

REQUEST FOR PROPOSAL

RFP # 962

Land Application of Municipal Wastewater Biosolids

City of Ann Arbor
Public Services Area/WWTP



Due Date: February 26, 2016 by 2:00 p.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION 1- GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal (RFP) is to select a Contractor to provide services for the land application of municipal wastewater biosolids (liquid) from the Ann Arbor Wastewater Treatment Plant (WWTP) located at 49 Old Dixboro Road Ann Arbor, MI 48105.

B. QUESTIONS ABOUT AND CLARIFICATIONS OF THE REQUEST FOR PROPOSAL

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before February 16, 2016, at 10:00 a.m.,
and shall be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Keith Sanders,
Assistant Manager WWTSU - ksanders@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer,
Buyer - cspencer@a2gov.org

Should any prospective Contractor be in doubt as to the true meaning of any portion of this RFP, or should the Contractor find any ambiguity, inconsistency, or omission therein, the Contractor shall make a written request for an official interpretation or correction by the due date for questions as indicated above.

All interpretations, corrections, or additions to this RFP will be made as an official addendum that will be posted to a2gov.org and MITN.info only. It shall be the Contractor's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting at **1:00 p.m., February 12, 2016**, at the Ann Arbor Wastewater Treatment Plant (WWTP) located at 49 Old Dixboro Road, Ann Arbor, MI 48105. **A site tour will be provided during this pre-proposal meeting, which will be the only opportunity for Contractors to have access to the WWTP staff for a guided tour.**

It is recommended that Contractors personally inspect the WWTP to gain detailed knowledge of operating and loading conditions prior to submitting proposals.

Contractors shall determine to their own satisfaction the conditions to be encountered, the difficulties involved and all other factors that may affect the work proposed.

It is anticipated that this will be a multi-year agreement, during which the WWTP will undergo construction of significant capital improvements. The successful Contractor to whom this contract is awarded will not be entitled to any additional compensation if conditions due to the planned construction activities are different from those anticipated.

D. PROPOSAL FORMAT

To be considered, each firm 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 Contractor. An official authorized to bind the Contractor to its provisions must sign the proposal in ink. Each proposal must remain valid for at least 90 days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability and proposed methods to meet the requirements of the RFP. Marketing information not relevant to the RFP meant to embellish the proposal may be considered negatively by the City. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprising staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top Contractors, and open only those fee proposals. The City will then determine which, if any, Contractors will be interviewed. During the interviews, the selected Contractors will be given the opportunity to discuss their proposal, qualifications, past experience and fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected Contractor to this project. If the City chooses to interview any respondents, the interviews will be tentatively scheduled during the **week of March 7, 2016**. Contractors must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Contractor's response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City Procurement Unit on, or before, February 26, 2016 at 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 in a sealed envelope

- **one (1) original proposal**
- **three (3) additional proposal copies**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: “RFP No.962 – Land Application of Municipal Wastewater Biosolids” and list the Contractor’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
c/o Customer Service
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 on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Contractor for any unforeseen circumstances, delivery or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Contractors are responsible for submission of their proposal. Additional time will not be granted to a single Contractor. However, additional time may be granted to all Contractors at the discretion of the City.

A proposal will be disqualified if:

- 1. The fee proposal is not contained within a separate sealed envelope.**
- 2. To be considered, each Contractor must submit a complete response to this RFP using the format found in Section III of this RFP. No other distribution of this proposal is to be made by the submitter. The signature**

page and legal status of Respondent (Attachment A & B), the forms provided as Attachment C - City of Ann Arbor Non-Discrimination Declaration of Compliance, Attachment D - City of Ann Arbor Living Wage Declaration of Compliance, Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document must be included in submitted proposals. **Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.**

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a Contractor's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Services Agreement.**

The City reserves the right to award the total proposal, to reject any or 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.

