is no longer available for tours for the foreseeable future, restricting the ability to perform tours or store materials. Staff from the City and the Ecology Center have made arrangements to store materials at the City's W. R. Wheeler Service Center, 4251 Stone School Road and to have the Ecology Center perform 10 monthly educational Open Houses at this location.

As a result of this situation, in accordance with the terms of our contract with the Ecology Center to provide tours and educational sessions at the MRF:

III. Services

- A. *The Contractor agrees to provide educational programming services ("Services") as described in Exhibit A attached hereto and incorporated herein. The City retains the right to make changes to the quantities of the service within the general scope of the Agreement at any time by written change order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.*

the City is modifying the scope of the Agreement to reflect the programmatic changes being put into place. This letter shall serve as the confirmation of these modifications to the scope of the Agreement.

RFP No. 865 Appendix A (MRF Education Tours – Scope of Services):

- With respect to Task (2) *Provide 10 monthly MRF Open Houses September-June*, is modified to: "Provide 10 monthly environmentally themed educational Open Houses at the City of Ann Arbor W. R. Wheeler Service Center, 4251 Stone School Road for September 2016 – June 2017."
- Task (3) *Provide classroom and group tours at the City of Ann Arbor's Materials Recovery Facility (MRF)* is now eliminated.
- With respect to Task (4) *Serve as the Primary Clearinghouse for MRF Tour and Open House Information*, references to efforts related to MRF tours are now eliminated, but services in this category for open houses are not eliminated as they will be provided for the Open Houses at the W. R. Wheeler Service Center
- With respect to Task (5) *Administrative Documentation*, all tasks included as administrative documentation related to the MRF tours are eliminated, but administrative documentation related to open houses are not eliminated as they will be provided for the Open Houses at the W. R. Wheeler Service Center.
- Task (6) *Light MRF Education Center Facility Maintenance* is now eliminated.
- Task (9) *Contractor will have access to the MRF Education Center* is now eliminated.

The annual flat fee under the Agreement will be adjusted as provided in Paragraph A of Section III. *Services*. Because the reduction in services is not a matter of simply adding or not conducting a few MRF tours while the remainder of the tasks, including support tasks, remain in place, the (.005 x annual flat fee)/tour calculation in Exhibit B, *Compensation*, (which would result in an adjusted compensation of \$4,784.83) is not an appropriate adjustment under Paragraph A of Section III. *Services*. To reflect the elimination of all services other than those related to the open houses, and because the 10 open houses count as 20 MRF tours under the Agreement, the flat fee for FY16-17 is adjusted to 20/130ths of what would otherwise be the FY16-17 annual flat fee; this results in a flat fee of \$7,361.28 for FY16-17.

If the Ecology Center does not hold 10 open houses, payment will be reduced by \$478.48 (2 x .005 x \$47,848.33) for each open house not held. If the Ecology Center wishes to hold more than 10 open houses, the Ecology Center must get prior approval for each additional open house from the Contract Administrator. Payment for each approved open house above 10 shall be \$478.48.

If the MRF resumes operation before the end of the Ecology Center's Agreement with the City, the City will consider reinstating the classroom and group tours at that time, with an appropriate adjustment of compensation.

We appreciate the flexibility and adaptability of the Ecology Center in working with the City to continue providing this valuable service to the community in light of the changes in the availability of the MRF.

Very truly yours,
CITY OF ANN ARBOR



Cresson Slotten, P.E.
Public Services Area
Systems Planning Manager

Cc: Abigail Elias, Chief Assistant City Attorney
Craig A. Hupy, Public Services Area Administrator
Christina Gomes, Solid Waste and Recycling Program Coordinator
Molly Maciejewski, Field Operations Services Manager

SERVICE AGREEMENT BETWEEN
ECOLOGY CENTER, INC.
AND
CITY OF ANN ARBOR
FOR RECYCLING PLANT TOURS AT
THE MATERIALS RECOVERY FACILITY EDUCATION CENTER

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron, Ann Arbor, Michigan 48104 ("CITY") and Ecology Center, Inc., a Michigan nonprofit having its offices at 339 E. Liberty St., Suite 300, Ann Arbor, Michigan 48104 ("CONTRACTOR"), 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 the Public Services Area.

Contract Administrator means the Solid Waste Coordinator, acting personally or through any assistants authorized by the Administrator/Manager of Public Services Administration/Systems Planning.

Project means public recycling plant tours at the Materials Recovery Facility (MRF) Education Center, 4150 Platt Road, Ann Arbor, MI 48108.

II. DURATION

This agreement shall become effective on July 16, 2013, and shall remain in effect until satisfactory performance of all services or June 30, 2018, whichever occurs first, unless terminated for breach or as provided in this agreement.

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

III. SERVICES

- A. The Contractor agrees to provide educational programming services ("Services") as described in Exhibit A attached hereto and incorporated herein. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.
- B. Quality of Services under this Agreement shall be of the level of 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 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 shall provide services to the City at the City of Ann Arbor's Materials Recovery Facility Education Center, 4150 Platt Road, Ann Arbor, MI 48108.

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. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$232,540.16 over the five year contract.

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. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.

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

V. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.

B. 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.

C. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims,

judgments and expenses including attorney's fees resulting or alleged to result, from any acts or omissions by the Contractor or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. The 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 D; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

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

VIII. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- 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.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.
- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action 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
- B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XI. NOTICE

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

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

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

Ecology Center
339 E. Liberty St., Suite 300
Ann Arbor, MI 48103
Attn: Michael Garfield, Exec. Director

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

City of Ann Arbor
301 E. Huron St., POB 8647
Ann Arbor, Michigan 48107
Attn: Thomas McMurtrie, Solid Waste Coordinator

XII. CHOICE OF LAW

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

XIII. CONFLICT OF INTEREST

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


XIV. SEVERABILITY OF PROVISIONS

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

XV. EXTENT OF AGREEMENT

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 ECOLOGY CENTER, INC.
(CONTRACTOR)


By 
Michael Garfield,
Its: Executive Director

THE CITY OF ANN ARBOR

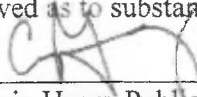
By 
John Hieftje, Mayor

By 
Jacqueline Beaudry, City Clerk

Approved as to substance:

By 
Steven D. Powers, City Administrator

Approved as to substance:

By 
Craig Hupy, Public Services
Area Administrator

Approved as to form

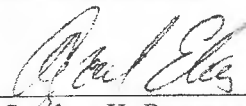
By 
Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide solid waste youth educational services to the City as identified in RFP No. 865 and its proposal dated June 6, 2013, which documents are incorporated by reference and made a part of this Agreement.

It is agreed that for any staff whose job responsibilities involve direct contact with children (youth under the age of 18) Contractor shall have performed a background check, at its expense, which includes at minimum the following:

- FirstWatch -- A comprehensive list of persons including FBI fugitives, US BIS Denied Person Lists, Ineligible firms lists from Work Bank, and US BIS, International Police Most Wanted, State Department Terrorist Exclusions and more.
- FirstCheck - National Criminal History is a comprehensive database search of multiple criminal record sources and provides instant access to around 200 million criminal records, with thousands of new records added each month. Plus, as a value added service to our clients, all potential criminal records are re-verified with the courts at no additional charge to our client.
- County Criminal History - County Criminal History provides criminal history reports from all U.S. counties. Our team of experienced investigators researches and reports back to our clients the most accurate records in our industry.
- Statewide Criminal History - State Criminal History provides criminal history reports from all states where they are available (39 states). Our team of experienced investigators researches and reports back to our clients the most accurate records in our industry.
- Motor Vehicle Registration
- Sex Offender
- SSN trace
- References

Contractor's employees must successfully pass a background check which includes all of the above elements before assignment to City activities. Any employee who fails such a test shall not be assigned or continue to be assigned to City activities.

The City reserves the right to request confirmation of the results of the background check on any employee assigned to City activities.

**EXHIBIT B
COMPENSATION**

Contractor shall be paid an annual flat fee* as follows:

| | |
|--------|-------------------------------|
| Year 1 | \$43,788.00 |
| Year 2 | 3% increase on prior year fee |
| Year 3 | 3% increase on prior year fee |
| Year 4 | 3% increase on prior year fee |
| Year 5 | 3% increase on prior year fee |

*Payments will be adjusted to deduct the pro-rated amount for each tour under 130 provided during each fiscal year. The formula for the per-tour cost is calculated as the annual amount x .005

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

ECOLO-1 OP ID: LH

DATE (MM/DD/YYYY)
08/30/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Kleinschmidt Agency, Inc. 450 South Maple Road Ann Arbor, MI 48103 Julie Armbruster | 734-662-3100 734-662-5379 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): | | | | | | | | | | | | | | |
|---|---|--|-------------------------------|--------|--|-------|---------------------------------------|-------|-------------------------------------|-------|---|--|-------------|--|-------------|--|
| INSURED Ecology Center, Inc. 339 E Liberty St., Ste. 300 Ann Arbor, MI 48104 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Hartford Casualty Ins Co</td> <td>29424</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Co.</td> <td>18988</td> </tr> <tr> <td>INSURER C : Citizens of the Midwest</td> <td>10395</td> </tr> <tr> <td>INSURER D : National Union Fire Insurance</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : The Hartford Casualty Ins Co | 29424 | INSURER B : Auto-Owners Insurance Co. | 18988 | INSURER C : Citizens of the Midwest | 10395 | INSURER D : National Union Fire Insurance | | INSURER E : | | INSURER F : | |
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| INSURER A : The Hartford Casualty Ins Co | 29424 | | | | | | | | | | | | | | | |
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| INSURER C : Citizens of the Midwest | 10395 | | | | | | | | | | | | | | | |
| INSURER D : National Union Fire Insurance | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| NSR LTR | TYPE OF INSURANCE | ADDL. SUBR. NSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|--|---|---------------|-------------------------|-------------------------|---|
| GENERAL LIABILITY | | | | | | |
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | 14691101 | 01/18/13 | 01/18/14 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| C | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | AWH8797097 | 07/16/13 | 07/16/14 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | 4959025100 | 08/30/13 | 08/30/14 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| DED RETENTION \$ | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y / <input type="checkbox"/> N | 35WECRC2025 | 07/24/13 | 07/24/14 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| D | Directors & Office | | 042936913 | 02/07/13 | 02/07/14 | Liability \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Ann Arbor is shown as additional insured with respect to the general liability policy and the automobile policy.

| | |
|--|--|
| CERTIFICATE HOLDER CITY OF ANN ARBOR ATTN: TOM MCMURTRIE 100 N. 5TH AVE ANN ARBOR, MI 48104 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| | |
|---------------------------------------|--|
| Endorsement Effective: 7/16/2013 | Countersigned By:  (Authorized Representative) |
| Named Insured: Ecology Center, Inc | |

SCHEDULE

| |
|--|
| Name of Person(s) or Organization(s): CITY OF ANN ARBOR 100 N 5TH AVE ANN ARBOR MI 48104 |
|--|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

BUSINESS AUTO POLICY RENEWAL DECLARATIONS

1H

RENEWAL OF: AWH 8797097

| Policy Number | Policy Period From To | Coverage is Provided in the | Agency Code |
|----------------|--------------------------|---------------------------------|-------------|
| AWH-8797097-03 | 07/16/2013 07/16/2014 | ALLMERICA FINANCIAL BENEFIT INS | 0300669 |

ITEM ONE: Named Insured and Address

 ECOLOGY CENTER INC
 339 E LIBERTY ST., STE. 200
 ANN ARBOR MI 48104

Agent

 Telephone: 734-662-3100
 KLEINSCHMIDT AGENCY INC
 450 S. MAPLE RD.
 ANN ARBOR, MI 48103

MISCELLANEOUS COVERAGES

| VEHICLE | STATE | TERR | CLASS CODE | ZONE | COST NEW | TAX LOCATION | EXPOSURE | VIN |
|---------|-------|------|------------|------|----------|--------------|----------|------|
| 951 | MI | 030 | 9990 | | 000000 | 00000 | 0000012 | NONE |

COVERAGE DESCRIPTION:

ADDITIONAL INSURED-CA2048

(CITY OF ANN ARBOR)

| ANNUAL PREMIUMS | COVERAGE | LIMITS |
|-----------------|--------------|-------------|
| \$75.00 | SINGLE LIMIT | \$1,000,000 |
| \$75.00 | TOTAL | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| City of Ann Arbor 100 N. 5 th Ave. Ann Arbor, MI 48104 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

- A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

- B. The following is added to SECTION III - LIMITS OF INSURANCE:

The limits of liability for the additional insured are those specified in the written contract or agreement between the insured and the designated person or organization, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.



City of Ann Arbor

301 E. Huron St.
Ann Arbor, MI 48104
[http://a2gov.legistar.com/
Calendar.aspx](http://a2gov.legistar.com/Calendar.aspx)

Council Action

Resolution: R-13-228

File Number: 13-0737

Enactment Number: R-13-228

Resolution to Approve a MRF Education Center Tour Contract with Ecology Center, Inc. (\$43,788.00/year)

Whereas, It is the City's responsibility to manage and reduce the solid waste stream in a cost-effective, service-oriented, and environmentally responsible manner and to promote water quality protection;

Whereas, To increase the volume of recyclables diverted from the waste stream and keep the recovered materials relatively free of contaminants, the City engages in cost-effective solid waste education measures to increase community understanding and compliance;

Whereas, The City is required by the MDNR to engage in source water protection educational efforts;

Whereas, To address the educational needs of the community with regards to recycling and waste reduction options, the City issued a Request for Proposals in May 2013, reviewed by a committee representing Ann Arbor school teachers, County staff and the City;

Whereas, The Ecology Center was the lowest responsible bidder;

Whereas, The proposal document specified the services to be provided for three years with the option of an additional two-year extension at the same rate and with the continuation of services in the second through fifth years being dependent on the availability of funding in the budgets for those years;

Whereas, Funds for youth environmental educational services have been budgeted in the solid waste enterprise fund (covering 60%) and the water utilities enterprise fund (covering 40%), both within the Public Services Area approved FY2014 operation and maintenance budget, with proportional increases from each of the funding sources to be proposed in subsequent budget years; and

Whereas, Living Wage approval for Ecology Center, Inc., was received on April 16, 2013, and Human Rights approval was received on August 21, 2012;

RESOLVED, That City Council approve a contract with Ecology Center, Inc., for five years for solid waste youth educational services as identified in RFP #865 in the amount of \$43,788.00/year for the first year and with a 3% increase in the amount per year in each of years two through five with continuation of the contract in the second through fifth years to depend on the availability of funding in the budgets for those years; and

RESOLVED, That the Mayor and Clerk be authorized and directed to execute this renewal agreement after approval as to substance by the City Administrator and approval as to form by the City Attorney; and

RESOLVED, That the City Administrator be authorized to take the necessary actions to implement this resolution.

At a meeting of the City Council on 07/15/2013, a motion was made by Jane Lumm, seconded by Chuck Warpehoski, that this Resolution R-13-228 be Approved. The motion passed.

**RFP #865 City of Ann Arbor MRF Education Center Tours
ECOLOGY CENTER PROPOSAL BUDGET**

| Personnel | | | Total | |
|---------------------------------|-------|--------|------------------|---------------------|
| Education Director | | | | |
| .25x10 mos | \$ | 14,167 | \$ | 14,167 |
| Educator | | | | |
| Hourly rate | | #hours | | |
| \$ | 17.50 | 800 | \$ | 14,000 |
| \$ | | | \$ | 14,000 |
| Executive Director | | | | |
| .02x10 mos | \$ | 1,380 | \$ | 1,380 |
| | | | | |
| Supplies | | | | |
| MRF open houses | | | | |
| Paper making | \$ | 20 | | |
| Composting | \$ | 50 | | |
| Crafts | \$ | 150 | | |
| MRF tours | | | | |
| Various | \$ | 100 | | |
| | \$ | 320 | \$ | 320 |
| | | | | |
| Website maintenance/year | | | | |
| Professional IT tech support | \$ | 750 | | |
| Biweekly updates | \$ | 400 | | |
| | \$ | 1,150 | \$ | 1,150 |
| | | | | |
| 500 Brochures/year | | | | |
| Design & updates | \$ | 500 | | |
| Print 500 (double sided color) | \$ | 100 | | |
| Distribution (postagex150) | \$ | 70 | | |
| | \$ | 670 | \$ | 670 |
| | | | \$ | 31,687 |
| | | | | |
| Administrative costs | | | \$ | 4,753.00 |
| | | | | |
| TOTAL | | | \$ 36,440 | 182.20 cost/program |
| | | | | |
| 2nd year | | | \$ 37,533 | 187.66 cost/program |
| | | | | |
| 3rd year | | | \$ 38,659 | 193.29 cost/program |

BONUS SECTION D BUDGET PROPOSAL

| | | | | |
|---|----|-------|--|--|
| Develop Program Extensions/ZW Workshops | \$ | 2,000 | (Ed Director 0.1 FTE for 1 month; Educator \$17.5/hr for ~80hrs) | |
| Zero Waste Community Trainings | \$ | 360 | (2 workshops @ \$180/ea) | |
| Program Kits/Workshop Materials | \$ | 600 | (Books, bins, 6 sets of materials for student groups, zero waste supplies etc) | |
| Promotion/Printing Costs | \$ | 300 | (design, printing, mailing of \$150 brochures) | |
| Estimated Total: | \$ | 3,260 | | |

**APPENDIX B:
Price Proposal Form**

The completed Price Proposal Form is to be sealed and submitted in a separate envelope, apart from the remainder of the proposal.

