

# REQUEST FOR PROPOSAL

**RFP# 999**

## SCALEHOUSE MANAGEMENT SOFTWARE

City of Ann Arbor  
System Planning



**Proposal Due Date:  
Friday, February 24, 2017 by 2:00 PM (local time)**

Issued by:

City of Ann Arbor  
Procurement Unit  
301 East Huron Street  
Ann Arbor, Michigan 48107-8647

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## **SECTION I INSTRUCTION TO RESPONDENTS**

### **A. OBJECTIVE**

The objective of this request for proposal (RFP) is to seek proposals from qualified software vendors for a Scalehouse Management system, along with related implementation services, to replace the City's current functionality at the Materials Recovery Facility (MRF).

The new system is intended to be a solution that leverages current technology and includes functionality that will improve the MRFs operations and provides data management.

### **B. QUESTIONS OR CLARIFICATIONS OF RFP REQUIREMENTS**

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

All questions shall be submitted on or before **February 10th, 2017 at 3:00 PM** and should be addressed as follows:

RFP Process and Compliance questions:  
Colin Spencer - [cspencer@a2gov.org](mailto:cspencer@a2gov.org)

RFP Scope of Work/Proposal content questions:  
**Christina Gomes, Recycling & Solid Waste Program Coordinator, at**  
**[cgomes@a2gov.org](mailto:cgomes@a2gov.org)**

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

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to [a2gov.org](http://a2gov.org) and [MITN.info](http://MITN.info) and it shall be the consultant'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 no pre-proposal meeting.

## D. ADDENDUM

All interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the bidder's responsibility to ensure they have received all addendums before submitting a bid. Any addendum issued by the City shall become part of the RFP and will be incorporated in the proposal.

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

## E. PROPOSAL REQUIREMENTS

To be considered, each vendor must submit a response to this RFP using the format provided in **Section IV**. No other distribution of proposals is to be made by the respondent.

The proposal must be signed in ink by an official authorized to bind the submitter to its provisions. Each proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

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

**Respondents must submit three (3) copies of the Proposal, 1 electronic copy USB Flash Drive, and two (2) copies of the Fee Proposal in the manner specified in Section F below.**

## F. SEALED PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before, **Friday, February 24<sup>th</sup>, 2017 by 2:00 PM (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**
- **One (1) digital copy of the proposal on a USB Flash Drive, preferably in PDF format**

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

- **Two (2) original of the fee proposal**

**The fee proposal and all costs must be separate from the rest of the proposal.**

Proposals submitted must be clearly marked:

**RFP# 999 – SCALEHOUSE MANAGEMENT SOFTWARE**

And then list Respondents name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor  
c/o Customer Service  
301 East Huron Street  
Ann Arbor, MI 48107

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

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

The City will not be liable to any respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Each respondent is responsible for submission of their Proposal.

Additional time will not be granted to a single respondent; however, additional time may be granted to all respondents when the City determines that circumstances are warranted.

**A proposal will be disqualified if:**

- 1. The fee proposal is not contained within a separate sealed envelope.**
- 2. The fee proposal is submitted as part of the digital copy. Provide fee proposal in hard copy only.**
- 3. The forms provided: Attachment B - Non-Discrimination Declaration of Compliance, Attachment C - Living Wage Declaration of Compliance, Attachment D - Vendor Conflict of Interest Disclosure, and Attachment G - System Requirements 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. SELECTION CRITERIA**

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

At the initial evaluation, the fee proposals will not be reviewed. The fee proposal will only be opened for the top scored respondents. After initial evaluation, the City will determine which, if any, respondents will be interviewed.

If the City elects to interview Respondents, during the interviews, the selected respondents will be given the opportunity to provide an onsite demo, discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected to this project. **Interviews and demonstrations are anticipated to be scheduled the week of March 06<sup>th</sup>, 2017.** Respondents are expected to be available during this time for interviews and demos if requested.

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 Respondent's response shall be documented and included as part of the final contract.

#### **H. TYPE OF CONTRACT**

A sample of the standard Professional Services Agreement (PSA) is **included in Section IV.** Those who wish to submit a proposal to the City are required to carefully review this sample agreement carefully. **The City will not entertain changes to the standard Professional 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 consultant'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 consultant 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 consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected consultant 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. COST LIABILITY**

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

**M. 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 consultant must clearly state the reasons for the protest. If a consultant contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the consultant to the Purchasing Manager. The Purchasing Manager will provide the consultant with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

**N. SCHEDULE**

The City has defined the following schedule in regards to this procurement.