This RFP and the selected Contractor's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. HUMAN RIGHTS REQUIREMENTS

All Contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment B shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful Contractor must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the Contractor complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Contractor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. PRICE

The price for services provided under this contract shall be for three (3) years from the date of contract signing with specified periodic adjustments. Following the third year, the contract term may be renewed for up to two (2) one (1) year periods provided that by 45 days prior to the end of the contract both parties agree in writing to an extension.

Periodic adjustments to the price for services offered under this contract shall be calculated using one of the following two methods:

1. A Consumer Price Index Adjustment (CPIA), applied to the price for services, calculated on July 1 each year, equal to 80% of the appropriate Bureau of Labor Statistic Indexes: Consumer Price Index for All Urban Consumers (CPI-U) (Detroit Area, 1982-84-100).
2. Alternatively, a Fuel Cost Adjustment (FCA) may be applied. The FCA would be applied to the portion of the price for services attributed to fuel cost at the time of the proposal. The FCA will fluctuate with the cost of diesel fuel as published by the US Department of Energy (DOE) website, Midwest PADD2, for diesel fuel as published on the internet at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. If after review the FCA exceeds a level of 30% higher or lower than the baseline fuel index level as recorded during February 2016 by the DOE, an adjustment would be applied to the price for services. FCA reviews will be conducted and become effective on April 1 and August 1 of each contract year for the duration of the agreement.

The Contractor must declare a preference of calculation method for specified periodic adjustments with submission of the written proposal.

M. SURETY BOND

The successful Contractor shall provide a Performance Bond to the City of Ann Arbor for \$750,000 on a form as provided in Appendix B. The Performance Bond shall be executed in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

N. COST LIABILITY

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

O. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Contractor is not currently debarred, suspended, proposed for debarment, 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. PROPOSAL PROTEST

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

O. SCHEDULE

Proposals shall define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process:

Activity/Event	Anticipated Date
Pre-Proposal Meeting	February 12, 2016 1:00 p.m.
Written Question Deadline	February 16, 2016, 10:00 a.m.
Proposal Due Date	February 26, 2016, 2:00 p.m.
Tentative Interviews (if needed)	Week of March 7, 2016
Selection	Week of March 14, 2016

Expected City Council Authorizations
Contract Start Date

April 18, 2016
May 18, 2016

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected Contractor will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all Contractors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. 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 a revised scope be implemented.
6. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
7. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

SECTION II - SCOPE OF SERVICES

A. Project Description

The City utilizes contracted services for the application of municipal wastewater biosolids to farm land during certain portions of the year, which coincide with typical farming practices, and disposes biosolids in a landfill during the balance of the year. Land application usually occurs during the months of April, May, June, July, August, September, October, November and December. It is estimated that current technology in use generates approximately 1,722,222 gallons of biosolids each month at a solids concentration of approximately 5.0%. The yearly amount of biosolids currently land applied is approximately 15,500,000 gallons. Actual biosolids production and concentration may vary depending upon WWTP operations.

A capital improvements project is ongoing and will end approximately September 2017. This project will not affect solids disposal production but may create temporary traffic delays.

Periods of land application are dependent upon weather, soil conditions and plant operations. All work done shall be in compliance with United States Environmental Protection Agency (USEPA) guidance for 40 CFR 503, Michigan Department of Environmental Quality (MDEQ) guidance for Part 24 regulations, and the WWTP Residuals Management Plan (RMP).

B. City's Responsibilities

1. Provide personnel to oversee contract administration and to address questions on the contract.
2. Operate and maintain the biosolids production unit processes.
3. Provide stabilized biosolids in compliance with USEPA guidance for 40 CFR 503, MDEQ guidance for Part 24 regulations, and the RMP.

C. Contractor's Responsibilities

1. The Contractor shall be responsible for the following operations and all costs thereof:
 - a. Providing necessary management services to maintain compliance with USEPA guidance for 40 CFR 503, MDEQ guidance for Part 24 regulations, and the RMP including RMP modifications and RMP modification submittals as they become necessary.
 - b. Provide adequate equipment to remove biosolids at a rate necessary to prevent excessive accumulations of biosolids at the WWTP. The WWTP

shall solely determine what constitutes an excessive accumulation of biosolids at the WWTP.