- (A) Provide 10 monthly Saturday MRF Open Houses, Sept. through June, with 2 staff (from 10-Noon; may require a second session from 11:30-12:30). Provide supplies for all open house themes (e.g., paper-making, composting, crafts). Each Open House counts as two tours. (Each Open House counts as 2 "tours"; 20 tours/year)
- (B) Provide 70 MRF 60-90 minuted classroom or group tours, as formulated in the Scope of Services. Provide supplies for all MRF tour activities (e.g., paper-making, composting). (Excludes Open House tours.)
- (C) Provide administrative support for contract management (quarterly and annual reports and meetings, provision of teacher evaluations). Maintain year-round MRF tour website information. Provide e-mail and phone response (2-3 weekday response to teachers/group leaders for tours, and reminders of tours 2-5 days in advance of visit). Provide light maintenance of the MRF Education Center. Design, print, distribute 500 open house brochures/year.

1. Annual cost for provision of basic services (A, B, C above) \$36,500/year*

***Formula for payment adjustment for number of MRF tours/year provided by Contractor: .5% x #1 (above) = per tour cost.** Example: if the response to #1 is \$30,000, the per tour cost is calculated as \$30,000 x .005 = \$150 per tour. The City would pay the Contractor \$150 for every tour over 90/year (maximum 40 extra tours/130 total). The City would deduct from the Contractor's payment \$150/tour for every tour under 90/year.

2. Annual contract increase (not to exceed 3% per year) 3 %

3. Proposals Cost(s) for optional programs as detailed on proposal \$3,200/year
Additional price sheet may be attached to Appendix B.

Name of Respondent
Organization
Date

Michelle Lyell
Ecology Center
6/06/13

REQUEST FOR PROPOSAL
MRF EDUCATION CENTER TOURS

RFP No. 865



Proposal Due Date: Friday, May 31, 2013 by 2:00 P.M.

Issued by:
City of Ann Arbor, Michigan
Procurement Unit
301 E Huron St
Ann Arbor, MI 48107-8647

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ATTACHMENT A SAMPLE PROFESSIONAL SERVICES AGREEMENT28

**SECTION I
INSTRUCTIONS TO RESPONDENTS**

A. OBJECTIVE

The purpose of this Request For Proposal (RFP) is to obtain quotations for the development and provision of educational programs that support tours of the City of Ann Arbor's Materials Recovery Facility (MRF), 4150 Platt Road, Ann Arbor, MI 48108. The intent of the contract is to provide the public with opportunities to see how recyclables are processed and learn ways to reduce, reuse, recycle, compost, and conserve resources as consistent with the City's solid waste management strategy, updated 2013. The contractor will provide monthly Saturday open houses from September through June, and a minimum of 90 group tours, total, each fiscal year. **The term of the contract is from the day after ratification of the contract by City Council (estimated July 2013) through June 30, 2016 with a two-year extension available through June 30, 2018.**

B. PRE-PROPOSAL MEETING

A pre-proposal meeting for this project will be held on Tuesday, May 21, 2013 at 10:00 a.m. in the MRF Education Center, 4150 Platt Road, Ann Arbor, MI 48108 (Map at www.a2gov.org/mrf) not be held. The meeting is anticipated to be 1 1/2 hrs in length. A brief tour of the MRF facility will be conducted. Attendance at the meeting is highly recommended. No individual appointments/MRP tours subsequent to the pre-proposal meeting will be scheduled. The purpose of this meeting is to discuss the requested services with prospective respondents and to answer any questions concerning the RFP. Questions regarding the RFP process or the technical content of the RFP after the date of the pre-proposal meeting must be directed to the individuals referenced below.

C. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS

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

All questions must be submitted on or before Wednesday, May 22, 2013 by 5:00 P.M. and should be addressed as follows:

Scope of Work/Proposal Content questions emailed to Nancy Stone, Public Services Communications Liaison at nstone@a2gov.org.

RFP Process and HR Compliance questions to Karen Lancaster, Finance Director at klancaster@a2gov.org

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity,

inconsistency or omission therein. The Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to .

All requests for Clarification are due on or before Wednesday, May 22, 2013 by 5:00 P.M.

D. **ADDENDUM**

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

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

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

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

E. **PROPOSAL TERMS AND REQUIREMENTS**

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

Proposals must be signed in ink by an official authorized to bind the Respondent to its provisions for at least a period of ninety (90) days from the due date of this RFP. Failure of the successful respondent to accept the obligation of the contract may result in the cancellation of any award.

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

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. The total submittal shall not be more than 40 (forty) pages, with material on two sides of each page. Proposals should not include any plastic covers, binders, or other non-recyclable materials. Fee proposals must be submitted in a

separate sealed envelope at the same time. All envelopes for technical proposal and separate fee proposals must be clearly marked "**City of Ann Arbor MRF Education Center Tours - RFP # 865**"

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

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

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

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

F. **PROPOSAL SUBMISSION**

All Proposals are due and must be delivered to the City Procurement Unit on or before **Friday, May 31, 2013 by 2:00 P.M. (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and four (4) additional Proposal copies printed on EPA-recommended recycled paper (minimum 30% post-consumer recycled). Two (2) copies of the Proposal Fee shall be submitted in a separate sealed envelope contained within the Respondents sealed proposal. Proposal submitted must be clearly marked: **RFP No. 865 City of Ann Arbor MRF Education Center Tours and list Respondents name and address.**

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Proposals received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Proposals will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m

Monday through Friday, excluding Holidays. The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single Respondent; however, additional time may be granted to all Respondents when the City determines that circumstances warrant it.

A Proposal will be disqualified if the Fee Proposal is not contained within a separate sealed envelope.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section III. The evaluation will be completed by a selection committee of staff from the City of Ann Arbor Public Services Area.

At the initial evaluation, the fee proposals will not be reviewed. The fee proposal will only be opened for the top scored respondents. After initial evaluation, the City will determine which, if any, respondents will be interviewed. During the interviews, the selected company will be given the opportunity to discuss in more detail their proposal, qualifications, past experience, and their fee proposal. The City of Ann Arbor further reserves the right to interview key personnel assigned by the respondents selected for interview to this project.

H. INTERVIEW

The City has the right to request interviews with selected Respondents when necessary. The selected Respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 3 members total. The interview shall consist of a presentation by the Respondent, including the person who will be the project manager on this Contract, followed by questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.

If the City chooses to interview any respondents, the interviews will be held the week of Week of June 10, 2013. Respondents selected for interview will be expected to be available that week.

I. TYPE OF CONTRACT

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

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

J. COST LIABILITY

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

K. SCHEDULE

The following is the solicitation schedule for this procurement.

| Activity/Event | Anticipated Date |
|---|-------------------------|
| Pre-Proposal Meeting | May 21, 2013 |
| Proposal Due Date | May 31, 2013 |
| Interview Contractors | June 10-17, 2013 |
| Contractor Selection/Negotiate Scope of Professional Services Agreement (PSA) | June 17-28, 2013 |
| Contract Award | July 1, 2013 |

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

L. AWARD PROTEST

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

M. DEBARMENT

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. SUBCONTRACTORS

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

O. HUMAN RIGHTS INFORMATION

The City's standard Services Agreement, outlines the requirements for fair employment practices under City of Ann Arbor contracts. To establish compliance with this requirement, the Respondent should complete and return with its proposal completed copies of the Human Rights Division

Contract compliance forms should be submitted with proposal. In event they are not, the respondent will have 24 hours from the City's request to return completed forms.

P. LIVING WAGE REQUIREMENT

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

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

Q. INDEPENDENT FEE DETERMINATION

1 By submission of a proposal, the respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

a) They have arrived at the fees in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal respondent or with any competitor.

- b) Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other prospective respondent or to any competitor.
 - c) No attempt has been made or shall be made by the proposal respondent to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 - d) Each person signing the proposal certifies that she or he is the person in the proposal respondent's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a), b), or c) above.
2. A proposal will not be considered for award if the sense of the statement required in the Fee Analysis portion of the proposal has been altered so as to delete or modify 1.a), c), or 2 above. If 1.b) has been modified or deleted, the proposal will not be considered for award unless the respondent furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

R. RESERVATION OF RIGHTS

- 1. The City of Ann Arbor reserves the right to accept any Proposal or alternative Proposal proposed in whole or in part, to reject any or all Proposals or alternatives Proposals in whole or in part and to waive irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.
- 2. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within the RFP.
- 3. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or that a revised scope be implemented.

SECTION II BACKGROUND AND SCOPE OF WORK

A. Background

Since 1988 the City of Ann Arbor's solid waste management plans have championed waste reduction for all sectors of the community. Ann Arbor residents, businesses, and individuals/communities outside the city limits may access the city's range of solid waste services including the Materials Recovery Facility (MRF), Compost Center, Waste Transfer Station, and Recycle Ann Arbor's Drop-Off Station. Efforts to reduce landfilled waste—through promoting reuse, recycling, composting, waste prevention, and toxics reduction—provide benefits to protect the air, water, soil, wildlife, and public health. Diverting wastes from landfills also provides economic benefits. Waste reduction, reuse, recycling and composting are activities that generally cost less than landfilling, create jobs, conserve energy, and avoid costly cleanup efforts.

Since 1995 the MRF Education Center programs have been available and provided at no charge to Ann Arbor residents and businesses as well as to potential customers from other school districts and communities.

It is easy for people to “mindlessly” treat all wastes as landfilled trash instead of being motivated and knowledgeable on how to prepare and separate wastes as resources. Even avid recyclers and composters benefit from seeing first-hand how Ann Arbor's solid wastes are managed for waste reduction, recycling, and composting. The MRF Education Center programs provide the public with opportunities to visit an operating recycling plant, learn ways to reduce wastes, and support a more sustainable future for our community.

B. Objectives

The objectives of this RFP are to promote, coordinate, provide and evaluate effective programs for pre-scheduled groups tours and monthly Saturday public open houses at the City of Ann Arbor's Materials Recovery Facility (MRF) Education Center. The MRF programs provide visitors with first-hand experiences of Ann Arbor's recycling process and support the City's overall zero waste goals. The outcomes of this contract are measured by the Contractor's quarterly meetings and reports, teacher evaluations, and periodic Contract Administrator presentation audits.

C. Scope of Work

The work under this Contract shall consist of the items contained in the Appendix A and shall include all the supervision, materials, equipment, documentation, labor and all other items necessary to complete work in accordance with the Contract Documents. The term of the contract is anticipated to be from July 1, 2013 through June 30, 2016 (3 years) with an option to a 2-year renewal (to June 30, 2018).

D.

Conditions

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the request for proposal. Proposers shall thoroughly examine and be familiar with the specifications.

The failure or omission of any proposer to receive or examine any form, instrument, addendum, or other document or to acquaint themselves with conditions there existing shall in no way relieve them from any obligation with respect to its bid or to the contract.

The contractor, as such and as proposer, shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under whatever conditions it may encounter or create without extra cost to the City.

All applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and the same as though herein written out in full.

Section III
Minimum Information Required

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

- 5 printed copies of the Proposal
- 2 copies of the FEE Proposal in a separate sealed envelope labeled FEE PROPOSAL

The City reserves the right to not consider any proposal which is determined to be unresponsive or deficient in any of the information requested for evaluation.

Respondents should organize their proposals in the following sections including all requested information. The Selection Committee will evaluate each proposal by the criteria described based on the point system 110 points.

A. PROFESSIONAL QUALIFICATIONS -- 25 points

1. Corporate Organization: State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Corporate History: State history of the organization, in terms of length of existence, type of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
3. Management Qualifications: Include brief resumes of organization's director, project staff involved in curriculum development, program presentations, classroom scheduling, reporting and bookkeeping.
4. Contract Manager: Identify the individual who will be the primary contact responsible for administration of this contract for the organization.
5. Financial Qualifications: Demonstrate the organization's overall fiscal integrity and fiscal capability to assure contract performance. Last fiscal audit or annual report are acceptable as documentation.
6. Safety Record: Describe the organization's on-the-job safety record.
7. Violation Record: Identify any pending claims against the organization and prior determinations against the organization within the last 5 years of violations of any environmental or safety laws, ordinances, or regulations. For purposes of this disclosure, the organization shall be defined as the respondent company, its officers, employees and authorized agents..

B. PAST INVOLVEMENT WITH SIMILAR PROJECTS; REFERENCES -- 15 points

State in succinct terms (~ 150 words) respondent's ability to coordinate the City of Ann Arbor's Materials Recovery Facility Education Center.

The written proposal must include a list of specific experience in performing the similar services. The proposal should also indicate the ability to provide similar services within the

budgeted amounts delivered/currently being delivered. Please provide 3 letters of reference based on previous performance with similar programs. References may be contacted by the RFP Selection Committee.

C. PROPOSED WORK PLAN - 40 points

A detailed work plan is to be presented which lists all tasks determined to be necessary to accomplish the work of the project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section II of the RFP. The work plan shall define resources needed for each task (title and person hours) and staff persons completing the project element tasks.

Describe in a narrative form your plan for accomplishing the objectives for the programs listed in Appendix A. Applicants should provide a clear explanation of the work plan including:

- i. Contractor's qualifications in solid waste management. Why would Ann Arbor select this organization to represent the City's solid waste programs to the public?
- ii. Contractor's experience in developing and conducting educational programs for a range of ages. Attach 1-2 sample environmental curricula or program summaries. (Please note that staff resumes are to be provided in section D below.)
- iii. Strategy to manage requests and schedule MRF tours and open houses in a timely and service-oriented manner. What phone and e-mail support and staffing will be available to this project? How will Contractor provide a 2-3 workday response to requests? Tour schedule availability: Please specify if there are any constraints to scheduling MRF Education Center tours on any non-holiday weekdays, year-round.
- iv. Strategy to promote MRF educational programs to the public. What web support will be available to promote the MRF programs? How will the Contractor design and distribute 500 open house and tour brochures/year? (The City's Communications Office can issue Contractor-written press releases to local media and Web-subscribers on a monthly or as-needed basis.)
- v. Methods to evaluate quality of presentations and materials. What program evaluation tools will be implemented? How will the City's Contract Administrator receive evaluations from visiting groups?
- vi. Strategy for training and oversight of MRF tour guides. Describe the protocol for developing "speaking points" for presentations and how to handle visitor questions that will require additional research (and MRF or City confirmation) before e-mailing back to the group leader with an answer and adding to the program's talking points. Provide confirmation that the Contractor's representatives will be available for a minimum of three, 6-hour training days with City staff during the summer of 2013.

Additional service elements suggested by the respondent are to be included in the work plan and identified as respondent-suggested elements (see Bonus Points below).

Identify all of those, if any, who will be subcontracted to assist you with these services, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main respondent. In addition, subcontractors must indicate their capability and willingness to carry out the work in a written letter of support executed by an officer of the subcontracting company.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

D. BONUS POINTS – 10 points

A Respondent may propose additional programs that could be offered through the MRF Education Center over the next three years that would enhance the key components of the City's new Solid Waste Resource Plan 2013-2017, such as reducing food waste, increasing residential and commercial recycling participation, home composting, zero waste philosophy, etc.

E. FEE SCHEDULE – 20 points

Fee quotations shall be submitted in a separate sealed envelope with the proposal. Fee quotations must be presented on the Price Proposal Form included as Appendix B. The fee quotation is to relate in detail to each item of the proposed work plan, including the respondent-suggested project elements and respondent-suggested contingencies, if any. Any respondent selected to be interviewed shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, and how the overhead rate is derived

The proposed fee must detail the costs for each of the tasks and is recommended to itemize costs of major individual components. The fee proposed must include the total estimated cost for the project, when it is 100% completed. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. A sample of the standard Professional Services Agreement is included in Section IV of this RFP.

