

CITY OF ANN ARBOR

INVITATION TO BID



December 14, 2007

PC Replacement and Deployment Services

ITB NO. 3911

Bid Responses Due: January 10, 2008 by 2:00pm

Information Technology Services Unit
Finance and Administrative Services Area

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

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SECTION 1

GENERAL INFORMATION AND INSTRUCTIONS

Invitation to Bid

The City of Ann Arbor is seeking the services of a vendor to procure the required desktop and laptop workstations and performs comprehensive installation services. Delivery and installation of 300 – 500 desktops and laptops must occur in stages as described in the timeline provided by the City when contract is signed and be completed no later than May 30, 2008.

General

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

Issuing Office

The City of Ann Arbor Procurement Services Office has issued this Invitation to Bid. All contact regarding this ITB 3911 is to be directed to:

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

Phone: (734) 994-2719
Fax: (734) 994-1795
Email: dlumpkin@a2gov.org

Contract Administration

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

Kathleen McMahon, Project Delivery Manager
Information Technology Service Unit
City of Ann Arbor
100 N. Fifth Ave
PO Box 8647
Ann Arbor, MI 48107

Telephone: (734) 996-3078
Fax: (734) 994-3031
E-Mail: kmmcmahon@a2gov.org

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

Bid Submission, Evaluation and Award Schedule

Date	Activity
December 14, 2007	ITB Issued
December 26, 2007 By 1:00pm	Deadline for Submittal of Requests for Clarification of ITB requirements
January 10, 2008 by 2:00pm	ITB Response deadline
February 19, 2008	Vendor's Selection Submission for Approval by City Council
March 3, 2008	Contract Services Start Date
May 30, 2008	Anticipated Completion of all Services

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

Bid Submissions

Bids must be submitted in the bid format required. Sealed bids will be received by the City of Ann Arbor Procurement Services, Fifth Floor, City Hall, Ann Arbor, Michigan, at the time stipulated, promptly after which bids will be publicly opened. Each bid must be enclosed in a sealed envelope, endorsed across one end: **ITB NO 3911 - PC Replacement and Deployment Services**

One original and five (5) copies of the Bid shall be submitted. The information included therein should be as concise as possible. To be considered each Bidder must submit a complete response to this ITB using the format found in Section 3 of this ITB. No other distribution of the bids is to be made by the Bidder. Legal Status of Bid Bidder and Contract Compliance Form must be completed and returned with the bid. An official authorized to bind the Bidder to its bid provisions must sign each bid copy in ink.

Bids must arrive on or before the time and date specified and must be clearly marked "**ITB-3911 – PC Replacement and Deployment Services.**" Bids received after the deadline will be deemed unacceptable for further consideration. Regardless of the delivery method the Bidder is responsible for the actual delivery of the bids to the City of Ann Arbor Procurement Services Office as of the deadline. Bidders agree to honor their bid for a period of one hundred twenty (120) days from the bid due date. All bids become the property of the City of Ann Arbor after the deadline whether awarded or rejected.

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

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

Bid Clarifications

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

All clarification request submissions must be received no later than December 26, 2007, 1:00 P.M. The person making the request shall be held responsible for delivery and verification of receipt.

The City's staff will make such interpretation or correction, as well as any other additional provisions that the City may decide to include, whether in response or otherwise, only as a bid addendum. Staff will e-mail any addendums to each prospective Bidder's Primary Contact. Any addendum issued by the City shall become part of this solicitation. Bidders should consider, and must include, issued addendums in preparing their bids. Only addenda duly issued by the City shall be binding. Any errors of omission based on non-inclusion of addenda specifications in any portion of the submittals shall not be the responsibility of the City.

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

Selection Criteria

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

Bid Evaluation

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

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

Cost Bid Evaluation

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

Cost Bids will be evaluated in relation to overall strength of bid, completeness, and demonstrated ability. The City will seek to enter into a contract with the Bidder with the highest bid quality most complete, accurate and detailed project plan, most favorable pricing, viability, and proven ability to execute. Cost

Bids for any additional services recommended in the Bid(s) and acceptable to the City will be handled by separate agreement(s).

COMPLIANCE REQUIREMENTS

If total costs of all services rendered by the Respondent to the City of Ann Arbor in the last 12 months exceed \$10,000 in combination with this proposal, Respondent will be required to comply with the City Living Wage Ordinance. Human Rights compliance is required for all services valued over \$10,000. If total costs of all services rendered in connection with this proposal to the City by the Respondent exceed \$25,000, City Council approval will be required.