2. Efficiently and safely load biosolids into transport vehicles and transport the biosolids to approved application sites in compliance with all applicable safety and transport regulations.
3. Provide labor and equipment to properly apply biosolids at agronomic rates as outlined in the RMP and applicable regulations. Once biosolids removal from the plant begins, it will continue without affecting the WWTP's operation as determined by the plant manager or his designee until it is mutually agreed to cease removal. If the Contractor experiences equipment failures, the Contractor shall have the equipment fixed or replaced by end of the workday to avoid a biosolids backlog. The Contractor shall submit a plan to the WWTP for approval to address how the Contractor will manage conditions when the Contractor is unable to haul due to wet weather. The plan shall address the timeframe to remove the backlog of solids along with the normal quantity of biosolids needed to be hauled before negatively affecting the WWTP.
4. If the Contractor cannot remove biosolids so as not to negatively affect the WWTP's operation, the City will make such arrangements. The Contractor shall be responsible for any fees in excess of what would have been paid to the Contractor had they removed the biosolids.
5. The Contractor shall submit a spill response plan for City approval within ten (10) days of the contract start date. The approved plan shall include response timeframes, Contractor representatives and contact information, the list of companies and contact information that the contractor will hire to completely clean the spillage, including washing and vacuuming. Clean up of all spills shall be to the satisfaction of the City, governmental agencies, regulatory agencies and any affected property owners in the spill area.

D. Management

1. The Contractor shall designate its administrator of this contract, and shall submit a detailed data sheet with the bid proposal describing the administrator's experience and education.
2. The Contractor shall establish and maintain good public relations with landowners and farmers participating in the program, as well as the general public. Disagreements with, or dissatisfaction of the landowner, farmer, or general public shall be reported to the WWTP as soon as possible.
3. The Contractor shall check in at the beginning of each workday and check out at the end of each workday with designated WWTP staff, at a minimum. All changes to the work schedule for any reason shall be communicated directly

to designated WWTP staff within one hour of the Contractor becoming aware of the change in conditions.

E. Acquisition of Land Application Sites

1. The Contractor shall provide services to locate and acquire MDEQ permitting of suitable farmland for the exclusive use of the WWTP. This includes all soil sampling and analyses using methods in compliance with applicable regulations. Application sites shall meet the requirements for land application as determined by the MDEQ and the RMP and shall be located in Michigan.
2. Proposed farmland application sites shall be properly documented as specified in the RMP and applicable regulations. Copies of the documentation will be submitted to the WWTP for approval prior to submittal to the MDEQ. Notification of site approvals will be made to adjacent landowners, local governing bodies, and county officials as required by applicable regulations and the RMP or as requested by the WWTP.
3. The Contractor shall notify the WWTP at least 90 days before the expiration of a site approval. The Contractor shall submit the required information for the noticed site(s) for re-approval after receiving notification from the WWTP to proceed.
4. The Contractor shall become familiar with currently approved application sites.

F. Loading and Transport of Biosolids

1. The Contractor shall drive safely at all times.
2. The Contractor shall promptly notify the WWTP in event of a biosolids spill or regulatory problem. The Contractor shall provide for the prompt clean up of any spill from the Contractor's equipment or due to the actions of the Contractor's employees. The Contractor shall reimburse the WWTP for any costs incurred due to such spills or if the WWTP cleans up such spills.
3. Transportation routes shall be designed to minimize travel through densely populated areas or near community gathering places such as churches or schools.
4. The Contractor shall comply with the load restrictions placed on certain roads, including when seasonal load restrictions are in effect. No extra compensation will be granted while operating under seasonal load restriction requirements on haul routes.
5. The Contractor shall load and seal all vehicles such that biosolids are not spilled from the vehicle. All vehicles shall be cleaned of any biosolids prior to leaving

the WWTP and again prior to leaving the application site. The Contractor will be responsible for any spilled biosolids during loading and transportation activities.