Fee proposals will only be opened for the firms that are going to be interviewed.

F. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

G. APPENDICES

Complete and submit with the proposal the Living Wage Declaration form and Contract Compliance forms which have been included in this RFP.

H. PROPOSAL EVALUATION

The Selection Committee will evaluate each proposal by the above-described criteria (A through D) and point system, to select the respondents to be interviewed (if any) . . . A proposal with all the requested information does not guarantee the respondent to be a candidate for an interview

If the City elects to conduct interviews, after the respondents have been selected, the Committee will evaluate criteria E for each selected firm and may re-evaluate criteria C & D based upon knowledge of the fee proposals for the selected respondents. The Committee will contact references to verify material submitted by the respondents. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Proposal, or a revised scope.

The Selection Committee will then schedule interviews with the respondents selected to be interviewed. The respondents selected for interview will be given the opportunity to discuss in more detail their proposals, qualifications, past experience, proposed work plan and their fee proposal.

The interviews may include up to thirty minutes of presentation by the respondent, followed by approximately no more than thirty minutes of questions and answers. The respondent's interview team shall consist of no more than three representatives of the Respondent's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. The Selection Committee may record the interviews.

The respondents interviewed may be re-evaluated by the above criteria (A through E), following the interviews and an adjustment to scoring will be made if appropriate.

After evaluation of the proposals, if the City is satisfied with the methodology and qualifications of the number one ranked respondent, the City shall seek to enter into a Contract with that respondent. If the City cannot reach agreement with the number one-ranked respondent within a 30-day time frame, the City may go to the next ranked respondent, and so on, until an agreement can be reached.

The City may reject all proposals if they are determined to be unsuitable by the selection committee.



City of Ann Arbor

Recycling Plant

Directions to the MRF

The Materials Recovery Facility (MRF)

is located at 4150 Platt Rd, just south of Ellsworth Rd. The entrance has a large sign: Wheeler Service Center.

The MRF is a large, blue building, one mile past the entrance. Park next to the building and join us upstairs in the Education Center.

From I-94: Go south from Exit #177 (State St.) Turn Left at the third signal (Ellsworth Rd.) Travel 2 miles to turn right onto Platt Rd. Enter Wheeler Service Center on right and follow the paved road 1 mile to the MRF.

From US-23: Exit westbound US-12 (Michigan Ave.) toward Saline. Turn right at Platt Rd. Travel 2 miles and enter the Wheeler Service Center on the left. Follow the paved road 1 mile to the MRF.



ENTER HERE (off Platt)
WHEELER SERVICE CENTER

WEEKDAY Materials Recovery Facility (MRF)

Group Tours

Interested groups of 10+ may also schedule a weekday tour during normal business hours, September to June. Tours last 60-90 minutes and can be tailored to all ages. Children under 6 are not permitted on the MRF floor tour portion. To schedule a program or for more details contact:

Laura Holliday
laura@ecocenter.org
734.369.9272

Closed-toe shoes and long pants required for recycling plant floor tours.



Join us at the City of Ann Arbor's Material Recovery Facility to learn more about our recycling program. All scheduled tours and open houses events are free with activities for people of all ages!



Tours & Open Houses

- Guided tours of the recycling plant floor
- Rotating themes and activities every month

www.a2gov.org/mrf

SATURDAY OPEN HOUSE SCHEDULE

All open houses include an optional activity and recycling plant floor tours. Groups of 5 + must pre-register. All visitors must pre-register* for certain activities as listed. Unless otherwise noted, open houses are free and materials are provided. Children under 6 are not permitted on the MRF floor tours. Closed-toe shoes and long pants required for recycling plant floor tours.

SEPTEMBER 14, 2013

Re3+C

Learn about the 3 Rs (reduce, reuse, recycle) & C (compost) through stories, songs, and a papermaking activity.

Groups pre-reg *Program at 10 & 11:30



OCTOBER 12, 2013

Nature Recycles

Explore the world of decomposers and learn how to make a compost pile.

Groups pre-reg* Program at 10 & 11:30

NOVEMBER 16, 2013

America Recycles Day

Celebrate America Recycles Day by ...tbd once theme is released (July '13).

Groups pre-reg * Program at 10 & 11:30

DECEMBER 14, 2013

Recycled Paper-Making

Learn how paper is remade and try it our yourself. Bring home a beautiful, hand-crafted sheet of recycled paper.

Groups pre-reg * Open 10am-Noon

JANUARY 11, 2014

Robot Recycling Craft

Make your very own recycling robot by reusing colorful craft scraps.

Groups pre-reg * Open 10am-Noon



FEBRUARY 8, 2014

Make Some Music

Create your own musical instrument from garbage. Join in on making some sounds with special guest Rap for Food.

All pre-reg* Open 10am-Noon



MARCH 8, 2014

C-C-C-COMPOST

Come see how leaves & yard clippings turn to compost. Guests leave with a sample of compost.

Groups pre-reg *Program at 10 & 11:30

APRIL 19, 2014

Celebrate Earth Day

Join us in celebrating Earth Day by...(tbd once theme is released).

Groups pre-reg *Open 10am-Noon

MAY 10, 2014

Newspaper Pots

Spring is a great time to start your garden! Celebrate by turning old newspaper into plant pots.

Groups pre-reg * Open 10am-Noon

JUNE 14, 2014

Wonderful Windsocks

Celebrate summer by creating a windsock using colorful surplus hot air balloon fabric.

Groups pre-reg * Open 10am-Noon



www.ecocenter.org/mrf

To pre-register or for questions: Laura Holladay 734.369.9272 laura@ecocenter.org



ECOLOGY CENTER
NOTES TO FINANCIAL STATEMENTS

NOTE K – ENDOWMENT, continued

Spending Policy and How the Investment Objectives Relate to Spending Policy

The Ecology Center annually transfers funds from its endowment to its general fund in an amount equal to 4% of at least the twice-a-year average balance for the past four years. The amount will be measured on at least an "8-point/4-year" average. This average refers to the value of the endowment at 8 points (semi-annually) over the previous four years. If the quarterly values (16 points) for the last four years could be obtained easily, that would be preferable in making the calculation.

Transfers will not be made if doing so would bring the account value below the original permanently restricted endowment investment amount. Also, the director and/or board may opt out of this annual transfer if the account value has recently fallen and/or for any other reason that is deemed to be in the best interests of the Ecology Center and/or the endowment principle in the account.

This is consistent with the organization's objective to maintain the purchasing power of the endowment assets held in perpetuity as well as to provide additional real growth through new gifts.

NOTE H - CONCENTRATIONS

Concentration of Credit Risk

Cash accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank. At December 31, 2012, Ecology Center's cash balances did not exceed the FDIC insurance limit. Ecology Center also had \$238,995 invested in money market accounts. These accounts are not covered by FDIC insurance, and are subject to the market risks associated with the various accounts' specific investments and general market conditions.

Employees

Thirteen employees are covered by a collective bargaining agreement with the United Auto Workers Union.

NOTE I - LEASES

Ecology Center leases its office space in Ann Arbor under a seven-year lease ending in 2018. The lease includes one five-year renewal option. Payments for the subsequent five years are as follows: \$98,027 in 2013, \$99,980 in 2014, \$101,976 in 2015, \$104,013 in 2016 and \$106,086 in 2017.

Ecology Center also leases office space in Detroit under a month to month lease with monthly payments of \$408. Rental expense under these leases was \$109,011 and \$84,967 in 2012 and 2011, respectively.

NOTE J - ENDOWMENT

Ecology Center's endowment consists of three individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

Ecology Center has interpreted the Uniform Management of Institutional Funds Act as requiring the preservation of the historical dollar value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, Ecology Center classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

Endowment Composition by Type of Fund

The following schedule summarizes the endowment net asset composition by type of fund as of December 31, 2012.

| | Permanently | | Total |
|----------------------------------|-------------------|------------------|-------------------|
| | Unrestricted | Restricted | |
| Donor-restricted endowment funds | \$ - | \$ 52,487 | \$ 52,487 |
| Board-designated funds | \$ 128,903 | - | \$ 128,903 |
| Total funds | \$ 128,903 | \$ 52,487 | \$ 181,390 |

NOTE K - ENDOWMENT, continued

The following schedule summarizes the endowment net asset composition by type of fund as of December 31, 2011:

| | Permanently | | Total |
|----------------------------------|-------------------|------------------|-------------------|
| | Unrestricted | Restricted | |
| Donor-restricted endowment funds | \$ - | \$ 52,487 | \$ 52,487 |
| Board-designated funds | \$ 116,312 | - | \$ 116,312 |
| Total funds | \$ 116,312 | \$ 52,487 | \$ 168,799 |

Change in Endowment Net Assets

The changes in endowment net assets for the years ended December 31, 2012 are presented in the following schedule:

| | Permanently | | Total |
|---|-------------------|------------------|-------------------|
| | Unrestricted | Restricted | |
| Net assets, beginning of the year | 10,550 | - | 10,550 |
| Net appreciation / (depreciation) (realized and unrealized) | 6,156 | - | 6,156 |
| Contributions | (4,115) | - | (4,115) |
| Other changes | 128,903 | 52,487 | 181,390 |
| Net assets, end of year | \$ 128,903 | \$ 52,487 | \$ 181,390 |

The changes in endowment net assets for the years ended December 31, 2011 are presented in the following schedule:

| | Permanently | | Total |
|---|-------------------|------------------|-------------------|
| | Unrestricted | Restricted | |
| Net assets, beginning of the year | \$ 115,778 | \$ 52,487 | \$ 168,265 |
| Net appreciation / (depreciation) (realized and unrealized) | 534 | - | 534 |
| Contributions | - | - | - |
| Other changes | - | - | - |
| Net assets, end of year | \$ 116,312 | \$ 52,487 | \$ 168,799 |

Return Objectives and Risk Parameters

Ecology Center has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Ecology Center must hold in perpetuity.

Under this policy, as approved by the Board of Directors, Ecology Center's goal is to earn a stable and predictable amount of current income from the endowment, while reinvesting additional interest in years when Ecology Center's investments do well.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, Ecology Center relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Ecology Center targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

NOTE D - RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes at December 31,

| | 2012 | 2011 |
|-------------------|-------------------|-------------------|
| Restricted grants | 470,631 | 732,875 |
| | <u>\$ 470,631</u> | <u>\$ 732,875</u> |

Permanently restricted and unrestricted board designated net assets are as follows:

| | 2012 | | 2011 | |
|----------------------------------|-------------------|------------------------|-------------------|------------------------|
| | Board Designated | Permanently Restricted | Board Designated | Permanently Restricted |
| Ecology Center Endowment Fund | \$ 73,406 | \$ 47,487 | \$ 63,770 | \$ 47,487 |
| Marilyn Thayer Library Endowment | 4,252 | 5,000 | 3,339 | 5,000 |
| Mary Beth Doyle Memorial Fund | 51,243 | - | 49,203 | - |
| | <u>\$ 128,903</u> | <u>\$ 52,487</u> | <u>\$ 116,312</u> | <u>\$ 52,487</u> |

NOTE E - FIXED ASSETS

Fixed assets consist of the following:

| | 2012 | 2011 |
|-------------------------------|-------------------|-------------------|
| Leasehold improvements | \$ 125,568 | \$ 125,568 |
| Office equipment | 68,854 | 81,926 |
| Vehicles | 11,825 | 11,825 |
| | <u>206,247</u> | <u>219,319</u> |
| Less accumulated depreciation | <u>(56,722)</u> | <u>(53,966)</u> |
| | <u>\$ 149,525</u> | <u>\$ 165,353</u> |

Depreciation expense for the years was \$17,209 and \$12,421 for 2012 and 2011, respectively.

NOTE F - RETIREMENT PLAN

Ecology Center has established a Tax Sheltered Annuity Plan under Section 403(b) of the Internal Revenue Code for all eligible employees. Employees can elect to defer a portion of their wages under the requirements of the Internal Revenue Code. Ecology Center will match 200% of the employee's contribution, not to exceed 5% of the employee's compensation, to be paid no later than 60 days after year-end. For 2012 and 2011, expense under the retirement plan was \$32,721 and \$34,639, respectively.

NOTE G - RELATED PARTY TRANSACTIONS

Ecology Center is the sole member of Recycle Ann Arbor (RAA) and, as outlined in RAA's bylaws, has the right to appoint a majority of the members of RAA's Board of Directors. Amounts invoiced to RAA for various services and reimbursement of expenses totaled \$500 and \$51,810 in 2012 and 2011, respectively.

Ecology Center is also the sole member of Energy Works Michigan (EWM) and, as outlined in EWM's bylaws, has the right to appoint a majority of the members of EWM's Board of Directors. Amounts invoiced to EWM for various services and reimbursement of expenses totaled \$8,340 and \$114,746 in 2012 and 2011, respectively.

See independent auditor's report

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Subsequent Events
Management considers all unconditional promises to give fully collectible. Payments are expected within one year. The present value adjustment is considered to be insignificant.

NOTE B - CONTRIBUTIONS RECEIVABLE

Long-term investments are stated at fair value and consist of a mix of mutual funds and stock. All investments are uninsured and are not used as collateral. Investments are stated at December 31, as follows:

INVESTMENTS
Long-term investments are stated at fair value and consist of a mix of mutual funds and stock. All investments are uninsured and are not used as collateral. Investments are stated at December 31, as follows:

| | 2012 | | 2011 | |
|------------------|-------------------|------------------|------------|------------|
| | Fair Value | Fair Value | Fair Value | Fair Value |
| Stock | \$ 1,070 | \$ 1,022 | | |
| Mutual Funds | | | | |
| Neuberger Berman | 44,511 | 40,119 | | |
| Domini | 28,549 | 23,846 | | |
| Pax World | 34,087 | 30,831 | | |
| | <u>\$ 106,217</u> | <u>\$ 95,618</u> | | |

The fair value of stock is determined by reference to published exchange values. Mutual funds are valued at the net asset value provided by the investment manager, which is the value that would be received if the funds were redeemed at the financial statement date.

All investments are classified as Level 1 in the fair value hierarchy established in FASB ASC 820 *Fair Value Measurements and Disclosures*. Fair values for Level 1 assets are taken from quoted prices in active markets.

Investment return is not restricted. Investment returns at December 31, are as follows:

| | 2012 | 2011 |
|--|------------------|-----------------|
| Interest income | \$ 1,280 | \$ 3,276 |
| Net realized and unrealized gains / (losses) | 10,599 | (1,488) |
| Total investment return | <u>\$ 11,869</u> | <u>\$ 1,788</u> |

See independent auditor's report

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies followed by the Organization in preparation of these financial statements is set forth below:

Nature of Organization

The Ecology Center is a membership-based, 501(c)(3) nonprofit environmental organization with offices and facilities in Ann Arbor and Detroit. The Ecology Center is widely regarded as one of the country's finest regional environmental health organizations and the largest and most prominent environmental group in southeast Michigan.

Today, its major advocacy initiatives are

- **Environmental Health Project**, a set of unrelated campaigns at the state and federal level, and within the private sector marketplace, to protect our health from toxic chemicals in food, air, water, and household products
- **HealthyStuff.org**, a consumer database with information about the presence of toxic chemicals in thousands of consumer products
- **Healthy Food in Health Care**, a project to promote the use of healthy and sustainably grown food in Michigan hospitals.
- **Climate and Energy Program**, local, state, and regional policy campaigns promoting solutions to climate change through energy efficiency, renewable energy, and clean vehicles.
- **Sustainable Local Communities**, environmental education programs and community organizing campaigns to build grassroots support in Ann Arbor, Detroit, and the surrounding region to create the New Green Economy

Unlike most of its peer advocacy organizations, the Ecology Center also provides green services. These ventures advance the organization's core environmental mission and strategies, demonstrate the real-world viability of green business, and generate funds for environmental programs. Currently, the major green services are:

- **Recycling and Reuse Services**, including a recycling collection service for residents and businesses, a Reuse Center for building materials and household items, recycling drop-off stations, and construction waste recycling.
- **Clean Energy Services**, focused on a statewide clean energy audit and installation program for schools in Michigan, after closing down a household energy audit service and green building demonstration center in 2010

The Recycling and Reuse Services are managed by Recycle Ann Arbor, a wholly-owned nonprofit subsidiary of the Ecology Center. The Ecology Center is the sole member of Recycle Ann Arbor. The financial position of Recycle Ann Arbor and the results of its operations are not presented in these financial statements.