NON-DISCRIMINATION BY CITY CONTRACTOR(S)

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

LIVING WAGE

All contractors proposing to do business with the City of Ann Arbor, except those specifically exempted by City Code, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. (See excerpt of Chapter 23 of Ann Arbor City Code attached to specimen contract.)

TYPE OF AGREEMENT

The City intends to award a firm, fixed-price agreement to a single responsible Respondent who will take full responsibility for all system component upgrades specified in the Agreement and ordered by the City. The City will have the option of adding or deleting quantities of services depending on final design or budget constraints.

CONTRACT

The Respondent selected to do business with the City of Ann Arbor will be required to execute the standard Agreement with the City (a specimen copy is included with this RFP as Attachment B) and all required supporting documentation (insurance, living wage compliance forms, etc.) before the commencement of work. The City will not entertain requests to revise, amend, or change the language of the standard Agreement except where necessary to incorporate the scope of services and compensation for same as awarded. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the City's standard Agreement.

The Respondent selected to provide the services requested under this RFP will be required to execute the contract and furnish all required supporting documentation within ten (10) days of the award of the contract.

DISCLOSURES

The successful solicitation and the subsequent contract will become public information in accordance with the laws of the State of Michigan and in particular the Michigan Freedom of Information Act (P.A. 442 of 1976, as amended). This act provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

SALES TAXES

Under State Law, the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. No extra payment will be allowed under the Contract for failure of the Contractor to make proper allowance for taxes it must pay.

COST LIABILITY

The City accepts no financial responsibility for costs incurred by any Respondent in responding to the solicitation. By responding to the solicitation, the responder agrees to not hold the City responsible if parties other than the City obtain material from its submission without their consent.

CONFLICT OF INTEREST

Respondent certifies it has no financial interest in the products or services to be provided under this agreement other than the compensation specified in the proposal. Respondent 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 the proposal.

INDEPENDENT COST DETERMINATION

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

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

Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.

No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that he or she is the person in the proposal submitter'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.

A proposal will not be considered for award if the sense of the statement required in the Cost Analysis portion of the proposal has been altered so as to delete or modify 1.a, c, or 2 above. If 1.b has been modified or deleted, the proposal will not be considered for award unless the submitter 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.

RESERVATION OF RIGHTS

THE CITY OF ANN ARBOR RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL OR ALTERNATIVE PROPOSAL IN WHOLE OR IN PART, TO REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE IRREGULARITIES AND/OR INFORMALITIES IN ANY PROPOSAL, AND TO MAKE THE AWARD IN ANY MANNER DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

SECTION 2 STATEMENT OF WORK

Comprehensive Services

The Vendor will be expected to install the workstations, monitors and peripheral equipment (direct connect printers), standard desktop software and department-specific software according to City's technical requirements in the bid document. *The Vendor bid should explain how the Vendor intends to meet the requirements.*

Pre-Deployment Activity

The City of Ann Arbor wishes to utilize Altiris Deployment Server to install the City's standard desktop and department-specific applications. The Vendor will be expected to load the City's customized image including the base Operating System (OS), Microsoft XP Professional, and ensure that the OS and other specified installer packages are loaded prior to delivery. Vendor will be expected to load and configure any software that cannot be installed using Altiris Deployment Server. The City will develop a "GOLD" image for use by the vendor.

Just In Time Delivery

The Vendor will stage the new hardware and perform software imaging at their distribution center. The vendor must deliver the configured systems to City sites in accordance with the City's delivery schedule. Vendor must supervise delivery and personnel to ensure that equipment arrives as scheduled and at the locations designated by the City. Delivery dates and times will be finalized when the contract is awarded pursuant to this Bid. At the time of delivery, Vendor is expected to provide the City with an inventory of the items delivered.

- Vendor will deliver the imaged hardware to all City locations on a "Just in Time" basis.
- Delivery will be coordinated through the City's contact and the Vendor's project lead.
- The City will provide the Vendor with a comprehensive Site-by-Site delivery schedule which will include the delivery date, address, projected quantities, site contact and other important information for each City Site.
- Delivery Date revisions may be revised with the Vendor without penalty to the City.
- All security precautions during shipping and delivery of said equipment are the sole responsibility of the Vendor.
- Vendor will provide a comprehensive listing of equipment delivered to the City site and the City contact will sign-off as a condition of payment. Specific detailed requirements for the sign off will include the User's Name, Site location and Machine Serial Numbers for each machine.