6. If there are complaints about odor or spillage from transportation equipment, the Contractor shall take the necessary steps to promptly correct the complaints and shall promptly notify the WWTP of any such complaints.

G. Land Application of Biosolids

1. Prior to biosolids application, the field will be flagged to reflect staging areas, isolation requirements, and areas of unacceptable soil types. Proper mapping of each field and coordination with field crews may be an acceptable whole or partial substitute for flagging when approved by the WWTP and done in compliance with any applicable federal and/or state regulations.
2. The Contractor shall schedule application of biosolids as near as possible to the time the farmer expects to till the soil if soil tilling is a constraint. In any case, the farmer shall be notified at least 24 hours prior to biosolids hauling and/or subsurface injection.
3. The application of biosolids will be done by equipment with flotation type tires to minimize soil compaction and avoid ruts in the field. Contractor shall provide subsurface injection equipment to provide 100% coverage of biosolids by soil after injection to eliminate odors and to meet vector attraction requirements of 40 CFR 503. The WWTP may require Contractor to demonstrate equipment prior to award to ensure that these requirements are met.
4. Loading operations, biosolids transport and application will take place during daylight hours, Monday through Friday, unless otherwise approved by the WWTP. If the Contractor wishes to load, transport, or apply at other times, the Contractor will reimburse WWTP for any overtime or premium time expense. If the WWTP deems necessary, the Contractor shall provide loading operations, biosolids transport and application on weekends and/or holidays at no additional cost to the City.
5. The Contractor shall inspect the fields that received biosolids before leaving the site to ensure that foreign objects such as rocks or metal were not put on the field due to biosolids application. Fences or gates that were removed or damaged to facilitate equipment access to the fields must be replaced and if necessary repaired immediately after biosolids spreading operations to the landowner's satisfaction, at the Contractor's expense.
6. The amount of biosolids that are unloaded at the application site will not be more than the amount scheduled to be applied to that site for that crop year, if practical. The staging area (the area where biosolids are unloaded from the

transport vehicle and loaded into the spreader) must be a portion of the field suitable for biosolids application and acceptable to the landowner and farmer. Staging areas must meet application guidance criteria and must be completely tilled once application is completed.

7. The Contractor shall maintain and restore the condition of the staging area to the satisfaction of the landowner. Staging area operations will be conducted in such a manner as to minimize damage requiring such restoration.
8. The Contractor shall be responsible for meeting vector attraction reduction requirements as defined in 40 CFR 503 and Part 24 regulations. Application of biosolids shall be by subsurface injection only for liquid and cake biosolids applied to the land surface shall be incorporated into the soil within six (6) hours after application to the land.

H. Equipment

1. The Contractor shall keep their equipment in good operating condition and in compliance with applicable regulations. All maintenance shall be done at the Contractor's expense. WWTP facilities shall not be used for equipment maintenance except as previously agreed upon by the Contractor and the WWTP. The Contractor shall properly dispose of any materials and/or debris resulting from their maintenance activities.
2. Equipment used to remove biosolids from the biosolids storage tank shall be replaced should breakdown occur. If equipment is not replaced, the WWTP can, at the Contractor's expense, bring in equipment deemed necessary to maintain operations. Such expenses will be itemized and deducted from any amount due the Contractor.
3. Disabled vehicles will be towed or pulled at the Contractor's expense. No WWTP equipment will be used for this purpose.
4. Equipment shall not be stored on site overnight or over the weekend. If extenuating circumstances occur, the Contractor shall obtain permission from the WWTP to store equipment on site overnight or over the weekend before doing so on a case-by-case basis.

I. Analytical Services

1. The Contractor shall provide services to collect and analyze, on a monthly basis, a representative sample of biosolids during the months application takes place. Analyses performed shall be for total metals and plant nutrient constituents as specified in the RMP and required by the MDEQ. Analytical methods shall be in accordance with applicable regulations and results will be provided on a dry weight basis.