The Clean Energy Services were managed by Recycle Ann Arbor until 2010, and were reorganized in November 2010 as Energy Works Michigan, a second wholly-owned nonprofit subsidiary of the Ecology Center. The Ecology Center is the sole member of Energy Works Michigan. The financial position of Energy Works Michigan and the results of its operations are not presented in these financial statements.

In July 2011, a Michigan Court of Appeals ruling forced the State of Michigan to dismantle the Low Income and Energy Efficiency Fund, the primary source of funding for Energy Works Michigan. Before the end of 2011, the Energy Works Michigan service was temporarily suspended.

Basis of Accounting

The financial statements of Ecology Center have been prepared on the accrual basis of accounting, and accordingly reflect all significant receivables, payables and other liabilities.

See independent auditor's report

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Net Assets

Ecology Center classifies its revenue and net assets as unrestricted, temporarily restricted, or permanently restricted based upon the existence or absence of donor imposed restrictions.

Temporary restrictions expire either by the passage of time or through specific actions taken by Ecology Center. Contributions, whose donor imposed restrictions are met in the same period, are classified as unrestricted.

Permanent restrictions are imposed by the donor and do not expire

Basis of Presentation

Ecology Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Donor imposed restrictions which are satisfied in the same period are shown as unrestricted without subsequent reclassification.

Cash and Cash Equivalents

Ecology Center considers all highly liquid investments with an original maturity for three months or less to be considered cash.

Agency Transactions

As a service to some other organizations, Ecology Center receives and disburses funds for them, acting as an agent. These funds belong to others, and Ecology Center, having no claim to them, records neither income or expenses in its financial statements pursuant to these transactions.

Fixed Assets

Fixed assets over \$500 are capitalized and recorded at cost. Major renewals and improvements are capitalized, while replacements, maintenance, and repairs that do not materially extend the useful lives of the assets are expensed. Upon sale or retirement of fixed assets, the cost and related accumulated depreciation are eliminated from the respective accounts and the resulting gain or loss is recorded. For trade-ins, the realized gain becomes an adjustment to the new asset basis and any loss is included in current operations.

Depreciation

Depreciation of fixed assets is determined using the straight-line method over the estimated useful lives of the related assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Ecology Center has been determined to be exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

Ecology Center's Form 990 returns for 2009, 2010, 2011 and 2012 are subject to examination by the Internal Revenue Service, generally for three years after being filed.

Accounts Receivable and Allowance for Doubtful Accounts

Management has determined that accounts and grants receivable are fully collectible and has not recorded an allowance for doubtful accounts. The decision not to record an allowance is based on the aging of the receivable as well as the nature of the funders. Accounts are not written off until it has been determined that they will not be collectible from the funders. Management considers all accounts over 90 days past due and delinquent if outstanding more than 180 days.

See independent auditor's report

ECOLOGY CENTER
STATEMENTS OF CASH FLOWS
For the years ended December 31,

| | 2012 | 2011 |
|---|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Increase in net assets | \$ (380,431) | \$ (298,528) |
| Adjustments to reconcile increase in net assets to net cash provided by operations: | | |
| Depreciation | 17,210 | 12,421 |
| Unrealized (gain)/loss on investments | (9,806) | 2,202 |
| Change in accounts receivable | 188 | 17,897 |
| Change in asset held for sale | - | 90,077 |
| Change in promises to give | (40,820) | 26,249 |
| Change in related party receivable | 3,663 | 18,520 |
| Change in prepaid expense | 3,266 | (3,366) |
| Change in accounts payable | 541 | 10,802 |
| Change in accrued liabilities | 7,349 | 3,602 |
| Change in agency transactions | 47 | - |
| Net cash provided/(used) by operations | <u>(398,810)</u> | <u>(120,967)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchase of investments | (993) | (715) |
| Purchase of property and equipment | (1,382) | (153,854) |
| Net cash provided/(used) by investing activities | <u>(2,375)</u> | <u>(154,569)</u> |
| NET CHANGE IN CASH & CASH EQUIVALENTS | <u>(400,985)</u> | <u>(275,536)</u> |
| BEGINNING CASH & CASH EQUIVALENTS | <u>798,890</u> | <u>1,062,426</u> |
| ENDING CASH & CASH EQUIVALENTS | <u>\$ 395,905</u> | <u>\$ 786,890</u> |

See independent auditor's report and accompanying footnotes

ECOLOGY CENTER
STATEMENT OF FUNCTIONAL EXPENSES
For the year ended December 31,

| | Supporting Services | | Totals |
|---|------------------------|-------------------|---------------------|
| | Management and General | Fund-Raising | |
| Employee Compensation | | | |
| Salaries | \$ 642,376 | \$ 31,341 | \$ 746,218 |
| Payroll taxes | 55,757 | 2,892 | 64,548 |
| Benefits | 128,214 | 13,078 | 152,343 |
| | <u>826,347</u> | <u>45,084</u> | <u>963,109</u> |
| Other Expenses | 17,597 | - | 17,597 |
| Accounting fees | - | - | - |
| Legal fees | - | - | - |
| Other professional fees | - | - | - |
| Supplies | 11,107 | 3,340 | 15,889 |
| Occupancy | 51,865 | 21,600 | 89,370 |
| Communications | 28,040 | 2,912 | 36,184 |
| Travel | 30,844 | 866 | 34,232 |
| Equipment and maintenance | 12,788 | 5,616 | 21,012 |
| Insurance | 5,380 | 1,227 | 8,736 |
| Contracted services | 291,396 | 20,463 | 383,647 |
| Printing | 14,455 | 2,124 | 17,808 |
| Contributed materials | - | 9,445 | 9,445 |
| Miscellaneous | 4,141 | 833 | 7,268 |
| Meetings and events | 10,134 | 3,088 | 19,297 |
| Contributed services | - | 240 | 18,660 |
| Postage | 10,029 | 101 | 13,110 |
| Less expenses included with revenues on statement of activities | - | (2,640) | (2,640) |
| Total expenses shown on the statement of activities | <u>\$ 1,304,089</u> | <u>\$ 166,534</u> | <u>\$ 1,655,154</u> |

See independent auditor's report and accompanying footnotes

ECOLOGY CENTER
STATEMENTS OF ACTIVITIES
For the years ended December 31,

| | 2012 | 2011 |
|--|---------------------|---------------------|
| UNRESTRICTED NET ASSETS | | |
| REVENUES, GAINS, AND OTHER SUPPORT | | |
| Education services | \$ 48,763 | \$ 212,822 |
| Contributions | 188,014 | 177,239 |
| Special events, net of expense - \$38,343 and \$2,640 in 2012 and 2011, respectively | 24,483 | 2,174 |
| Investment return | 11,889 | 1,788 |
| Other revenues, gains, and support | 17,816 | 3 |
| NET ASSETS RELEASED FROM RESTRICTIONS | 1,014,244 | 1,087,423 |
| TOTAL REVENUES, GAINS, AND OTHER SUPPORT | 1,305,209 | 1,481,449 |
| EXPENSES AND LOSSES | | |
| Programs | 1,141,147 | 1,304,069 |
| Supporting Services | 163,747 | 186,934 |
| Management and general | 118,502 | 184,131 |
| Fund-raising | 1,423,386 | 1,685,154 |
| TOTAL EXPENSES AND LOSSES | (118,187) | (183,705) |
| INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS | 752,000 | 971,600 |
| TEMPORARILY RESTRICTED NET ASSETS | (1,014,244) | (1,087,423) |
| Grants and contributions | | |
| Net assets released from restrictions | | |
| INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS | (262,244) | (115,823) |
| TEMPORARILY RESTRICTED NET ASSETS | (380,431) | (289,528) |
| INCREASE (DECREASE) IN NET ASSETS | 1,303,490 | 1,603,018 |
| NET ASSETS AT BEGINNING OF YEAR | \$ 923,059 | \$ 1,303,490 |
| NET ASSETS AT END OF YEAR | \$ 1,303,490 | \$ 1,303,490 |

See independent auditor's report and accompanying footnotes

ECOLOGY CENTER
STATEMENT OF FUNCTIONAL EXPENSES
For the years ended December 31,

| | Program Service | Supporting Services Management and General | Fund-Raising | Totals 2012 | Totals 2011 |
|---|---------------------|--|-------------------|---------------------|---------------------|
| Employee Compensation | | | | | |
| Salaries | \$ 583,149 | \$ 69,691 | \$ 46,445 | \$ 699,285 | \$ 746,218 |
| Payroll taxes | 50,414 | 6,094 | 3,959 | 60,477 | 64,548 |
| Benefits | 130,368 | 18,173 | 21,821 | 170,362 | 152,343 |
| | 763,931 | 93,958 | 72,235 | 930,124 | 963,109 |
| Other Expenses | | | | | |
| Accounting fees | 2,250 | 19,571 | - | 21,821 | 17,597 |
| Legal fees | - | 7,178 | - | 7,178 | - |
| Professional fees - other | 4,067 | 6,489 | 5,183 | 17,759 | - |
| Supplies | 5,434 | 752 | 2,129 | 8,315 | 15,899 |
| Occupancy | 73,657 | 17,988 | 22,806 | 114,453 | 89,370 |
| Communications | 26,603 | (1,346) | 1,828 | 27,085 | 36,184 |
| Travel | 23,147 | 1,225 | 1,712 | 26,084 | 34,232 |
| Equipment and maintenance | 9,773 | 2,212 | 4,400 | 16,385 | 21,012 |
| Depreciation | 10,929 | 2,936 | 3,346 | 17,211 | 12,420 |
| Insurance | 4,827 | 1,243 | 1,719 | 7,589 | 8,735 |
| Contracted services | 178,317 | 4,036 | 5,790 | 188,143 | 383,647 |
| Printing | 5,506 | 478 | 3,601 | 9,585 | 17,808 |
| Contributed materials | 10,025 | - | 8,319 | 18,344 | 9,445 |
| Miscellaneous | 11,732 | 2,208 | 3,983 | 17,923 | 7,268 |
| Meetings and events | 6,813 | 2,755 | 19,043 | 28,611 | 19,297 |
| Contributed services | - | - | - | - | 18,660 |
| Postage | 4,316 | 64 | 749 | 5,129 | 13,110 |
| | | | (38,343) | (38,343) | (2,640) |
| Less expenses included with revenues on statement of activities | | | (38,343) | (38,343) | (2,640) |
| Total expenses shown on the statement of activities | \$ 1,141,147 | \$ 163,747 | \$ 118,502 | \$ 1,423,396 | \$ 1,665,154 |

See independent auditor's report and accompanying footnotes

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Ecology Center
Ann Arbor, Michigan

We have audited the accompanying statement of financial position of Ecology Center (a nonprofit corporation) as of December 31, 2012 and 2011 and the related statements of activities, functional expenses and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note G to the financial statements, Ecology Center is the sole member of two nonprofit entities, Recycle Ann Arbor and Energy Works Michigan. In our opinion, accounting principles generally accepted in the United States of America require that an organization that has an economic interest in a nonprofit organization and control through a majority voting interest in its board should consolidate the activities of the interrelated entity.

In our opinion, except for the effects of not consolidating the interrelated entities, the financial statements referred to above present fairly, in all material respects, the financial position of Ecology Center as of December 31, 2012 and 2011, and the changes in net assets, functional expenses, and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States.

Ecology Center has separately issued financial statements that consolidate the activities of Recycle Ann Arbor and Energy Works Michigan.

Respectfully,

Bennett & Associates CPAs PLLC

Ann Arbor, Michigan
April 12, 2013

**ECOLOGCY CENTER
STATEMENTS OF FINANCIAL POSITION
December 31,**

| | 2012 | 2011 |
|---|---------------------|---------------------|
| ASSETS | | |
| Cash and cash equivalents | \$ 985,905 | \$ 786,980 |
| Accounts receivable | 7,776 | 7,874 |
| Promises to give | 340,571 | 298,751 |
| Related party receivable | - | 3,893 |
| Prepaid expense | 10,742 | 13,968 |
| Investments | 106,217 | 95,618 |
| Property and equipment, net of accumulated depreciation | 149,625 | 165,353 |
| TOTAL ASSETS | \$ 1,000,736 | \$ 1,373,277 |
| LIABILITIES | | |
| Accounts payable | \$ 33,028 | \$ 32,487 |
| Accrued liabilities | 44,038 | 36,689 |
| Agency transactions | 811 | 611 |
| TOTAL CURRENT LIABILITIES | 77,877 | 69,787 |
| NET ASSETS | | |
| Unrestricted | 271,038 | 401,816 |
| Undesignated | 128,903 | 116,312 |
| Board designated | 399,941 | 518,128 |
| Temporarily Restricted | 470,631 | 732,875 |
| Permanently Restricted | 52,487 | 52,487 |
| TOTAL NET ASSETS | 923,089 | 1,303,490 |
| TOTAL LIABILITIES AND NET ASSETS | \$ 1,000,736 | \$ 1,373,277 |

ECOLOGY CENTER
FINANCIAL STATEMENTS

For the years ended December 31, 2012 and 2011

ECOLOGY CENTER
FINANCIAL STATEMENTS

For the years ended December 31, 2012 and 2011

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COMPOSTABILITY



Nature Recycles

Here is a tree with its many parts.
It has branches, a trunk, roots and bark.

The leaves in the fall turn from bright green to brown,
And as the weather turns cooler, they fall to the ground. **Add orange leaves**

Who'll clean up this mess? What shall we do?
Here come nature's recyclers, nature's clean-up crew.

Let's meet Nature's recyclers and see how they toil,
As they break down leaf litter and add nutrients to the soil.

This is a millipede; just try counting its feet.
It crunches up plants and keeps the ground neat. **Add millipedes**

This is a sowbug that hides in the dark.
It munches on dead plants in your garden and park. **Add sowbugs**

This is a beetle with a hard, black shell.
It chomps all the leaves on the ground where they fell. **Add beetles**

This is a slippery slug, a snail with no shell.
It cleans floors of gardens, lawns, and forests as well. **Add slugs**

This is a worm. What does it do?
It digs under the leaves and chews them up, too. **Add worms**

This is a mushroom, it's like a plant – but not green.
It breaks down leaf litter and keeps the woods clean. **Add mushrooms**

So nature's recyclers, as they crunch, munch, and chew,
Break leaves into pieces that become nutrients, too.

Nutrients are like food, and for trees they are good.
They help make new leaves, strong branches, and wood. **Add green leaves**

And so last year's brown leaf, that was part of the tree,
Was changed into food to make the new leaves you see.

(adapted from "Nature Recycles," © 1991, Wisconsin Department of Natural Resources)



COMPOSTABILITY



Are we ready to try it? Great! The first things I am going to pass out are these: each table gets a black tray to put their pile on, and you will also get a fence to put around your pile. Now, do you think I want you to play with these fences when I pass them out? [No!] While we are passing out the trays and fences, each group will decide for themselves who is going to have which job. No fighting over them, or I will have to decide for you!

Once the trays & fences are passed out:

Now we are going to pass out the items on our list. But don't do anything with them – we are all going to build our compost piles together!

Once the materials are passed out, go down the list like this:

Raise your hand if you are the person in your group who has the brown materials, the dead leaves. Okay, go ahead and add the leaves to the middle of your fences! (etc)

DISCUSSION: COMPOST PILE WRAP-UP

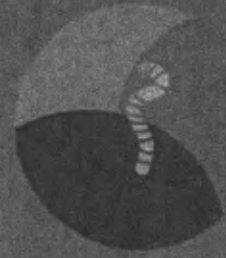
Great job, everyone! So did we do it? Do your compost piles look like finished compost? Do they look like soil? [No!] Hmm... you're right! It doesn't! Why not? Did we forget something? What do we still need? [Target answer: Time!] We need time for all of the decomposers to chew through all of our compost! That could take weeks, or even months! So guess what? I brought some finished compost with me today for all of you to see! I am going to give each group a container of finished compost, and we will take a few minutes to explore. We will explore and compare the finished compost with the compost piles you made. We can use our senses: look at it, smell it, touch it, listen to it – but are we going to taste it? [No!]

Distribute the finished compost and let students explore for a few minutes.

CLOSING MESSAGE

Thank students for composting with you. Remind them that composting is one of the many ways that we can make less garbage, and that they can share these lessons with their families! Tell students they will get [a pencil and a magnet] with a phone number their parents can call to get a recycling bin or to ask any questions about recycling. That's our way of saying thank you for composting with us today! If there is time, sing a final round of "Decomposers crunch and munch."

COMPOSTABILITY



SONG: CRUNCH & MUNCH

Have all of the students stand. We are now going to sing a song about each of the compost critters we just met. Make sure to crunch your hands as we sing the song!