Deployment

Daily deployments are planned during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. City holiday calendar attached.

Deployment includes the activities listed below.

- Installation (includes start up, configuration and network connectivity) of the new workstations on the desktop.
- Taking inventory of obsolete equipment being removed and new equipment being installed.
- Migrating user's "desktop personality" as described in the Migration Services section.
- Removal of the existing workstations from the desktop.
- Completion of a Quality Assurance checklist.
- Dressing up (organization) of workstations cables, wires, etc. in the desk area according to the City's instructions.
- Vendor will provide services to move the obsolete workstations to a designated staging area.

Migration Services

Vendor must provide services for migrating from the existing standard desktop “personality” to the new desktop system. At minimum, these services should include migration of the following:

- User account profiles.
- Desktop shortcuts, wallpaper, display settings, etc.
- Local network settings, TCP/IP and DNS settings, mapped networked drives, and folder/directory sharing.
- Local and networked printer settings.
- Application settings, including preferences, templates, bookmarks, address books, macros, and the like.

Post-Deployment Deliverables

Once deliveries commence, Vendor will provide the City’s contact with the information specified below regarding all workstations installed during the previous week. This information should be provided no later than 10:00 a.m. the following business day to the City Contact by email.

- An inventory, by version, of all application software installed.
- A Deployment Completion Report that includes a list of each workstation delivered, the name of the City employee to whom the workstations was assigned, the name of the technician who installed the workstations, the date and time of installation, and a summary of any issues/problems/follow-up actions pertaining to the deployment of the workstations, including whether each workstations passed acceptance testing procedures.

Equipment Removal, Disposal and Storage

All shipping materials should be broken down and placed in the appropriate recycling bins located at City Hall. At each Site, the Vendor will remove old workstations from the user’s work area and remove the equipment off-site to the staging location. The current Workstations that are being replaced require cleansing of their hard drives. An installation of a Desktop Workstation is not “complete” until the obsolete Workstation hard disk is cleansed. The disk cleansing process must use a product such as Lsoft’s Active@ KillDisk, WhiteCanyon’s WipeDrive or similar software over-write tool which meets Federal and State laws.

***Note: Simply reformatting the hard drive is not deemed sufficient. Failed drives that can not have the software over-write tool executed on them must be destroyed.*

After the Vendor has finished with the hard drive wiping procedure, the Vendor and City of Ann Arbor representative will perform an audit on the old workstations to determine if the wipe was successful.

Vendor agrees to provide removal / disposal services.

- De-installed equipment will have a disk-wipe performed on all hard drives in the machine two weeks after removal.
- Vendor and City of Ann Arbor representative will perform an audit on the wiped machines.
- Vendor will dispose of equipment shortly after audit has been performed.
- Receipt of assets
- Data erasure – Uses a low level format or appropriate erasure methods as prescribed by federal / state laws
- Equipment disposal with a rebate back to the City reflected in the bid.
- Disposal reports and audit reports
- Certification Page

Warranty and Support Requirements for the above Desktop and Laptop Workstations:

- All hardware and software must have a minimum four (4) year on-site warranty parts and labor
- Support response requirement is "Next Business Day on-site".
- Warranty timeframe begins when the total Desktops are installed successfully and accepted by City.
- Bidder must have proven record implementing and supporting the Desktop Workstation solution.

Minimum Technical Specifications for Desktop Workstations

- Minimum Technical Specifications for the Desktop Workstations
- Intel Core 2 Duo processor – 2.2 GHz or comparable manufacturer
- 2 GB Random Access Memory
- 80 GB hard drive
- 8X DVD-ROM
- Small or Ultra small form factor
- 19" VIS flat panel monitor, height adjustable
- Energy Star 4 compliant
- 4 year warranty

Minimum Technical Specifications for the Laptop Workstations

- Intel Core 2 Duo processor – 2.0 GHz or comparable manufacturer
- 2 GB Random Access Memory
- 80 GB hard drive
- 8X DVD-ROM
- 802.11 a/g
- Mobile broadband EV-DO Sprint
- Energy Star 4 compliant
- 3 year warranty
- Optional Dock/Port replication
- Optional monitor stand
- Optional 19" VIS flat panel monitor, height adjustable

The City of Ann Arbor would like to receive pricing with regard to "Green PC" with the above mentioned technical specifications.