<b>Activity/Event</b>	<b>Anticipated Date</b>
RFP Published/Distributed	Monday, January 23 <sup>rd</sup> , 2017
Deadline for Respondent Questions and Clarifications	Friday, February 10 <sup>th</sup> , 2017 at 3:00 PM
Proposals Due	Friday, February 24 <sup>th</sup> , 2017 by 2:00 PM
Interview/Software Demonstrations	Week of March 6 <sup>th</sup> , 2017
Proposal Selection	Week of March 13 <sup>th</sup> , 2017
Council Approval*	IF APPLICABLE TBD

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

\*Contracts valued in excess of \$25,000.00 require council approval.

**O. IRS FORM W-9**

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

**P. 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 consultants.
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 select one or more consultants to perform services.
7. 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.
8. 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.

**Q. RENEWAL**

The respondent agrees to hold firm the prices in the fee proposal for the term of the contract including any renewals. The City's fiscal year runs July 1 through June 30.



## **SECTION II BACKGROUND AND SCOPE OF WORK**

### **A. BACKGROUND**

This contract will be for three years with the option to renew for two additional years.

The City is soliciting proposals from qualified respondents for a Scalehouse Management system, along with related implementation services, to replace the City's current functionality at the Materials Recovery Facility (MRF), to include, but not limited to:

- High-quality, user-friendly ticketing functions
  - A system for producing customizable reports that summarize pertinent information. Tailored reporting on command is the goal.
- Ability to import historical data from Excel
  - The ability to take multiple years of data from Microsoft Excel and load it into the software with ease.
- Store tare weights and truck/vehicle information
  - The ability to gather and store related data for ongoing reference.
- Track weight, origin, type and destination of material
  - The ability to collect data on individual loads and store it for future reference.
- Track customer information
  - Ability to formulate a database with all pertinent information related to the customer.
- Track transaction type
  - Ability to input transaction information such as inbound/outbound and pair it with other incoming data.
- Export reports in Excel or PDF format
  - The ability to print, download, or send customized reports in other formats that are compatible outside of the software.
- Perform calculations
  - The ability to easily compute calculations such as totals, subtotals, net weights, and rates, etc.
- Produce customizable charts/graphs
  - The ability to create visual aids based on the data being taken in.
- Access/Use software from more than one location
  - 2+ users are desired so that whoever needs the information can access it at any time, on command.
- Technology support package
  - The City of Ann Arbor will need support to install, implement, and maintain the software package.
- Implement a point-of-sale module (optional)
  - Some monetary transactions may need to be performed on site, in congruence with the data and software.
- Implement invoicing features (optional)
  - The ability to utilize data from customers/shipments to create invoices.
- Implement a route optimization module (optional)
  - The ability to assess the efficiency and effectiveness of service routes.

- Implement a container inventory module (optional)
  - The ability to track all containers throughout the City.

## B. SCOPE OF WORK

**Proposals submission must, at minimum, be able to provide all services/deliverables and meet all timelines stated below:**

### IMPLEMENTATION

#### Project Control Plan

The Contractor shall submit a project control plan within ten (10) business days of execution of the contract. The plan shall consist of the following:

1. Work Breakdown Structure
  - a. A hierarchical chart showing the top-down relationship of all tasks and activities.
2. Summary Project Control Chart
  - a. A chart showing all tasks, the critical path and all task dependencies.
3. Milestone Chart
  - a. A list of milestones with completion dates.
4. Work Plan
  - a. An organized list of specific tasks, including responsibility for each task, level of effort in terms of people hours, and beginning and ending dates. Should include installation, testing, and acceptance plans and dates.
5. Training Plan
  - a. Include proposed course outlines.

This plan must also address anticipated City of Ann Arbor resource needs.

#### System Documentation

The Contractor shall submit a Functional Requirements Document to the City for approval no later than ten (10) business days following contract award:

1. Statement of the constraints within which the System shall function.
2. Description of the process by which the requirements will be satisfied, including:
  - a. Overall system narrative
  - b. System flow chart
  - c. Data flow diagram which depicts the interactions of system functions
3. Inventory of System Inputs
4. Inventory of expected outputs from the system (listing, reports, notification, displays, etc.)
5. Description of the conversion plans and how the system will interact with existing processes and procedures.
6. Description of the overall security measures to be used by the system, both technological and physical.
7. Test plan that will meet the acceptance requirements set forth within.