[To the tune of "Mary had a Little Lamb"]

Compost critters crunch and munch,
Crunch and munch, crunch and munch!
Compost critters crunch and munch,
Dead things turn to soil!

Repeat the song using each of the compost critters from the poem (wiggly worms, little black beetles, millipedes, slippery slugs, etc) and accompany it with a dance move. Finish the song using our vocabulary word for compost critters: decomposers. Have the students choose their favorite decomposer from the poem and act out their dance move.

ACTIVITY: BUILD A COMPOST PILE

This activity should be done in 6 groups, with 4 or 5 students to a group. Introduce the activity:

Now that we all know a lot about composting, we are ready to try composting right here in your classroom! But I'm going to need your help again. Can you help me remember what kinds of things we will need for our compost pile? Let's think back to the book we read. What was in that pile? [Make a list on the board as they come up with:]

- Dead leaves (brown)
- Food scraps (green)
- Water
- Dirt (decomposers-bacteria)
- Air (stir)

Explain that dirt already contains lots of decomposers – many of them so small that we cannot see them – so adding a little dirt is a great way to add decomposers to your compost pile!

So these are all the things that our compost piles need. And we are going to use this as a list of jobs! Each person in your group will have a job. Explain the jobs.

NOTE

For groups of 4, each person add something (Brown, green, water, or dirt) and then they all take turns giving the pile 5 stirs with the fork. For groups of 5, turning the pile will be one particular student's job.

COMPOSTABILITY

BACKGROUND INFORMATION

Composting is the recycling and decomposition of plant material. Microorganisms, such as bacteria, mold, and fungi, make compost by digesting organic materials. These microorganisms need food, oxygen, water, and the proper temperature to thrive and multiply. Food is made up of nitrogen for body build up and carbon for energy. Too much nitrogen smells and too much carbon slows the process. A compost pile is made by mixing one part green materials (grass, fruit & vegetable scraps) with two parts brown materials (dry leaves, straw, pine needles, dead brown plants, etc.) to provide the microorganisms with food. Air and water in the pile should be mixed periodically to add air. Reasons for composting yard waste is banned from Michigan landfills, backyard composting saves the costs of collecting, hauling, and managing yard waste at municipal composting sites, compost adds nutrients to the soil.

INTRODUCTION

Good morning, boys and girls! My name is [—]. What we are going to be talking about today? Well, one of the things we will be talking about is garbage! That's right, gooey, yucky garbage! So first, I would like to start by finding out how much you already know about garbage. If I take a piece of trash, like a used tissue, and I throw it away in this trash can, does it stay there forever and ever? [No!] Then what happens to it? Where does it go?

Continue guiding the conversation from the trash can, to the garbage truck, to the landfill. Talk about what a landfill is, and what happens when a landfill gets full [need to make another landfill]. Then ask them if they can think of any ways to make less garbage. Target answers include reduce, reuse, and recycle, but most importantly compost! See if any of the students can explain what composting is, what kinds of things we can compost, do they compost at home, etc.

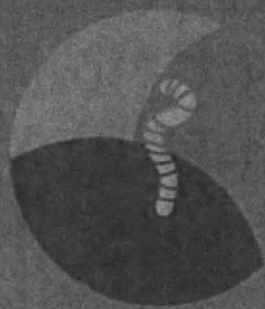
STORY TIME: THE COMPOST HEAP

Introduce the book. (If the kids have little or no prior knowledge about compost, tell them that we are going to see what we can learn about composting from this book!) With large groups of young children, you can help keep their attention during a story by making it interactive and asking questions. For example, with each new "thing" that becomes part of the compost pile (leaves, rain, snow, weeds, grass clippings, kitchen stuff, etc), ask them to remember all of the things that are now in the pile.

ACTIVITY: "NATURE RECYCLES" POEM

Composting (or decomposing) is happening all the time out in nature! I want to read you a poem about composters in the forest, but I need your help. I want to make a picture to go along with the poem. What kinds of things do you see in my picture already? [Clouds, rock, log, tree, sunshine.] Do you think you can help me make our picture more exciting? Good! I'm going to pass out some little pictures with Velcro on the back - Everybody will get a piece, and at the right point in my poem, I'll tell you when to bring it up and add it to our picture? Ready? Okay, here it goes!

Read the poem aloud, and have the children bring up their Velcro stickies at the appropriate times.



COMPOSTABILITY

GRADE LEVEL

1st

TIME REQUIRED

45-60 MINUTES

VOCABULARY

Compost
Decompose
Decomposers
Nutrients

SUMMARY

Through story, poem, song, and hands-on activities, students will learn what composting is, what kinds of materials can be composted, and the perfect "recipe" for a good compost pile.

OBJECTIVES

- Explain how compost is made and why it is beneficial
- Identify how nature recycles resources and how decomposers do their job
- Create a compost recipe and make compost piles in the classroom

MATERIALS

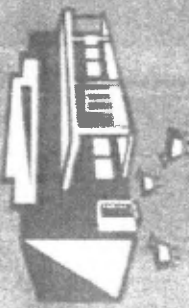




| | |
|-------------------------------|-----------------------------------|
| Book: <u>The Compost Heap</u> | 6 Plastic Forks |
| Felt Board | 18 Small Trays |
| Velcro Leaves & Critters | Container of Dirt |
| Poem: "Nature Recycles" | Bag of Leaves |
| 6 Round Trays | Bag of Compostable Kitchen Scraps |
| 6 White Fences | Scraps |
| 6 Small Cups | Rags for Clean-up |
| | Sample of Finished Compost |

MICHIGAN GRADE LEVEL CONTENT EXPECTATIONS

- S.IP.01.11 Make purposeful observation of the natural world using the appropriate senses
- S.RS.01.11 Demonstrate scientific concepts through various illustrations, performances, models, exhibits, and activities
- P.PM.01.11 Demonstrate ability to sort objects according to observable attributes such as color, shape, size, sinking, or floating.
- E.SE.01.12 Describe how Earth materials contribute to the growth of plant and animal life
- L.LOL.01.13 Identify the needs of animals
- 1-G5.01 Describe ways in which people modify (e.g., cutting down trees, building roads) and adapt to the environment (e.g., clothing, housing, transportation)



PROJECT RECYCLE: The Resource Game

| | | | | | |
|--|--|--|---|---|--|
| <p>Team 2</p> <p>Start Here!</p> <p>Go to Station R</p> | <p>R</p>  <p>STORE</p> <p>You just bought your item at the store.</p> <p>Now go to Station C</p> | <p>C</p>  <p>HOME</p> <p>You bring your item home and use it.</p> <p>Now go to Station Y</p> | <p>Y</p>  <p>RECYCLE BIN</p> <p>You have put your item in a recycle bin.</p> <p>Take it to Station L</p> | <p>L</p>  <p>FACTORY</p> <p>Follow the instructions on the box, and then...</p> <p>Go to Station R</p> | <p>X</p>  <p>Team #2</p> <p>LANDFILL</p> <p>Put your item in the box and</p> <p>STOP!</p> |
|--|--|--|---|---|--|



PROJECT RECYCLE: The Resource Game

W

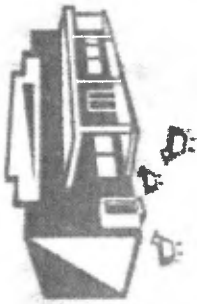


HOME

You bring your item home and use it.

Now go to Station **S**

T



STORE

You just bought your item at the store.

Now go to Station **W**

H



Team #1

LANDFILL

Put your trash in the box and

STOP!

Team 1

Start Here!

Go to Station **T**

S



TRASH CAN

You have thrown your item in the trash.

Take it to Station **H**



PROJECT RECYCLE

INTRODUCTION

Good morning, boys and girls! My name is [—]. What are we going to be talking about today? Recycling! While introducing yourself and the Ecology Center to the class, use and cast off a variety of items around the room: a newspaper or magazine, a snack bar wrapper, a fruit peel or core, a water bottle, a sweatshirt with a hole in it.

Use student reactions to start a discussion: What happens to trash that is littered? What happens to trash that we throw away? What are some problems with landfills? What are some alternatives? Have volunteers pick up items you dropped and tell what else could be done with them.

ACTIVITY: GARBOLOGY MATCH-UP

Use the laminated words to have the class figure out what kinds of trash go into our recycle bins, our trash cans, and our compost piles. Emphasize that recycling rules are different in different communities, and that they even have different recycling rules at their school. (Talk about these, too!)

Match-up: Once the lists are up on the board, distribute the posters and mini trash cans, and have each team try to sort their trash into the correct containers.

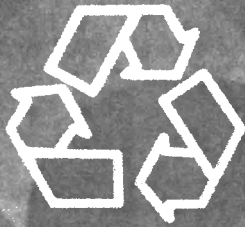
ACTIVITY: THE RESOURCE GAME

Tell students the room will be divided into 2 teams, and students in each team will be completing a room-wide scavenger-hunt style game with a partner. They will be given an item and told where to "start," and then they have to follow the signs around the room to find out what happens to their item.

You will need to stop the game at a certain point, when all of team 1 (trash) is done and team 2 (the recyclers) are still going in circles around the room. Have a discussion about why there was such a difference, what the steps represented, and which pathway is the best for the environment.

CLOSING MESSAGE

Thank the students for being excellent recyclers.



PROJECT RECYCLE

GRADE LEVEL

2nd

TIME REQUIRED

50-60 MINUTES

VOCABULARY

Reduce
Reuse
Recycle
Compost
Landfill
Resources

SUMMARY

After a demonstration about littering, trash, and what happens to the things we throw away, students learn about environmentally-friendly alternatives, like reducing, reusing, recycling, and composting. Then they become recycling experts by completing a matching activity and a resource-use game.

OBJECTIVES

- Describe where our trash goes
- Describe how actions like reducing, reusing, recycling, and composting can benefit the environment
- Identify recyclables both at school and home

MATERIALS

| | |
|--|---|
| Bag of Clean Garbage | 1 Small Plastic Bin (<i>filled with laminated magnet pieces of garbage</i>) |
| 2 Medium Plastic Bins | Extra recyclable trash at bottom of storage bin |
| Set of Resource Life-Cycle Cards | 2 plastic bags filled with garbage (<i>labeled Team 1 & Team 2</i>) |
| 6 Pink Trash Cans (<i>filled with laminated pieces of trash</i>) | 6 Laminated Sorting Posters |
| Landfill Poser | |
| 6 Laminated Trash Posters | |

MICHIGAN GRADE LEVEL CONTENT EXPECTATIONS

- S.1A.03.12 Share ideas about science through purposeful conversation in collaborative groups
- S.RS.03.18 Describe the effect humans and other organisms have on the balance of the natural world
- E.ES.03.43 Describe the ways humans are protecting, extending, and restoring resources (recycle, reuse, reduce, renewal)
- E.ES.03.44 Recognize that paper, metal, glass, and some plastics can be recycled
- E.ES.03.52 Describe helpful or harmful effects of humans on the environment (garbage, habitat destruction, land management, renewable and nonrenewable resources) about the human and physical characteristics of places and regions.

CONFERENCE PRESENTATIONS

- Mar 2012 "What's Bromine Doing in My Burger? Exploring Toxins in our Food System" 17th
Annual Parenting Conference (Michigan)
- Oct 2011 "Wind Power! Elementary Explorations in Wind Energy" *Michigan Alliance for Environmental and Outdoor Education*
- Oct 2011 "By Our Powers Combined: Incorporating Nature, Inquiry, Science and Writing" *Michigan Alliance for Environmental and Outdoor Education*
- Oct 2011 "Go Solar! Teaching Circuit Basics Using Renewable Energy" *North American Association for Environmental Education*

VOLUNTEER SERVICE

- 2009-Present *826 Michigan*
- After-school Tutor
 - English Language Tutor
 - Robot Shop Cashier
- 2009-Present *Friends of the Ann Arbor District Library*
- Weekend Supervisor
 - Shop cashier
- 2009-2010 *Humane Society of Huron Valley*
- Paws II Volunteer (general animal care and handler)
- 2006 *Global Intercultural Experience for Undergraduates, Dominican Republic*
- English Language Tutor
 - Children's Shelter Volunteer: Tutoring, language instruction, maintenance
- 2005-2007 *University of Michigan Circle K Volunteer*
- Weekly Soup Kitchen cook and server
 - Children's Events Group Volunteer

AWARDS, AFFILIATIONS, AND CERTIFICATIONS

- 2009-Present Member of North American Association for Environmental Education
- 2009-Present Member of Michigan Alliance for Environmental and Outdoor Education
- 2007-Present First Aid, CPR & AED Certified
- 2007-2010 Certified Project Wild, Project Wild Aquatic, Growing up Wild
- 2007-2010 Certified Project Learning Tree & Env. Experiences for Early Elementary
- 2007 Certified Project WET, MEECS
- 2004-2007 University Honors

Lauren LaRocca

1832 Stadium Pl. Apt 8
Ann Arbor, MI 48103

Phone: 734-369-9272
Email: lauren@ecocenter.org

EDUCATION

2004-2007 University of Michigan-Ann Arbor
Program in the Environment, B.S. with Distinction
Specialization: Environmental Education and Communication
Minor: Geology-Earth Science

WORK & INTERNSHIP

- 2009-Present *Education Coordinator, Ecology Center, Inc.*
- Deliver PK-12 programming for Michigan schools; Deliver Professional Development trainings for teachers regarding Renewable Energy
 - Design workshops, curricula, and festival activities on a variety of sustainability issues
 - Maintain online membership database, design and write quarterly newsletters
 - Foster ongoing relationships with teachers and school administrators
 - Outreach educator for Michigan Network for Children's Environmental Health
 - Recruit, manage, and coordinate the 50+ volunteers for Annual Earth Day Festival
- 2008-2012 *Library Outreach Coordinator, University of Michigan Museum of Natural History*
- Develop curriculum for set of 3 workshops correlated with state benchmarks and content expectations held in over 40 libraries in Southeastern Michigan
 - Create print and 3-D models and posters
 - Manage database
 - Schedule and train (12-15) facilitators for each workshop
 - Conduct program evaluation and assessment
 - Themes: Astronomy; Water; and Health & Evolution
- 2007-2011 *Education Program Coordinator, Leslie Science and Nature Center*
- Lead environmental field trips for visiting school and community groups
 - Designed and implemented programming for summer camps, public events, and pre-school classes
 - Developed integrated science curricula for after-school programs for Title I students and for ELL students
 - Volunteer coordinator for Summer Camp (over 25+ high school & college level volunteers)
- 2008-2009 *Education Program Coordinator and Developer, University of Michigan School of Natural Resources and Environment*
- Co-developed the TIES (Teaching and Inspiring Environmental Stewardship) Education Program directed toward middle and high school students about green design, energy efficiency and sustainability using the LEED certified Dana Building
 - Developed the curriculum, designed display boards, pilot tested, and conducted program evaluation
 - Contacted and collaborated with program developers, local educators, and U of M faculty and staff
 - Managed and trained volunteer docents

PROFESSIONAL DEVELOPMENT AND MEMBERSHIPS

Participant: Climate Change for Educators Course (3-day), Ohio State University Stone Laboratory
Participant: WindSenator Certification Course (40 hours), KidWind Project
North American Association for Environmental Education (NAAEE) Member
Michigan Alliance for Outdoor and Environmental Education (MAEOE) Member
Michigan Science Teachers Association (MSTA) Member
Environmental Education Certifications in Project Learning Tree, Project WILD, MEECS, and Project WET

CURRICULUM DEVELOPMENT AND CONSULTATION

Wayne RESA: Climate Change and Remote Sensing Professional Learning Community Dec 2012
Invited speaker for a pair of webinars about using Great Lakes Climate data in high school classrooms

Michigan Environmental Education Curriculum Support (MEECS) Aug 2012
Served on input team for development of new Great Lakes Climate unit

Energy Works Michigan (EWM) 2009-2011
Lead curriculum developer for EWM Curriculum Support Guides: Lesson Plans on Renewable Energy and Energy Efficiency for Upper Elementary, Middle, and High School Classrooms

Ecology Center 2005-2009
Developed and updated hands-on lesson plans about recycling and composting for preK-12 classrooms

CONFERENCE PRESENTATIONS

National Sea Grant Climate Network Meeting, Santa Monica CA Mar 2013
Title: Climate Information Use and Needs of Great Lakes Sea Grant Educators

Michigan Association for Planning (MAP), Traverse City MI Oct 2012
Title: Climate Adaptation Planning: Increasing Community Resilience and Sustainability

Great Lakes Sea Grant Network Conference, Duluth MN Oct 2012
Title: Gearing up for Change: Climate Training for Outreach Professionals (Workshop)

North American Association for Environmental Education (NAAEE), Raleigh NC Oct 2011
Title: Get Hands-On With Energy: Classroom Explorations in Energy Efficiency

Michigan Alliance for Environmental and Outdoor Education (MAEOE), Bay City MI Oct 2011
Title: Go Solar! Teaching Circuit Basics Using Renewable Energy

Invited Speaker: Green Schools / Green Curriculum Workshop, Marquette MI Jun 2011
Title: Energize Your Curriculum with Wind, Solar Power, and Energy Efficiency

Michigan Science Teachers Association (MSTA) Conference, Grand Rapids MI Feb 2011
Title: Energizing K-12 Education: Energy Efficiency, Solar Energy, and Wind Energy

North American Association for Environmental Education (NAAEE), Buffalo NY Oct 2010
Title: Innovative State-Wide Energy Education Programs (Joint Presentation with NYSERDA)

Michigan Alliance for Environmental and Outdoor Education (MAEOE), Pellston MI Oct 2010
Title: How to incorporate energy efficiency and renewable energy in formal and non-formal education

SUMMARY OF EXPERTISE

Dynamic educator and program manager with experience bringing hands-on environmental science programs to tens of thousands of Michigan students. Has provided high-quality professional development for hundreds of K-12 teachers statewide. Developed lessons and materials for multiple audiences, preschool through adult, on a variety of environmental topics, including solid waste reduction and recycling. Skilled in project management, mentorship, grant writing, budget tracking, educational standards alignment, and program evaluation.