2. The Contractor shall provide services for all routine soil fertility analyses associated with land application of WWTP biosolids in a manner consistent with applicable regulations and the RMP.

J. Reports

1. The Contractor shall provide a duplicate daily summary report. The report shall include the date of the report and the volume, driver name, tanker ID number and destination for each load transported that date. At the end of each day, one copy of the report is to be given to the WWTP. The other copy will be attached to the pertaining invoice. One invoice per month detailing the previous month's activity is to be submitted.
2. The Contractor shall provide a monthly report to the WWTP. The report shall be on a site-by-site basis and use the MDEQ Biosolids Recycling Tracking Sheet (EQP 5850) or a format approved by the WWTP. The report shall include a copy of biosolids analytical data for the reported month and appropriate signed certifications. The report shall be submitted by the fifteenth day of the month following the reported month or a date agreed to by the WWTP.
3. The Contractor shall provide an annual report to the WWTP. The annual report shall contain, on a site by site basis, the site name, the MDEQ site number, the Contractor's site number if different from the MDEQ site number, owner name, operator name, applicer name, latitude and longitude of the site, township name, range and section, acres, acres used, crop, application rate (tons per acre), whether or not cumulative load was required, whether or not 90% CPLR application rate was reached if applicable, and if the site is located in Indian Country. Information requested in the report may be modified by the WWTP as needed. This information will be provided for the time period of October 1 to September 30 or another time period requested by the WWTP. The annual report shall be submitted on or before the Monday of the third week of the October following the reporting period. The format of the report shall be approved by the WWTP.
4. The Contractor shall ask the site operator and owner if they want copies of soil fertility data and monthly reports specific to their site and provide copies of these documents if so requested. Copies of signed land agreements and site restrictions will be provided to the site operator and landowner. There will be no charge to the site operator or owner for these documents.

K. Utilities

Cost of additional, necessary utilities and their installation and hook-up shall be borne by the Contractor unless previously agreed to in writing by the WWTP.

L. Measurement and Payment

1. The method of measurement for liquid biosolids transported shall be based on any of the following and will be determined by the WWTP.
 - a) Flow Meter - A meter installed at the WWTP that measures the number of gallons loaded into a tanker unit.
 - b) Storage Tank - Volume of biosolids per inch of tank draw down. The storage tank shall be measured when beginning work and again when hauling is completed. The number of inches of biosolids removed times the gallons per inch of biosolids in the tank shall be used for determining the volume of biosolids removed.
 - c) Tanker Loads - The number of tanker loads transported times the certified capacity of each tanker. Each tanker utilized for transportation of biosolids must be certified for volume and a Statement of Certification for each unit must accompany the proposal.
 - d) Other – A method agreed to by the WWTP and Contractor.
2. If during the term of the contract, tanker units are modified or if additional tanker units are added to the equipment to be utilized, the Contractor shall notify the WWTP and submit a Statement of Certification prior to utilizing the modified or new unit for transportation of biosolids.
3. The measure of liquid biosolids hauled will be based on each gallon hauled and shall be determined by the WWTP using one or more of the methods described in the previous section.
4. Payment for volume hauled will be made within thirty (30) days of acceptance of the work specified on the invoice by the Contract Administrator. Any early payment discounts shall be noted on the proposal form.

SECTION III – MINIMUM INFORMATION REQUIRED EVALUATION CRITERIA

A. Professional Qualifications - 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate elements 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. Include the number 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.
3. State history of the Contractor, in terms of length of existence, types of services provided, etc. Identify the technical details that make the Contractor uniquely qualified for this work.

B. Past Involvement with Similar Projects - 20 points

The written proposal must include a list of specific experiences that indicate proven ability in the land application of municipal WWTP biosolids. A summary of related projects performed by the organization and subcontractors detailing the scope of work for each project is appropriate in this section. A contact person and telephone number should be listed with each project for reference. A minimum of three references shall be provided.