#### System Implementation:

The Contractor shall:

1. Deploy the system for production (live) use no later than the week of **June 1<sup>st</sup>, 2017.**

2. Install the necessary hardware and software at the City sites and initialize the system.
3. Perform necessary tests on the installed system components to ensure system is functional.
4. Develop and conduct training for both administrators and the users. Training is expected to include security configuration, user setup, daily operations, and cover such items as preventative maintenance, troubleshooting, and routine maintenance as well.
5. Provide documentation including operating manuals and online help at no additional cost. A data dictionary and layout for the database should also be provided. The City shall be granted the right to reproduce any training materials for its internal use.
6. Develop a test system designed to aid in the training of personnel and test new functionality prior to its implementation in the production system. This system shall be separate from, but parallel to, the operations version of the system to facilitate training without the possibility of inadvertently affecting live data on the actual production database.
7. Convert data from the current system as necessary.
8. Start up and monitor the entire system, taking immediate corrective action on areas which are not operating in accordance with the requirements contained herein.
9. Provide a reporting tool to aid in monitoring system performance.
10. Respond immediately to reports from the City of system failure and take immediate corrective action.

#### Initial System Testing:

The initial system test will be used to verify that the system is operating within the City's Requirements as described in this RFP. The Contractor shall submit a system wide test plan detailing the transactions, conditions, and desired results to the City for approval no later than ten (10) business days after contract award.

The Contractor shall conduct the approved test plan and provide the results to the City for approval prior to the City putting the System into production environment.

The Contractor shall make all adjustments and modifications to the System to conform to the City's requirements at its own cost and expense.

The test schedules shall be at mutually agreed dates and times between the City and the Contractor.

#### System Reliability Testing:

The system reliability test will be used to verify that the system is operable within the time parameters and performance levels as described in this RFP. The System Reliability Test period shall begin no later than two (2) business days after the System is ready for City use, and all required data is on the System.

The test shall be considered successful when the System has been operable for a period of fourteen (14) calendar days, during which no less than ninety-nine (99%) of the System has been functioning at an acceptable level of performance.

Acceptance Testing:

A detailed acceptance testing plan of the proposed solution shall be provided by each Respondent in their response to this RFP for approval by the City. The written plan shall define in detail the manner of testing the system (hardware and software) for its compliance with the functional requirements stated within the RFP. On approval by City, the acceptance testing plan shall become the basis for acceptance of the functional performance of the systems in the contract for services and may be used as a performance indicator for payment purposes. In the event the City requires a modification to the acceptance testing plan during the contract term but before final approval, the Selected Respondent shall respond to the City's Request for the change within seven (7) calendar days.

## **SECTION III EVALUATION CRITERIA**

### **Proposal Evaluation**

The Selection Committee will perform an initial evaluation of each proposal based on the criteria described below using a 100 point system.

- **Professional Qualifications - 5 points**
  - Qualifications and Experience of Respondent and its Key Personnel
  - Financial Stability
  - Reputation
  - Cultural Fit
  - Public Sector Experience
- **Functionality - 50 points**
  - Usability
  - Flexibility
  - Fit to Requirements
  - Integration
  - Improvements in Efficiency and Effectiveness
- **Technology - 20 points**
  - Integration Capabilities
  - Technical fit to Requirements
  - Fit to standard Tech Stack
  - Data Conversion as necessary
  - Future Plans for Software (Enhancements/Upgrades)
- **Implementation Approach - 10 Points**
  - Implementation Approach
  - Project Management Process
  - Project Timeline
- **Support and Training – 10 Points**
  - Support Model
  - Incident Resolution Service Level Agreement
  - User Group
  - Training Approach
  - Documentation
- **Fee Proposal - 5 points**
  - The information requested in this section is required to support the reasonableness of your quotation and is for internal City use only.

At the initial evaluation, the fee proposals will not be reviewed. The City reserves the right to not consider any proposal which it determines to be unresponsive and/or deficient in any of the information requested for evaluation.

After initial evaluation, the City will determine the top respondents, and open only those fee proposals. The City will then determine which, if any, respondents will be interviewed. A proposal with all the requested information does not guarantee the respondent to be a candidate for an interview. The Selection Committee may contact references to verify material submitted by a respondent.

The City reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The Committee then will schedule the interviews with the selected respondents. The selected respondents will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the project team members expected to complete a majority of work on the project, but no more than 6 members total; one of which must be the individual who will serve as Project Manager if the respondent is selected. The selected respondents shall be required to provide:

- Presentations of their proposals to the Selection Committee
- An end to end demonstration of their proposed system.