EDUCATION

Master of Science in Ecology and Evolutionary Biology, 2003

The University of Michigan – Ann Arbor, MI

Bachelor of Science with High Honors in Geological Sciences, 2001

The University of Michigan – Ann Arbor, MI

OUTREACH AND EDUCATION EXPERIENCE

| | |
|---|-----------------------|
| Community Outreach Coordinator Michigan Sea Grant, University of Michigan (Ann Arbor, MI) | Jan 2012 – July 2103 |
| Education Director Energy Works Michigan and the Ecology Center (Ann Arbor, MI) | July 2009 – Nov 2011 |
| Environmental Educator Ecology Center (Ann Arbor, MI) | June 2005 – July 2009 |
| Program Coordinator Leslie Science & Nature Center (Ann Arbor, MI) | June 2007 – Aug 2008 |
| Part-Time Faculty, General Biology Schoolcraft College (Livonia, MI) | Aug 2005 – May 2006 |
| Outreach Education Specialist Ann Arbor Hands-On Museum (Ann Arbor, MI) | Dec 2004 – June 2005 |

INTERNSHIPS

| | |
|--|----------------------|
| Point Reyes Bird Observatory Avian Breeding Ecology Intern (Bolinas, CA) | Mar 2004 - Aug 2004 |
| Smithsonian National Museum of Natural History Research Training Program Intern (Washington, DC) | May 2001 - Aug 2001 |
| University of Alaska Geophysical Institute Research Intern (Fairbanks, AK) | June 1999 - Aug 1999 |

APPENDIX D

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

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

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

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

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

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

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

Ecology Center
Company Name
Bright Macomber
Signature of Authorized Representative

339 E. Liberty St. Ste 300 AZ
Address, City, State, Zip
734-761-3186
Phone (area code)

Bright Macomber
Type or Print Name and Title

brightm@ecocenter.org
Email address

5-23-13
Date signed

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

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

Name of Company/Organization: Ecology Center Inc. Date Form Completed: 5-23-2013
 Name and Title of Person Completing this Form: Director MICHAEL GARFIELD
 Address: 339 E Liberty St, Ann Arbor, MI 48103 County: Washtenaw Phone #: 734-761-3186 (Area Code)
 Fax#: 734-763-2414 Email Address: brigitm@ecocenter.org

EMPLOYMENT DATA

| Job Categories | Number of Employees (Report employees in only one category) | | | | | | | | | | | TOTAL COLUMNS A-L | | | | |
|----------------------------|--|--------------------------------------|------------|----------------------------|--|--|------------|--------------------------------------|------------|-------------------------|---|-------------------------|---|--|-----------|--|
| | Male | | | | | | Female | | | | | | | | | |
| | White A | Black or African American B | Asian C | Hispanic or Latino D | Native Hawaiian or Other Pacific Islander E | American Indian or Alaska Native F | White G | Black or African American H | Asian I | Hispanic or Latino J | Native Hawaiian or Other Pacific Islander K | | American Indian or Alaskan Native L | | | |
| Exec/Sr. Officials | 1 | | | | | | | | | | | | | | | |
| Supervisors | 2 | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | 1 | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | | | | | |
| Admin. Support | 1 | | | | | | | | | | | | | | | |
| Craftspeople | | | | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | | |
| Laborers/Helper | | | | | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | | | | |
| TOTAL | 4 | | 1 | | | | 11 | | 1 | | | | | | 17 | |
| PREVIOUS YEAR TOTAL | 4 | | 1 | | | | 10 | | 1 | | | | | | 16 | |

AAE-1

Questions about this form? Call the Procurement Office: (734)794-6500

May 23, 2013

City of Ann Arbor
Procurement Unit
301 E Huron St.
Ann Arbor, MI 48107-8647

Dear Sir or Madam:

As a professor of sustainable development for 35 years, I am pleased to support the Ecology Center for the MRF Education Center Tours RFP No. 865.

The Ecology Center was contracted by Energy Works Michigan to provide K-12 schools in Michigan with curriculum, teacher trainings, and resources for energy education in 2009-2011. I had the privilege of working with the Ecology Center's education staff during the development and administration of that program. They created quality environmental education curriculum focused on solar energy, wind energy, and energy conservation.

I was impressed with the quality of the curriculum the Ecology Center created. The staff was professional, engaging, and led excellent teacher trainings for over 200 teachers across the state of Michigan. I was able to sit in on one of their training workshops myself, and the Ecology Center educators provided high-quality hands-on learning opportunities that teachers could translate directly into their classroom activities. The trainers had extensive background knowledge and provided great resources in a way that was fun and memorable for all of their participants.

Because of their excellent work serving Michigan teachers and students through the Energy Works Michigan project, I highly recommend the Ecology Center for the City of Ann Arbor's MRF Education program, and I strongly encourage you to consider their application for this RFP.

Sincerely,

Debra Rowe

Debra Rowe, Ph.D.
Professor of Renewable Energies and Sustainability
(248) 797-9584

I believe that my experience demonstrates that the Ecology Center's educational branch will be able to do an excellent job developing and fulfilling a contract to provide educational workshops for the Materials Recovery Facility. I am happy to answer questions either in writing or by phone about my experiences with the Ecology Center presentations.

Sincerely,

Leslie Lawther
lawther@aaps.k12.mi.us

5th and 6th grade teacher
Ann Arbor Open School at Mack
920 Miller
Ann Arbor, MI 48103

May 29, 2013,



Dear City of Ann Arbor,

I am writing to you to recommend the Ecology Center's presentations to school age students. I currently teach fifth and sixth grade at Ann Arbor Open School and it has been my pleasure to have the Center work with my students each year. Because I have my students for two years I have been fortunate to have two different and complementary programs conducted in my classroom on alternating years: "Our Material World" and "Our Hungry Planet".

"Our Material World" worked beautifully to build on the lessons my class received during their tour of the Materials Recovery Facility that is part of the sixth grade outdoor educational trip. This activity showed students the resource distribution globally. The resources identified are natural resources, food, and water resources. Through a simulation game and later reading about families living in a variety of environments, students could begin to understand the differences in resource distribution, and the political and social feelings such variations can produce. The students were able to see comparatively how much they consume. It also leads to interesting discussions about how resources are used, how resources can be used up, or brought back into use through recycling. The students began to have a greater appreciation of the principle of "reduce, reuse, recycle."

Similarly the workshop entitled "Our Hungry Planet" provided international comparisons of families from a wide variety of settings. In this activity students were able to observe not only the quantity of food, but also types of food consumed in our country, and the large quantity of packaging and waste associated with our diet and consumer patterns. I used this workshop to enrich our preparation for an event called the Multicultural Festival in which we learn about other cultures in the world. I have also used this lesson along with our Winter Survival Outdoor Education field trip during which students learn how to cook outdoors over a campfire and they are required to leave no waste at the site.

Each time these lessons have been taught in my classroom, they were well organized, moved at a brisk pace, and succinctly presented their content. They also provided a wonderful foundation for me as the classroom teacher to build on with future study in a variety of topics in social studies, and environmental science.



BATES ELEMENTARY SCHOOL
2704 Baker Road, Dexter, Michigan 48130
Tim Authier, Principal
(734) 424-4130 ext. 3001
(734) 424-4139 Fax
E-mail - authiert@dexterschools.org



Tuesday, May 28, 2013

To Whom It May Concern:

For the past 3 years we have had the great pleasure of having the Ecology Center come to Bates Elementary and present to our 2nd grade students. The programs put on by the Center have been delightful, thoughtful and quite educational. We are very pleased and impressed with the quality of programs. The primary presentation, "The Mystery of the Trashy Goo" is both creative and age appropriate, engaging students through small group activities in a well organized presentation educating students about storm water and how our habits and behaviors impact the environment. The students and the teachers enjoy having the ecology center visit every year.

The people at the Ecology Center clearly understand their audience and it shows. They are well organized and they make learning fun. When approached to write this letter I did not hesitate to endorse their efforts and recommend them to carry out the mission of your program as well. They are a quality organization and are very adept at what they do. I am only too happy to recommend the Ecology Center to put on Educational Tours for the MRF in Ann Arbor.

If you have any questions or wish to learn more please do not hesitate to give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tim Authier".

Tim Authier
Principal
Bates Elementary School

students), the recipe needed to make an in-classroom compost bin, and resources for the students to take home about home composting.

Additionally, the Ecology Center would make extensions for the current MRF tour offerings. This would include adding songs to current tours, targeted to the lower elementary students; create tour extension activities utilizing the PBS Loop Scoop series (lower & upper elementary) and Story of Stuff materials and videos (middle & high school). As students are engaging with technology, particularly with interactive websites and videos, in the classroom and at home on a daily basis, incorporating this into our tours and extension activities will help to further the MRF Education Tour message.

E. FEE SCHEDULE

A fee proposal and itemized budget are included in the attached fee proposal envelopes.

F. AUTHORIZED NEGOTIATOR

Michael Garfield, Director
734.369.9263
michaelg@ecocenter.org

G. APPENDICES

- a. Reference Letters
- b. Contract Compliance Form
- c. Living Wage Declaration
- d. Staff Resumes
- e. Sample Curricula
- f. MRF Draft Schedule & Brochure
- g. 2012 Fiscal Audit Report
- h. Proposal Budget* (included in Price Proposal Form, Appendix B)

H. PROPOSAL EVALUATION

The Ecology Center is prepared to sign a contract with the City if our proposal is selected.

Thank you very much for the opportunity to submit this proposal to provide MRF Education Center tours for the City of Ann Arbor.

Note: This proposal was printed on 100% post-consumer recycled paper.

lead his/her first MRF tour, with the trainer acting as the shadow, making observations, offering tips and critiques, and providing support. The total estimated tour guide training time is 10-13 hours. The Ecology Center Education Staff (Lauren LaRocca and/or Laura Holladay) will be the initial tour guide trainers following the 3 day, 6-hour training with the City staff this summer (2013).

Oversight of information distribution will also be discussed in training appropriate staff. An overarching education principle to which the Ecology Center adheres to is: if one does not know the information, be honest and take the person's contact information so as to get back to them after one has researched and confirmed (either with the City or the MRF) the information. Whenever providing information the public, it is important to provide up-to-date, accurate information. This is particularly important for recycling guidelines and procedures as misinformation can lead to confusion and contamination of the recycling stream. In order to handle visitor questions there will be a FAQ sheet provided to all tour guides also accessible on the website for visitors. Speaking points for presentations will also be developed, highlighting important recycling guidelines (no lids, rinse containers, no plastic #3, etc.), common misconceptions (solid waste collected in Ann Arbor is sent to a landfill not an incinerator), and resources to learn more information. Due to our current educational contract with the City of Ann Arbor, we have the unique opportunity to quickly assess common misconceptions about solid waste and recycling from the students firsthand.

D. BONUS POINTS

The Ecology Center's diverse program knowledge and resource base gives us the opportunity to extend current MRF offerings to include other City Solid Waste priorities such as reducing food waste, home composting, and zero waste philosophy.

Our relationship with RAA makes it easy to hold future workshops or training sessions discussing zero waste. A community training held at the MRF could be focused on how to start a zero waste initiative in one's home or how to throw a zero waste party or event. In addition, the Ecology Center could reach out to local universities and colleges, restaurants, and hospitality organizations to host an information session regarding how to hold a zero waste event. The possibility of also creating a how-to guide for teachers, principals, and administrators on how to hold a zero waste lunch week could be included in post-tour materials or at this training.

There are already several programs that the Ecology Center has developed regarding food waste being offered to schools currently that could be adapted to fit into a MRF tour focus (*Grow, Eat, Throw & Hungry Planet*). These outreach programs would make great extensions to the tours provided at the MRF. It would be possible to create teacher kits for the teachers to check-out from the MRF/EC and use in the classroom following the tour. This kit would include all of the materials necessary to teach the program to an entire classroom of students (~30

At the Ecology Center, all staff members are required to have a working knowledge of Drupal (our website content management system). Therefore, we can quickly update information regarding the MRF programs. We can highlight MRF events on the Ecology Center's event webpage and homepage as well. The Education Director/Educator also have experience and skill using Adobe InDesign and Illustrator which they will utilize to create comprehensive and interesting brochures regarding the open houses and tours. These brochures will be distributed both in print to school, community centers, and organizations as well as accessible online (on both our website and the City's MRF landing page). The Ecology Center will also utilize the City's Communications Officer to issue press releases (written by the Education Coordinator) to release to local media and web subscribers on an as-needed basis.

Evaluation Methods

The Ecology Center will develop and send pre-visit information to teachers and group leaders ahead of the scheduled tour (approximately 1-2 weeks prior to tour), and post-visit information following the tour (approximately 1-2 days afterward). The pre-visit and post-visit information will be distributed electronically, including web resources for more information, links to MRF events, and tour extension activities. In order to maintain high quality presentations, each teacher/tour contact will receive an online evaluation to return to both the City Contact Administrator and to the Ecology Center. This evaluation can be maintained in an online portal such as through Google Forms which allows access by multiple people or via an editable PDF form which can then be completed electronically and emailed directly to the Contract Administrator and Coordinator. These tour evaluations will guide any tour revisions or updates.

The Ecology Center will also provide all requested information to the City of Ann Arbor. This will include monthly written invoices from the Ecology Center Finance Manager, and copies of a quarterly progress report. The report will list presentations, locations, teachers, grades and numbers of students reached, and address and phone number of the contact person or instructor. All handouts and curricula outlines will be kept on file with the City. New program outlines and handouts will be submitted as they are produced. Ecology Center staff will meet quarterly with City Contract Administrator and will provide copies of a written annual report as well.

Training & Oversight

Tour guides will receive extensive training before leading a tour. Prior to the training, in-office procedures will be described so the guide can find all necessary information for the tour (i.e. contact name/info; class size; tour date(s)/time(s); and any special considerations for tour). This part of the training is estimated to take approximately 1-2 hours. Whenever possible, a new tour guide will first shadow and observe an actual education tour at the MRF. If this is not possible due to scheduling conflicts or because of reduced summer programming, the new guide will act as both an observer and student as the trainer walks through the program in its entirety. Program observation will take 2-3 hours. Then, the new guide will have a separate training where all aspects of the program will be covered in detail including: tour background information; tour set-up; tour activities and dialogue; important safety guidelines; closing message(s); and tour cleanup. Estimated training time: 3-4 hours. The new guide will prepare to

Laura Holladay will be the main staff member coordinating the Education Program at the Ecology Center. Laura is currently working at Michigan Sea Grant as their Community Outreach Coordinator. She previously held the Education Director position at the Ecology Center for 6 years. Upon completion of her grant-funded position, Laura will be returning to the Ecology Center in August following the departure of current staff member, Lauren LaRocca. Ms. Holladay is experienced in curriculum development, youth service and education projects, and conducting workshops covering diverse subject matter. Her resume is enclosed in Appendix D.