C. Proposed Work Plan - 30 points

1. A detailed work plan is to be provided which presents methods, techniques, approaches, etc. to accomplish the work of the project. The plan shall delineate: who will be doing the work, what work is to be done, when it is to be done and in what fashion. Where appropriate, the work plan shall include a time line schedule depicting the sequence and duration of tasks, including time for necessary approvals. The work plan shall identify the progress milestones. Additionally, the plan shall include a list of equipment available for land application of WWTP biosolids. The equipment age and condition shall be described.

2. Additional project elements suggested by the Contractor are to be included in the work plan and identified as Contractor suggested elements.
3. Identify all of those, if any, who will be subcontracted to assist the Contractor with this project, 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 Contractor.
4. Include example documentation used to report land application activities including example daily, monthly and annual reports.
5. Include any other information that the Contractor believes to be pertinent but not specifically asked for elsewhere.

D. Fee Proposal - 30 points

1. Fee quotations shall be submitted in a separate sealed envelope and as part of the proposal. The Contractor(s) selected to be interviewed shall be capable of justifying the details of the fee proposal relative to the plan of work.
2. The fee proposed must include the total cost per gallon of liquid biosolids. The standard contract is included in Section IV of this RFP.
3. Fee proposals will only be opened for the formal interview, at which time the proposed fees will also be discussed. Unopened fee proposals will be returned to those Contractor(s) that were not interviewed and after the completion of this selection process.

E. Authorized Negotiator

Include the name, phone number and position of persons(s) in your organization authorized to negotiate the Service Agreement with the City.

F. Interview

1. Members of the Selection Committee will evaluate each proposal by the above-described criteria and point system (A through C) to select the Contractors to be interviewed. The City reserves the right to not consider any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. The Committee will contact references to verify material submitted by the Contractors.
2. The Selection Committee will open the fee proposals of those Contractor(s) selected for interview prior to conducting the interview.

3. The Committee will schedule the interviews with the selected Contractor(s). The selected Contractor(s) will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview shall consist of a presentation of approximately thirty (30) minutes by no more than five representatives of the Contractor (including the person who will be project manager on this contract) followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The Evaluation Committee may record the oral interviews on tape.
4. The Contractor(s) interviewed will be re-evaluated by the above criteria (A through D) after the interview.
5. After evaluation of the proposals, negotiation with the selected candidate Contractor will be pursued leading to the award of a contract, if approved by City Council.
6. The Evaluation Committee may contact references to verify material submitted by the Contractors.
7. The City will determine whether the scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope or a revised scope.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that he or she is the person in the consultant's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Contractor must acknowledge in its proposal all addenda it has received. The failure of a Contractor to receive or acknowledge receipt of any addenda shall not relieve the Contractor 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 official written addenda.

SECTION IV – ATTACHMENTS AND APPENDICES

Attachment A - Signature Page

Attachment B - Legal Status of Respondent

Attachment C - Non-Discrimination Ordinance Declaration of Compliance Form

Attachment D - Living Wage Declaration of Compliance Form

Attachment E - Vendor Conflict of Interest Disclosure Form

Attachment F - Non-Discrimination Ordinance Poster

Attachment G - Living Wage Ordinance Poster

Appendix A - Sample Service Agreement

Appendix B - Performance Bond Format

**ATTACHMENT A
PROPOSAL SUBMITTAL FORM AND SIGNATURE PAGE FOR
REQUEST FOR PROPOSAL NO. 962**

RESPONSE: Are these items included in your proposal? Respond Yes, No, or NA – Explain No or NA in Respondent Comments

_____ ANY EXCEPTION TO THE TERMS AND CONDITIONS AND SPECIFICATIONS HAVE BEEN IDENTIFIED and IT IS UNDERSTOOD THAT SUCH EXCEPTIONS MAY RESULT IN BY BID BEING DEEMED NONCONFORMING. (If no exception, indicate not applicable)

_____ All requested documents requested have been included (for example, the Bid Bond or certified check.)

_____ Reference list is attached.

_____ Required performance, labor and material bonds and proof of insurance will be provided, if my firm receives the award.