Key EcoSys Platform Features:

- Green certified components
- Energy & power management software
- Green business practices
- Energy star 4
- Intel vPro and power management technology
- Cradle-to-grave recycling practices

**SECTION 3
INFORMATION REQUIRED FROM ALL BID BIDDERS**

Format

Bids should be submitted using the following format:

- Section 1: Bid Statement (format attached – Appendix A)
- Section 2: Overview of the Bidder, its services and Professional Qualifications – The section should give a summary of the Bidder’s history, experience and qualifications, including years in business, locations, size, growth, and financial stability.
- Section 3: Past Involvement with Similar Projects
- Section 4: Proposed Work plan: This section should detail the implementation plan for providing services. Response should be developed incorporating all scope of service components of the Technical Requirements.
- Section 5: References
- Section 6: Appendices
- Section 7: Cost Bid (separately submitted in sealed and marked envelope)

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

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

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

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

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

Identify any subcontractor relationships necessary or appropriate to perform your proposed work plan. The use of any of these firms may be a separate election by the City unrelated to the selection of the Bidder.

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

Section 3: Past Involvement with Similar Projects - 30 points

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

Section 4: Proposed Work Plan - 30 points

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

Section 5: References

Each Bidder shall submit a list of four (4) references of agencies to which they have provided similar services. Two of the references must be governmental or other public corporations. Reference must include the information listed below:

REFERENCE

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

Any major difference between the Bidder's bid to the City and these references must be noted. Failure to list references with contacts will result in your submission being disqualified. The City reserves the right to contact any Company for which Bidder has provided services, whether listed or not.

Section 6: Appendices

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

Section 7: Cost Bid - 20 points

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

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

- B. The cost proposed must include the total estimated cost for the project. This total may be adjusted after negotiations with the City and prior to signing a formal contract, if justified. Identify a proposed payment method. The organization is encouraged to offer a quarterly billing cycle.

The following statement must appear on the cost bid above the authorized signatory's signature:

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

- C. Cost bids will only be opened for the formal interview, at which time the proposed fees will also be discussed.

APPENDIX A

BID

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

**APPENDIX B
SPECIMEN STANDARD CONTRACT FOR SERVICES**

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

AGREEMENT BETWEEN
CITY OF ANN ARBOR AND

for
PC Replacement and Deployment Services

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("City"), and _____

a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)
with its address at _____
("Contractor"), this _____ day of _____, 20____, agree as follows:

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

I. DEFINITIONS

Administering Service Area/Unit means Information Technology Services Unit.

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

Project means PC Replacement and Deployment Services, ITB 3911.

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

II. DURATION

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

III. SERVICES

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

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

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONTRACTOR

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

V. RELATIONSHIP OF PARTIES

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

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

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

- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

VI. INSURANCE AND LIABILITY RELEASES; INDEMNIFICATION

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

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when necessary or requested any partner organizations or subcontractors. The certificates of insurance shall meet the following minimum requirements.

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

The Contractor shall also require that each of its retained subcontractors name the City as an additional insured on their CGL policies for any work performed in compliance with this Agreement for Contractor.

3. Certificates of insurance at execution of this Agreement, and thereafter contemporary with the renewal date of the insurance coverage, shall be provided to the City and shall evidence that the insurance requirements contained in this provision are satisfied in their entirety. Certificates shall also provide that at least 30 days prior notice of cancellation or material change shall be provided to the City. In addition, Contractor upon a request of the City shall provide a complete and true copy of any of the insurance policies required by this provision.
4. Personal property of the Contractor on the Premises is at the Contractor's own risk.

5. Proof of automobile insurance coverage may be required for rental of City vehicles in the same types or amounts as may be required under the City vehicle lease agreement in effect on the date of lease.
 6. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the City of Ann Arbor. Insurance required under this Article VI shall be considered primary as respects any other valid or collectible insurance that the City may possess, including and self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, Contractor agrees to waive any right of recovery by its insurer against the City
 7. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
 8. Contractor shall be responsible to the City or insurance companies insuring the City for all costs resulting from any inadequate insurance coverage of the Contractor or a contractor retained by the Contractor to perform work in compliance with this Agreement.
- C. In the event of any claims brought or threatened by any party against the City relating to the status, acts or omissions of the Contractor, the Contractor agrees to cooperate in all reasonable respects. In the event of any claims brought or threatened by any party against the Contractor relating to the status, acts or omissions of the City, the City agrees to cooperate in all reasonable respects.
- D. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

VII. COMPLIANCE REQUIREMENTS

- A. The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit ___.

- B. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) and specified in Exhibit H; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit ___.

VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article X. If the Project is terminated for reasons other than the breach of the Agreement by the Contractor, the Contractor shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies

IX. REPRESENTATIONS AND WARRANTIES.

- A. City Representation and Warranty. The City represents and warrants that this Agreement is not inconsistent with and does not contravene any existing laws, regulations or legal requirements applicable to the City, and will not result in a breach or constitute a default under any agreement to which the City is a party or any decree or order of governmental authority.
- B. Contractor Representation and Warranty. The Contractor represents and warrants that this Agreement is not inconsistent with and does not contravene any incorporating or governing document of the Contractor. The Contractor further warrants that it will perform all of its obligations under this Agreement in conformance with any existing laws, regulations or legal requirements applicable to its provision of Services. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.

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

X. GENERAL CONDITIONS

- A. The terms of this Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.
- B. 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.
- C. The captions and paragraph headings hereof are inserted for convenience only and shall not be deemed to limit or expand the meaning of any paragraph.
- D. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.
- E. This Agreement may be executed in multiples, each of which shall be deemed an original.
- F. Any notices, submissions, communications and waivers under this Agreement shall be in writing and shall be delivered in person, by facsimile, mailed (postage prepaid, by registered or certified mail, return receipt requested), or by overnight express carrier and addressed in each case as follows:

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

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

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

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

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

FOR CONTRACTOR

By _____
[Type Name]
Its

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Roger W. Fraser, City Administrator

Tom Crawford, Financial Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

APPENDIX C FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

(6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:

- (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
- (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
- (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
- (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

APPENDIX D

LIVING WAGE REQUIREMENTS

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

1:813. Definitions.

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

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

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

1:814. Applicability.

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

1:815. Living Wages Required.

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

1:816. Employees Covered.

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

1:817. Exemptions.

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

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

1:818. Monitoring and Enforcement.

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

- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

1:819. Penalties and Enforcement.

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

* * * * *

1:821. Other Provisions.

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

* * * * *

APPENDIX E
City of Ann Arbor Procurement Office
INSTRUCTIONS FOR CONTRACTORS
For Completing CONTRACT COMPLIANCE FORM

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

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

To complete the form:

1) **If a company has more than one location, then that company must complete 2 versions of the form.**

- **Form #1** should contain the employment data for the **entire corporation**.
- **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).

2) If the company has only one location, fill out Form #1 only.

3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.

4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.

5) Return the completed form(s) to *your contact* in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/994-2719

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

APPENDIX F

City of Ann Arbor

LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

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

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

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

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

- a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$10.33/hour when health care is provided, or no less than \$11.96/hour for those employers that do not provide health care. It is understood that the Living Wage will be adjusted upward each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include the adjustment for 2007.
b) Please check the boxes below which apply to your workforce:
[] Employees who are assigned to any covered City project or grant will be paid at or above the applicable living wage without health benefits Yes _____ No _____

OR

Employees who are assigned to any covered City project or grant will be paid at or above the applicable living wage with health benefits Yes _____ No _____

- c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
d) To provide the City payroll records or other documentation as requested; and,
e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Human Resources Office City of Ann Arbor
734/994-2803 fax: 734/994-2590

APPENDIX G

CITY OF ANN ARBOR HOLIDAY CALENDAR

2008 New Years Day	Tuesday	January 1, 2008
Martin Luther King Jr. Day	Monday	January 21, 2008
President's Day	Monday	February 18, 2008
Good Friday (12N/5PM)	Friday	March 21, 2008
Memorial Day Observed	Monday	May 26 2008
Independence Day	Friday	July 4, 2008
Labor Day	Monday	September 1, 2008
Columbus Day Observed (Dist.Ct Only)	Monday	October 13, 2008
Veterans Day	Tuesday	November 11, 2008
Thanksgiving Day Holidays	Thurs/Friday	November 27/28, 2008
Christmas Eve (12N/5PM)	Wednesday	December 24, 2008
Christmas Day	Thursday	December 25, 2008
New Years Eve (12N/5PM)	Wednesday	December 31, 2008

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

Form #1

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

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

Form #2

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

YOUR RIGHTS UNDER THE ANN ARBOR LIVING WAGE ORDINANCE

→ *NEW RATE EFFECTIVE APRIL 30, 2007* ←

\$10.33 per hour

if the employer provides health
care benefits*

\$11.96 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.

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

Dee Lumpkin, Procurement Assistant

734/994-2719 or dlumpkin@a2gov.org

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

**The law requires employers to display this poster where employees
can readily see it.**