Lauren LaRocca, the current Education Director at the Ecology Center, will be leaving in mid-July to attend graduate school. Lauren will make the beginning preparations to coordinate the MRF Education Tours if the Ecology Center is selected, including designing MRF program brochures, laying the groundwork for the web page promoting the MRF tours on the Ecology Center website, and developing the evaluation methods for the tours. She has experience in developing curriculum, presenting education programming, and designing and developing education materials, including graphic design work. Lauren has also worked for the Leslie Science and Nature Center where both Laura and she served as tour guides for the MRF. Her resume is enclosed in Appendix D.

The Ecology Center, if selected for the contract, will hire additional educational support (Environmental Educator) to assist with teaching the MRF Education tours (Sept-June). This person will have experience in the education field, with both teaching and program development, as well as background in solid waste issues.

Strategy

The Ecology Center will schedule and verify tour requests in a timely and service-oriented manner. Staff will respond to all inquiries within 1-2 business days. The Contract Coordinator (Laura Holladay) has a phone extension and an organization-provided computer to have daily access to emails and phone calls during business hours. Confirmation will be sent directly following the scheduling of tours via email. Reminder emails with pre-visit information PDF packets will be sent to teachers/contacts for presentations a week prior to the schedule tour(s). Following the tour (within 1-2 business days), a post-visit PDF packet will be emailed to the contact along with an evaluation. There are currently no constraints to scheduling MRF Education Center Tours on non-holiday weekdays.

Program Promotion

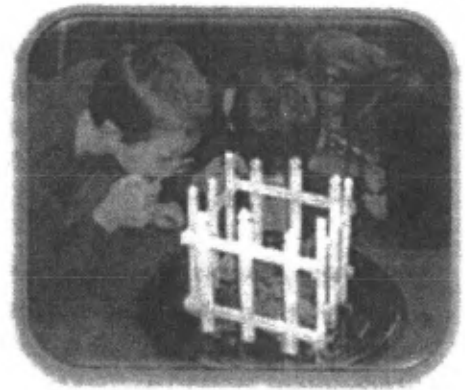
Emails highlighting the MRF education tours and monthly open houses will be sent in early September to all Ann Arbor-based K-12 schools, and as necessary, to preschools and youth groups. Information will also be sent to principals, enrichment coordinators, and teacher and youth organizations, including scout groups, which have had tours in the past two years. Brochures will also be included in the post-visit information given to classrooms visited under the City's Youth Education Contract. In addition, the Education Program's quarterly newsletter will promote the education tours and offer links to register for the open houses.

↳ Is this proactive outreach?
(enough?)

station was located at Arborland Mall in Ann Arbor. In 1981, the Ecology Center merged with Recycle Ann Arbor, which had independently begun Michigan's first curbside collection programs three years earlier. In 1990, the Ecology Center reorganized RAA as a wholly owned non-profit subsidiary. RAA runs service programs in recycling and reuse materials, as well as its own education and information efforts.

In addition, the Ecology Center has conducted many community education programs and advocacy campaigns related to solid waste issues. In the 1980s and 1990s, the Ecology Center ran a "block coordinator" network of neighborhood volunteers who promoted recycling. In 2003, the Ecology Center organized a statewide campaign, called Don't Trash Michigan, aimed to improve recycling throughout Michigan, and to restrict waste shipments from other states and Canada.

For the past 40 years, the Ecology Center has been the principal source of youth and community education about recycling and solid waste in Ann Arbor. Since its early years, the Ecology Center has been conducting programs in Ann Arbor schools about solid waste. We have provided thousands of programs (over 100 annually) on solid waste and recycling education to students in Ann Arbor schools and throughout southeast Michigan. These programs consistently receive excellent reviews from teachers and students.



Contractor Experience

The Ecology Center has developed several curricula, including GEE-WOW! Adventures in Water Education, which has undergone five printings and most recently was revised and released digitally. Other materials include two student-generated booklets, a quarterly educator newsletter, a wetlands activity guide, a land use game, an alternative fuels curriculum, and curriculum on household hazardous waste.

?
Not familiar

The Ecology Center was also contracted by Energy Works Michigan to coordinate and develop its educational curriculum regarding renewable energy. The programs are designed to demonstrate energy technologies, raise public awareness, and educate the next generation about energy issues.

With all of our programs, we aim to provide teachers with lessons that are interdisciplinary in nature, hands-on, and that are aligned with the state's Grade Level Content Expectations and High School Content Expectations. Enclosed within the proposal (Appendix E) are two classroom programs developed by the Ecology Center currently offered to AAPS schools through the City of Ann Arbor Youth Environmental Education Services Contract. These two programs (*Project Recycle & Compostability*) serve to highlight our experience in relevant recycling education as well as showcase the possibility of increasing current MRF topics regarding composting education.

The Ecology Center's financial records are maintained on an accrual basis and adhere to GAAP guidelines. The Ecology Center's records are audited annually by a C.P.A. firm, currently Bennett & Associates. [Annual audit attached.]

Safety Record

The Ecology Center has had no on-the-job safety problems in any of its programs over the past 25 years. No workers' compensation claims have been filed by employees. No charges or complaints about safety issues have been brought by our clients, program participants, members, or other persons involved with the organization during that period.

Violation Record

The Ecology Center has never had any claims brought against it for violations of any environmental or safety laws, ordinances, or regulations.

B. PAST INVOLVEMENT WITH SIMILAR PROJECTS & REFERENCES

The Ecology Center has years of experience in providing environmental education and training programs and materials for Michigan children and teachers. The Ecology Center's staff has also developed a number of educational materials, including curricula on groundwater, alternative fuel vehicles, school site investigations, land use, household hazardous substances as well as energy issues.

For 24 years, the Ecology Center has successfully been contracted to coordinate and provide the programming for the City's youth environmental education contract, reaching approximately 3,000 students and 110 teachers every year. Our consistently high-quality educational programming, our highly-acclaimed curriculum development, and our long-standing leadership role in the development and delivery of the City of Ann Arbor's recycling program demonstrates our ability to coordinate the City of Ann Arbor's Materials Recovery Facility Education Center.

We believe that environmental awareness and caring for the natural world should be crucial components of youth education, and we hope to make a difference by improving the environment one child at a time.

C. PROPOSED WORK PLAN

Contractor Qualifications

The Ecology Center introduced modern recycling to the City of Ann Arbor and to the State of Michigan. In 1970, the Ecology Center opened Michigan's first recycling drop-off station. The

Management Qualifications

Ecology Center Director Michael Garfield is the Ecology Center's Contract Manager for this project. Mr. Garfield's career spans over 25 years of work in non-profit management, public education, environmental policy, and solid waste and recycling issues. He has served on numerous solid waste and environmental commissions, including the Washtenaw County Solid Waste Planning Committee, the City of Ann Arbor's Solid Waste Commission, and the Ann Arbor Greenbelt Advisory Commission. He was Interim Director of Recycle Ann Arbor in 1992-1993. He chaired the ballot committee which won passage of Ann Arbor's environmental bond, the proposal which funded the expansion of the City's recycling and composting programs.

Laura Holladay will be the primary staff person managing this project. Ms. Holladay served as the Ecology Center's Education Director between 2006 and 2011, and will be returning to that position this summer. Laura has presented hands-on environmental workshops for over 10,000 students throughout southeastern Michigan. She has extensive experience developing curricula on energy efficiency and renewable energy systems, recycling, composting, and other sustainability issues. Her instructional experience includes teaching college biology courses, leading after-school environmental programs, presenting preK-12 classroom workshops, and training teachers. Laura holds a Master's degree in Ecology from the University of Michigan.

Lauren LaRocca will conduct some of the initial planning on the project. She is currently the Ecology Center's Education Director, and has worked in environmental education with the organization for four years. She has experience in developing curriculum on sustainability, composting, recycling, astronomy and green building. Lauren has conducted workshops and instructed in-school and after-school classroom programs. Lauren holds a B.S. in Environmental Science, specializing in Environmental Education & Communication, from the University of Michigan. She will be leaving the Ecology Center in mid-July 2013 to start a Master's Degree program.

Contract Manager

Mike Garfield

339 E Liberty St. Suite 300

Ann Arbor, MI 48104

(734) 761-3186 ext. 9263

michaelg@ecocenter.org

Financial Qualifications

The Ecology Center has successfully administered hundreds of government and privately funded grants, contracts and assistance agreements. Ecology Center has effectively managed and completed these by: a) utilizing creative, skilled, and organized professional staff; b) establishing achievable timelines; c) maintaining close collaboration with project partners; d) closely monitoring and recording progress on activities and toward objectives; e) applying standard best practices for financial management/accounting; and f) conducting thorough reporting within required due dates. The Ecology Center has never defaulted on any grants or contracts in its 43-year history.

A. PROFESSIONAL QUALIFICATIONS

Corporate Organization
Ecology Center, Inc.
339 E Liberty St. Suite 300
Ann Arbor, MI 48104
www.ecocenter.org



The Ecology Center is a 501(c)3 nonprofit corporation, incorporated in the State of Michigan.

Corporate History

The Ecology Center is a Michigan-based, nonprofit, environmental organization that works at the local, state, and national levels for clean production, healthy communities, environmental justice, and a sustainable future. Founded in 1970, the Ecology Center is the largest environmental organization in southeast Michigan and has developed many of the most innovative environmental programs in Michigan and the Midwest.

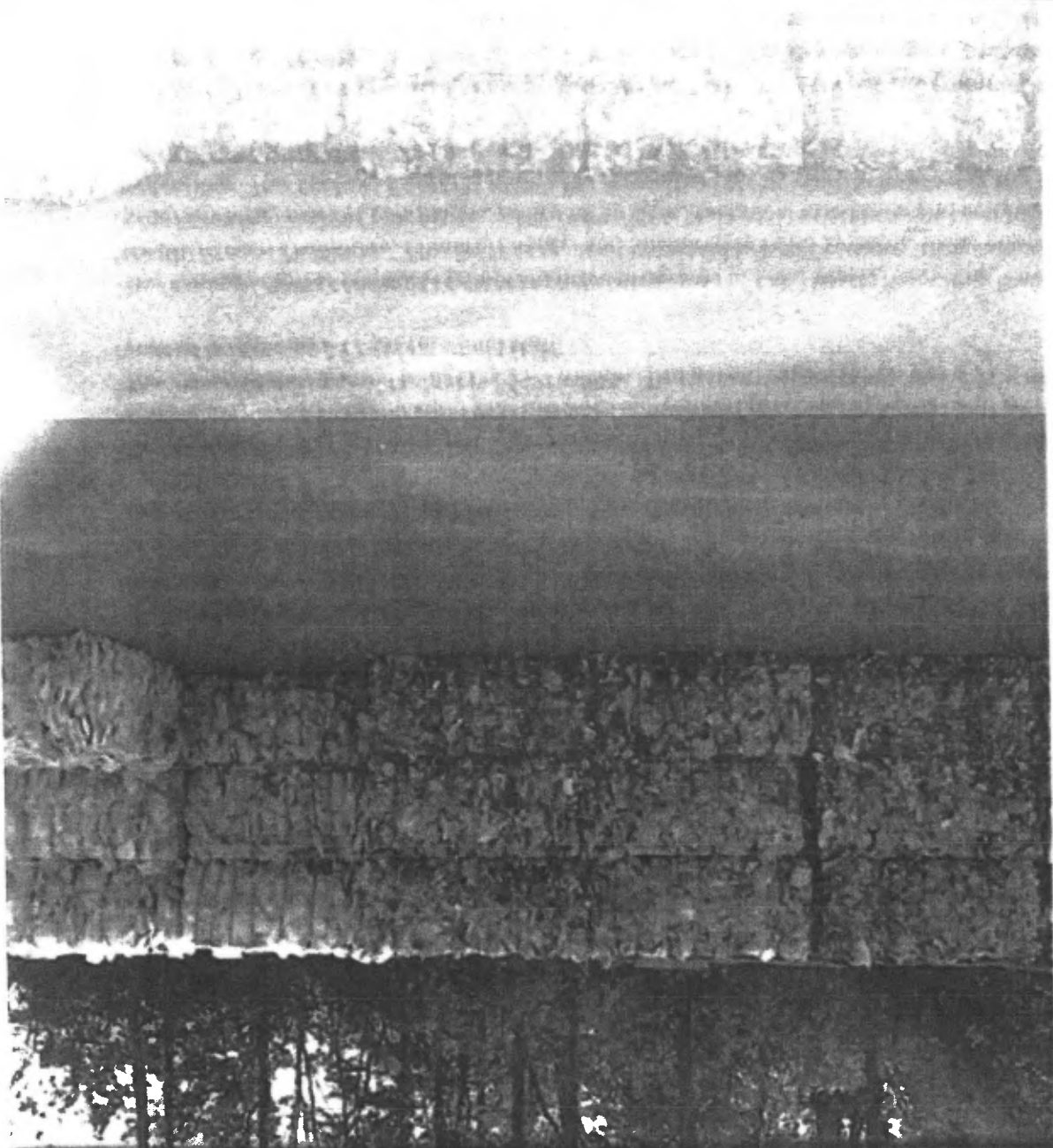
The Ecology Center established Michigan's first recycling program, developed the Midwest's largest local land preservation program, created the federal mercury switch recovery program, led the campaign that phased out all of Michigan's medical waste incinerators, and compiled one of the nation's most-cited sources on toxic chemicals in consumer products.

The Ecology Center is the parent organization of Recycle Ann Arbor, a nationally recognized community-based organization that provides convenient recycling in homes and workplaces. The consolidated annual budget is \$5.9 million. The parent organization has a \$1.5 million annual budget and 17 professional staff.

The Ecology Center conducts comprehensive programs in Solid Waste/Recycling, Environmental Health/Green Chemistry, Climate/Energy, and Sustainable Food Systems, using educational programming, market campaigns, policy campaigns, technical assistance and community organizing. The Ecology Center is nationally recognized for its work in improving the health and safety of consumer products and protecting our natural resources.

The Ecology Center has provided environmental education and training programs in Ann Arbor and southeast Michigan for over 40 years. The Ecology Center has developed a number of original education materials, including curricula on groundwater, alternative fuel vehicles, school site investigations, land use, household hazardous substances, and energy. We have provided the programming for the City of Ann Arbor's Youth Environmental Education contract for 24 years, and have consistently received superior evaluations for this work. We are uniquely able to carry out this project, by virtue of our historic leadership role in the development of Ann Arbor's recycling programs; our relationship with one of the City's principal recycling service providers, Recycle Ann Arbor; and our long and outstanding track record in providing education programs to diverse audiences.

Ecology Center
339 E Liberty St.
Suite 300
Ann Arbor, MI 48104



RFP No. 865 City of Ann Arbor MRF Education Center Tours

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under A.2 and A.3 above of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

SAMPLE AGREEMENT EXHIBITS

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

EXHIBIT B
(negotiated compensation based on accepted terms of Proposal)

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

3. Motor Vehicle Liability Insurance, including Michigan No-Fault

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

XIV. SEVERABILITY OF PROVISIONS

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

XV. EXTENT OF AGREEMENT

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 THE CITY OF ANN ARBOR

By _____
TBE
Title

By Steven D. Powers, City Administrator

Approved as to substance:

By Craig Hupy, Public Services Area Administrator

Approved as to form

By Stephen K. Postema, City Attorney

XI. NOTICE

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

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

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

City of Ann Arbor
301 E. Huron St., POB 8647
Ann Arbor, Michigan 48107
Attn:

XII. CHOICE OF LAW

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

XIII. CONFLICT OF INTEREST

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

VIII. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.

B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.

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.

IX. OBLIGATIONS OF THE CITY

A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.

B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

X. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action 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

B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

C. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, from any acts or omissions by the Contractor or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

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

B. Living Wage. The 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 D; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VII. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

A. 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.

B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.

D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

B. 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.

A. The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.

INSURANCE; INDEMNIFICATION

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

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. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.

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. Total compensation payable for all Services performed during the term of this Agreement shall not exceed _____.

COMPENSATION OF CONTRACTOR

D. The Contractor shall provide services to the City at the City of Ann Arbor's Materials Recovery Facility Education Center, 4150 Platt Road, Ann Arbor, MI 48108.

C. The Contractor shall perform its Services 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.

B. Quality of Services under this Agreement shall be of the level of quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

ATTACHMENT A
SAMPLE SERVICES AGREEMENT

SERVICE AGREEMENT BETWEEN

(CONTRACTOR)

AND

CITY OF ANN ARBOR

FOR RECYCLING PLANT TOURS AT

THE MATERIALS RECOVERY FACILITY EDUCATION CENTER

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron, Ann Arbor, Michigan 48104 ("CITY") and _____ having its offices at _____ [address, city, state] ("CONTRACTOR"), 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 the Public Services Area.