_____ The undersigned, RESPONDENT having examined the proposal terms and conditions and specifications, hereby proposes and agrees to perform, the services required within the time stipulated, all work required to be performed, and to provide labor materials, tools, expendable equipment and insurance necessary to complete, in a workmanlike manner, all of the work required for the City to make use of its services in strict conformity with the specifications and addenda.

Signature below certifies that I have carefully reviewed the City's terms, conditions, and specifications on this Request For Proposal and have clearly indicated in writing any exceptions my company is making to these terms, conditions, and specifications and am authorized to offer such services. **Respondent agrees to honor its proposal for a period of 120 days from the proposal due date.**

Therefore, I/we, the undersigned, hereby agree to provide the services and/or materials as specified if an award is made to my firm without any additional charges, terms, and/or conditions.

COMPANY NAME: *

STREET/P. O. BOX:

CITY, STATE, AND ZIP CODE:

DATE: _____ TELEPHONE: _____ FAX: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

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

Specific questions concerning your proposal should be directed to Keith Sanders via the contact information specified in Section 1,C of the RFP.

**ATTACHMENT B
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT E



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
---	------	--

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

ATTACHMENT F
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at www.a2gov.org/departments/city-clerk

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure 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 any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

ATTACHMENT G

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits*

\$14.30 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 \$1/hr for the average work week.

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

**For Additional Information or to File a Complaint Contact
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

APPENDIX A: SAMPLE SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

SERVICE AGREEMENT BETWEEN

AND
CITY OF ANN ARBOR

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

Contract Administrator means the _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means _____.

II. DURATION

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

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract and Exhibits
Bid No. _____ and Addenda (if applicable)
Bid Proposal of Contractor, dated _____

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these services at

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

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

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price. The total fee to be paid the Contractor for the services shall not exceed (\$_____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself 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. The following insurance policies are required:

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

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

- 2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. 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

\$2,000,000 Products and Completed Operations
Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. 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 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 VI.A.2 and A.3 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. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the 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.
- D. 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.

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.

1. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action 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 A
- B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. 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; 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 B. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$10.33 an hour for a covered employer that provides employee health care to its employees and \$11.96 an hour for a covered employer that does not provide health care to its employees.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by professionals regularly rendering this type of service. The Contractor warrants that the repairs shall be free of defects for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. 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 contractor or when it has actual notice of any defects in the reports and surveys.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement.
- B. If contracting services are 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.

X. 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.

XI. ASSIGNMENT

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

XII. NOTICE

All notices and submissions required under the agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XIII. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

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. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

FOR CONTRACTOR

By _____

Its

THE CITY OF ANN ARBOR

By _____
Roger W. Fraser, City Administrator

Approved as to substance:
By

Service Area Administrator

APPROVED AS TO FORM

By

Stephen K. Postema, City Attorney

EXHIBIT A

FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled 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:

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

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

EXHIBIT B
LIVING WAGE ORDINANCE EXCERPTS

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

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 non-personnel 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 12-month 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 non-profit contractor/vendor or non-profit 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 a 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 therefor 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.

APPENDIX B: PERFORMANCE BOND FORMAT

(1) _____ of _____ referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$_____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.

(2) The Principal has entered a written contract with the City dated for _____, 20___, _____ for:

_____ and this bond is given for that contract. For public works contracts, this bond is in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.

(3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:

(a) complete the contract in accordance with its terms and conditions; or

(b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.

(4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.

(5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this ____ day of _____, 20___.

(Name of Surety Company)

(Name of Principal)

By _____
(Signature)

By _____
(Signature)

Its _____
(Title of Office)

Its _____
(Title of Office)

Name and address of agent:

Approved as to form:

Stephen K. Postema, City Attorney