The interview shall consist of a presentation of not more than 1 hour followed by an additional 1 hour of questions and answers, not exceed 2 hours total.

The City reserves the right to conduct site visits in connection with the demonstration of a proposed system.

Following such presentations, including any site visits conducted, the proposals of the Respondents interviewed, may be re-evaluated and adjustments to scoring will be made as appropriate.

Respondent proposals could be further negotiated with the selected Respondent before leading to the award of a contract, if suitable proposals are received.

## **SECTION IV MINIMUM INFORMATION REQUIRED**

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

- 1 electronic copy in USB Flash Drive format and 3 printed copies of Proposal
- 2 copies of the **FEE PROPOSAL** in a separate sealed envelope labeled **FEE PROPOSAL**

Respondents should organize proposals into the following Sections:

- A. Professional Qualifications and References
- B. Technical Proposal
- C. Fee Proposal (in a separate sealed envelope clearly marked "Fee Proposal")
- D. Authorized Negotiator
- E. Appendices

Each Section must include the following information:

### **A. PROFESSIONAL QUALIFICATION AND REFERENCES**

- Provide brief experience summaries of all proposed key personnel, describing their related experience and their proposed roles in the collection process, including system support staff for records, collection staff, and supervisor to oversee this contract. Include an organizational chart showing the team, number of personnel assigned to each function, and where they are located.
- Give a summary of the firm's history, experience, and qualifications including total number of customers, years in business, locations, size, growth, annual sales, evolution of products and services, scope of product and service lines and customer service.
- Include technical capabilities and resources for supporting the services required in this RFP.
- Include support policies in regards to staffing and response standards for supporting the services required in this RFP.
- Supply the City with a list of all organizations or municipalities for which the Respondent has provided services that are essentially equivalent to the system and services being proposed to the City and note any significant differences.
- Supply the City with a list of at five (5) organizations or municipalities that are current customers, at least two (2) of which are located in the State of Michigan. These lists should contain the following information:
  - Name.
  - Address.
  - Contact person with knowledge of the system.
  - Phone number.
  - Software licensed.
  - Implementation status.
  - Willing to participate in site visit.

### **B. TECHNICAL PROPOSAL**

The technical proposal shall have the following format:

#### **Section 1: Executive Summary**

- Provide a management overview of the proposed system. This is intended to be high level in nature and address such general items of interest as system scope, scope of services, hardware and software proposed, and other items that will allow the evaluation personnel to fully understand the proposal.

### **Section 2: System Description**

- Provide as much detail as possible to describe the important features of the proposal in terms of meeting the overall and specific requirements. It should contain the following at a minimum:
  - Complete description of the proposed approach to the City's requirements.
  - Detailed list of proposed hardware and software necessary to perform all required or appropriate interfaces with City's systems.
  - Description of modular integration across human resources, payroll, and time/attendance applications
  - Description of the best business practices built into your software
- A detailed schematic diagram of any proposed hardware layout for installation within the City's facilities (if necessary). This diagram will describe where new equipment is to be installed and where existing equipment is to be used or replaced. Please attach any product descriptions, warranties, and/or license information for any hardware included in the schematic diagram.
- Optional Proposal Responses and alternatives.

### **Section 3: Management and Implementation Plan**

- Detail the management plan for providing the services, system components and procedures for meeting the requirements of the RFP including all major milestones into a realistic detailed work breakdown structure for all major phases of the project to include, but not limited to
  - Project Kickoff
  - Hardware/Software Installation
  - Initial Configuration
  - Training Schedule
  - Conversion Schedule as necessary
  - Form/Interface Schedule
  - System & End User Acceptance Testing Plans/Schedule
  - Go Live Cutover
  - Post Live Support
- This section should specify the proposed completion date for the total system and service implementation and include an effort loaded plan which takes into account **Respondent** and **City resources** required to execute the project to completion.
- Provide City resource hours estimate to complete the project and recommended role breakdown.

### **Section 4: Exceptions, Alternatives, and Options**

- Where deviations from the specifications may result in lower cost, greater efficiency and/or improved performance, Respondents are encouraged to describe such solutions. Respondents must explain why the alternate proposal will provide equivalent or improved performance. Alternative proposals shall be labeled 'Alternative A', 'Alternative B', etc. Pricing proposals shall be labeled to match any alternative proposal submitted.