Contract Administrator means the Solid Waste Coordinator, acting personally or through any assistants authorized by the Administrator/Manager of Public Services Administration/Systems Planning.

Project means public recycling plant tours at the Materials Recovery Facility (MRF) Education Center, 4150 Platt Road, Ann Arbor, MI 48108.

II. DURATION

This agreement shall become effective on _____, and shall remain in effect until satisfactory performance of all services or June 30, 2016 whichever occurs first, unless terminated for breach or as provided in this agreement.

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

III. SERVICES

A. The Contractor agrees to provide educational programming services ("Services") as described in Exhibit A attached hereto and incorporated herein. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

**CITY OF ANN ARBOR
LIVING WAGE ORDINANCE**

RATE EFFECTIVE APRIL 30, 2013 - ENDING APRIL 29, 2014

\$12.52 per hour if the employer provides health care benefits*
\$13.96 per hour if the employer does NOT provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than 51% for the average work week.

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

**For Additional Information or to File a Complaint Contact
 Karen Lancaster at 734/794-6500 or Klancaster@a2gov.org**

Revised 01/2013

APPENDIX D

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1.821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants or financial assistance (in amounts greater than \$10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the Living Wage. This wage must be paid to the employees for the length of the contract project.

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$12.52/hour when health care is provided, or no less than \$13.96/hour for those employees that do not provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.

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
- 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

OR

- a) 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 | _____ |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE | _____ |
| TYPE OF CONTRACT AND TITLE | _____ |
| ADDRESS, CITY, STATE, ZIP | _____ |
| PHONE AREA CODE | _____ |
| EMAIL ADDRESS | _____ |

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734.734.6500

Revised 3/2013

LM-2

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

Name of Company/Organization _____ Date Form Completed _____
 Name and Title of Person Completing this Form _____ Name of President _____ Phone # _____
 Address _____ (Street address) _____ (City) _____ (State) _____ (Zip) _____ (Area Code) _____
 Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

Number of Employees
(Report employees in only one category)

| Job Categories | Male | | | | | | Female | | | | TOTAL COLUMNS A-L | |
|----------------------------|------------|--------------------------------------|------------|----------------------------|--|--|------------|--------------------------------------|------------|-------------------------|----------------------|--|
| | A White | B Black or African American | C Asian | D Hispanic or Latino | E Native Hawaiian or Other Pacific Islander | F American Indian or Alaska Native | G White | H Black or African American | I Asian | J Hispanic or Latino | | K Native Hawaiian or Other Pacific Islander |
| Exec/Sr. Officials | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | |
| Sales | | | | | | | | | | | | |
| Admin Support | | | | | | | | | | | | |
| Craftspeople | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | |
| Laborers/Helper | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | |
| Other | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | |
| PREVIOUS YEAR TOTAL | | | | | | | | | | | | |

1/12 Questions about this form? Call Procurement Office: (734) 794-6500

AAF-2

**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 (Street address) _____ (City) _____ (State) _____ (Zip) _____ Phone # _____ (Area Code) _____

Fax# _____ (Area Code) _____ Email Address _____

EMPLOYMENT DATA

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

Questions about this form? Call the Procurement Office: (734)794-6500

AAF-1

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

City Policy

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

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

To complete the form:

- 1) If a company has more than one location, then that company must complete 2 versions of the form.
 - Form #1 should contain the employment data for the entire corporation.
 - Form #2 should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.

- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization's president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

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

Price Proposal Form

APPENDIX B:

The completed Price Proposal Form is to be sealed and submitted in a separate envelope, apart from the remainder of the proposal.

- (A) Provide 10 monthly Saturday MRF Open Houses, Sept. through June, with 2 staff (from 10-Noon; may require a second session from 11:30-12:30). Provide supplies for all open house themes (e.g., paper-making, composting, crafts). Each Open House counts as two tours. (Each Open House counts as 2 "tours"; 20 tours/year)
- (B) Provide 70 MRF 60-90 minuted classroom or group tours, as formulated in the Scope of Services. Provide supplies for all MRF tour activities (e.g., paper-making, composting). (Excludes Open House tours.)
- (C) Provide administrative support for contract management (quarterly and annual reports and meetings, provision of teacher evaluations). Maintain year-round MRF tour website information. Provide e-mail and phone response (2-3 weekday response to teachers/group leaders for tours, and reminders of tours 2-5 days in advance of visit). Provide light maintenance of the MRF Education Center. Design, print, distribute 500 open house brochures/year.

1. Annual cost for provision of basic services (A, B, C above) \$ _____/year*

*Formula for payment adjustment for number of MRF tours/year provided by Contractor: $.5\% \times \#1$ (above) = per tour cost. Example: if the response to #1 is \$30,000, the per tour cost is calculated as $\$30,000 \times .005 = \150 per tour. The City would pay the Contractor \$150 for every tour over 90/year (maximum 40 extra tours/130 total). The City would deduct from the Contractor's payment \$150/tour for every tour under 90/year.

2. Annual contract increase (not to exceed 3% per year) _____%

3. Proposals Cost(s) for optional programs as detailed on proposal \$ _____/year
Additional price sheet may be attached to Appendix B.

Name of Respondent
Organization
Date

MRF Tour Visitor Estimates

(based on 2012-2013 statistics)

Tours that require one tour guide

*Number of days are not listed since it is possible to schedule multiple (smaller) groups on the same day.

| Group | # Classes/Groups | # People |
|---|-------------------------|-------------|
| Ann Arbor Public School - 6 th graders | 40 classes over 21 days | 1100 |
| Other K-12 Schools | 10 | 190 |
| College Classes | 8 | 170 |
| Scout Groups, Day Camps, Homeschoolers, Day Cares | 14 | 310 |
| Adult Groups | 10 | 120 |
| Misc. (small groups/individual requests) | 5 | 25 |
| TOTAL | 87 | 1915 |

Tours that require two tour guides

*It is not recommended for schools to try to have 4 classes (2 double classes) tour the MRF in one day when switching between another location and including a lunch break. The p.m. tour quality is compromised.

| Group | # Classes | # Days | # People | Grade |
|-------------------------------------|------------------------|-----------------|-------------|-----------------------------------|
| Central Academy | 2 | 1 | 60 | 2 nd |
| Dearborn Public Schools | 4 | 1 (recommend 2) | 120 | 5 th |
| Dexter - Wylie Elementary School | 9 | 5 | 300 | 3 rd |
| Green Hills School | 3-4 | 1 (recommend 2) | 80 | 9 th |
| Milan Area Schools | 5 | 3 | 100 | 1 st |
| Wayne-Westland Community Schools | 2 | 1 | 50 | 5 th & 6 th |
| West Bloomfield - Sheiko Elementary | 2 | 1 | 70 | 2 nd |
| Saturday Open Houses | (10 x 2 = 20 "groups") | 10 | 625 | All ages |
| TOTAL | 48 | 25 | 1405 | |

**APPENDIX A
MRF Education Center Tours - Scope of Services**

Scope of Work

The Contractor will provide educational activities for the public at the City of Ann Arbor's Materials Recovery Facility (MRF) at 4150 Platt Road is to be performed on an annual basis from July 2013 to June 2016 (three-year contract with an optional two-year extension until June 30, 2018).

The Contractor is to schedule and provide weekday MRF tours as requested by and coordinated with the public, and to offer ten monthly Open Houses September through June. The MRF Education Center programs are to be provided at no charge to the visitors unless the Contractor and City Contract Administrator mutually agree to allow specific special fees for special materials (e.g., worm bin kits) or unique programs (e.g., birthday parties).

1. **Definition of "Tours" for Payment: Provide a minimum of 90 MRF Education Center tours annually for the base contract fee.** The calculations for valid MRF tours follows:

- For consistency, all educational activities conducted at the MRF will be referred to as "tours" although not all groups physically tour the MRF floor because of age (too young), mobility, or time constraints.
- Each group or classroom (minimum 15 attendees, including chaperones and siblings) counts as one tour.
- Each double classroom visit (40-60 attendees arriving at the same time and require two tour guides) counts as two tours.
- Programs that are booked (and require) 120 or more minutes count as two tours.
- Each Open House (requiring two tour guides) counts as two tours. In the event that an Open House fills the 10 a.m. and 11:30 a.m. sessions with 30 pre-registered individuals (50 maximum), a third Open House session can be added at 1 p.m. and count as an additional tour.
- If the contractor provides more or less than 90 MRF tours during the contract year, payments will be adjusted based on the formula shown on Appendix B, the price proposal form. The City will pay for no more than 130 MRF tours per year.

2. **Provide 10 monthly MRF Open Houses September – June.** The Open Houses are generally held on the second Saturday—or a non-holiday, non-home U-M football game Saturday. Open houses are officially offered from 10 a.m. to noon. Groups of 5+ are asked to pre-register and are scheduled to arrive at 10 a.m. and once filled, a second session can be scheduled at 11:30 a.m. Individuals and families may drop in between 10-Noon without pre-registration and are folded into the existing programs.

- The Contractor will develop the annual open house schedule dates, activities and general MRF group tour information by August 15 each year to post on the Contractor's web, print in brochures and provide to the City's Contract Administrator.
- The Contractor provides two tour guides for monthly Open Houses
- The Contractor provides all materials used at the Open House activities (e.g., paper-making, composting, crafts) at no cost unless pre-approved by the City's Contract Administrator.
- Open House themes may be repeated up to 3x/year (e.g., paper-making for Sept., Dec., June)

arrangements a few days before the scheduled visit.
parking arrangements, closed-toe shoes/long pants required) and to re-confirm tours, send MRF pre-tour information (e.g., clarifying tour components, travel and Contractor will coordinate communications with teachers/group leaders to set up

The Contractor will schedule and verify presentation requests. The Contractor will coordinate communications with teachers/group leaders to set up tours, send MRF pre-tour information (e.g., clarifying tour components, travel and parking arrangements, closed-toe shoes/long pants required) and to re-confirm arrangements a few days before the scheduled visit.

4 Serve as the Primary Clearinghouse for MRF Tour and Open House Information. The Contractor will host a phone number and e-mail address that will be promoted to the public to provide information on the MRF tour and Open House offerings. Contractor will provide appropriate support staffing to respond to MRF tour requests on a timely basis—within three working days.

The Contractor will schedule and verify presentation requests. The Contractor will coordinate communications with teachers/group leaders to set up tours, send MRF pre-tour information (e.g., clarifying tour components, travel and parking arrangements, closed-toe shoes/long pants required) and to re-confirm arrangements a few days before the scheduled visit.

• Unique tour topics can be considered as requested by tour group as deemed appropriate by the Contractor and the City's Contract Administrator.
• Tour requests from individuals or student study groups can be wrapped around a pre-scheduled tour with some additional pre- or post-tour time for specific questions.
• Young Recyclers—Tour guide provides 2-3 activities including a general welcome, collecting paper products for recycling from visitors, story-telling, recycling relay, paper-making, a song, composting, scavenger hunt for recycled items, MRF video — no floor tour (preschool, K)

• Narrated Bus Tour of Ann Arbor compost center, transfer station & landfill area (for double classes grades 2-8 and also single high school and college classes scheduling 90-120 minute tours)
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• Landfill Walk-Through Mural—Describe landfill gas-to-energy operations (3-adult). Younger children can have a scavenger hunt for items that could be reused or recycled (pre-school-2nd grade)
• Narrated Bus Tour of Ann Arbor compost center, transfer station & landfill area (for double classes grades 2-8 and also single high school and college classes scheduling 90-120 minute tours)

• Stormwater management including flood plain model activity conducted by the APS environmental field trip leader (for AAPS 6th graders)
• Composting (grade 3-adult)
• Papermaking (generally for elementary age visitors, but fine for all ages)
• Activity Stations/Units. With larger groups, these activities are designed to be described to the entire group and supervised by an adult chaperone while one part of the class is taking the MRF floor walking tour with the tour guide. All visitors rotate through 203 of these activities. (all ages)

• MRF Floor Walking Tour—for visitors at least 6 years of age or 1st grade. When the MRF plant is in operation, each group of 8-12 visitors is lead by a tour guide. Visitors must wear long pants, closed shoes, safety gear (vests, hard hats, safety glasses) and follow safety rules (walk, stay with the tour guide and the rest of the group, and not pick-up, touch, or kick recyclables on the floor).
• MRF Floor Walking Tour—for visitors at least 6 years of age or 1st grade. When the MRF plant is in operation, each group of 8-12 visitors is lead by a tour guide. Visitors must wear long pants, closed shoes, safety gear (vests, hard hats, safety glasses) and follow safety rules (walk, stay with the tour guide and the rest of the group, and not pick-up, touch, or kick recyclables on the floor).

• General Introduction to waste issues. A review of the 4-minute MRF video.
• The MRF tours typically include general orientation on waste issues, coordination of activities from menu (see below), MRF floor walking tour, wrap-up time for questions. Current activities have curriculum developed by the City that will be available to the Contractor and include the following.
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• The November MRF Open House is to include an America Recycles Day theme (www.americarecyclesday.org)

• Provide classroom and group tours at the City of Ann Arbor's Materials Recovery Facility (MRF), 4170 Platt Road, Ann Arbor, MI 48108. Each tour must have a minimum of 15 attendees, including adults and siblings. Contractor may request an override of the minimum attendees with written (e-mail) approval from the City Contract Administrator.

Requests from the public to rent the MRF Education Center must be referred to the City's Contract Administrator.

10. **The City will provide handouts and printed materials for the MRF Education Center.** These materials are ordered through the City's Contract Administrator for the Communications Specialist to provide. Items include current City solid waste newsletters, home composting handouts, chart of recycled bale buyers, and other printed materials mutually agreed-upon. Each visitor can receive a recycled-content pencil with the City's Web address (up to 3000/year). Ann Arbor-based visitors can also receive a printed "pocket recycling guide" (2500/year). AAPS 6th grade students receive a rain water gauge and printed insert (1200/year).

9. **Contractor will have access to the MRF Education Center,** a 2000-foot classroom area at 4150 Platt Road, for providing programs and administrative activities. The City and the MRF Operator ReCommunity will be able to schedule use of the MRF Education Center facility with the Contractor. Uses of the MRF Education Center beyond weekdays from 7 a.m. to 6 p.m. and Saturday Open Houses requires the prior approval of the MRF Operator ReCommunity. Uses of the MRF Education Center will conform with City facility operational protocols used at Parks Facilities, e.g., no raffles, etc.

8. **Professional advancement.** The Contractor will maintain membership in the Michigan Recycling Coalition (MRC, www.michiganrecycles.org) or similar solid waste professional organization acceptable to the City. The Contractor will have at least one MRF tour guide attend a minimum of one solid waste workshop or conference annually throughout the duration of the contract.

7. **Innovation.** The Contractor may revise or expand the existing MRF tour curriculum with permission from the City's Contract Administrator. New units must align with the City's solid waste plan latest update, and include interactive components if designed for youth visitors. Proposed new units must be piloted and evaluated before becoming a permanent part of the MRF program offerings.

6. **Light MRF Education Center Facility Maintenance.** The Contractor will have access to the MRF Education Center and will provide light maintenance for keeping the classroom space organized, viewing windows cleaned, handouts stocked, floors swept, recyclables emptied, restrooms tidy/restocked with paper goods, and space generally available for other uses when not actively used for tours. The City Contract Administrator will provide restroom cleaning and restroom paper supplies and twice-monthly heavy floor cleaning by a private vendor from September through June. Any maintenance problems with the MRF Education Center must be promptly reported to the MRF Operations Contractor, and if not resolved, to the City's Contract Administrator.

5. **Administrative Documentation.**
- The Contractor will provide a monthly calendar of scheduled MRF tours to the City (Contract Administrator and Scalehouse) and the MRF Contractor (MRF Manager and accountant) by the first day of each month and update as-needed to keep people informed of tours.
 - The Contractor will respond to City of Ann Arbor and ReCommunity requests for access to the MRF Education Center classroom for meetings, workshop training, and other uses and "book" the space as-available and not being used for group tours.
 - The Contractor will develop an evaluation for teachers/group leaders that can be written and mailed back to the City or linked online with mutual access to the results from the City and Contractor.
 - The Contractor will provide: a monthly written invoice; a quarterly progress report with a list of presentations (including teacher/leader, grade/age, school/group, contact information if available, and number of attendees); copies of the evaluations; and a brief written annual summary report of the program.
 - The Contractor will attend a quarterly meeting with the City's Contract Administrator in order to assess progress, set deadlines, and discuss teacher evaluations.

- **The Contractor will create monthly press releases** to promote the open houses and MRF tours to be distributed through the City's Communications Office.