## **Section 5: System Requirements**

**Responses to Detail System requirements in this Section must be provided in the MS Excel Worksheet included with this RFP (ATTACHMENT G). Respondents must use the format provided and add comments as necessary.** Additional comments are encouraged and should be placed next to the response. ***Any false or misleading information will be subject to immediate disqualification of the respondent's proposal.***

## Instructions

Detailed business, functional and technical requirements are provided in an MS Excel Worksheet along with a reference list of current interfaces. These requirements have been broken down into functional areas. This breakdown in no way seeks to dictate the structure of software to be provided. Please review each requirement and select the appropriate Response Code that best describes your proposed software versions fit. **A paper copy of your completed Worksheet must be included within your proposal along with the completed excel worksheet.**

## Response Code Column

Vendors must use one of the following response codes for each functional requirement. **Any false or misleading information will be subject to immediate disqualification of the vendor's proposal.**

F = This feature is currently in production in another local government agency and is provided within the proposed solution.

M = A modification to the look and feel and functionality through system user tools can be used to include this feature. The modification also should be supported through the standard upgrade process. **(Please explain.)**

P = The system does not completely meet the full functionality as described as described in the requirement, but may provide partial compliance. **(Please explain.)**

C = Customization is a change to the underlying source code. A Customization may also include an additional cost. The vendor **MUST** specify the estimated cost in the Response Code column. Customization at zero cost is acceptable. **(Please explain.)**

N = The proposed software does not contain the requested functionality within the proposed software's standard functionality.

T = A third party software product is required in order to provide the requested functionality. **(Please include the name of the 3<sup>rd</sup> party software product as well as any additional cost)**

V = This feature is not available within the current version of the software, but is currently on our products development roadmap. **(Please provide the expected availability date.)**

B = This feature is not available within the current version of the software, but is currently being tested for release in our next software release. **(Please provide the expected availability date.)**

## Comments

Additional comments are encouraged and should be placed within the appropriate worksheet. Please use this area to add clarity to your responses. The vendor should use the comment field to note any additional costs associated with providing that functionality and also be sure to include in the fee proposal.

## C. FEE PROPOSAL

***The fee proposal shall be submitted in a separate, sealed envelope.***

The fee proposal shall include a complete detailed fee schedule for every aspect of implementation along with a summarized version of all implementation costs. This needs to factor in the total cost of ownership based on 5 years of operation.

- Hardware
  - Provide a detailed itemized list, description, and costs of all major hardware components proposed for the system with model/part numbers and quantities.
  - Specify whether maintenance will be from original manufacturer, Respondent, or both.
  - Must include redundancy for mobile devices, download equipment, and CPU components.
- Software
  - Provide a detailed itemized list, description, and costs of all system software for the proposed solution including release level information.
- Implementation Services
  - Provide a detailed itemized list and description of all implementation cost associated with the proposed solution. Be sure to provide hourly breakdowns and rates.
- Hosting Services
  - Provide a detailed itemized list and description of all hosting service costs associated with the proposed solution if applicable.
- Optional Cost/Services
  - Provide a detailed itemized list, description, and cost of any other services to be performed that are not included elsewhere in the cost proposal.
  - Provide a detail itemized list, and description of all warranties on hardware and software and any updates/releases for software included as part of the warranty period for the solution as proposed and awarded.
- Post Installation Changes
  - Provide cost of services for customer program changes.
  - List rates of compensation to be charged to the City for any additional services the City requests that are not included as part of the proposal.
  - Provide a detail itemized list, description, and cost of all services provided under the post installation maintenance agreement
- Sales Taxes
  - State of Michigan law exempts the City from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for use in City projects are not likewise exempt. No extra payment will be allowed under the contract for failure of the contractor to make proper allowance for taxes it must pay.
- Fee Proposal Summary Breakdown
  - In addition to your detailed fee breakdowns, please be sure to summarize all your detailed costs into the Total Fee Summary table below. This should give the City a snapshot of the Total Cost of Ownership over a 5-year period of time.

<b>Item Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Optional Year 4</b>	<b>Optional Year 5</b>	<b>Total</b>
<b>Total Hardware Cost</b>						
<b>Total Software Cost</b>						
<b>Total Implementation Services Cost</b>						
<b>Total Hosting Service Cost (if applicable)</b>						
<b>Total Options Cost</b>						
<b>Total Options Service Cost</b>						
<b>Annual Maintenance Cost</b>						
<b>Additional Costs:</b>						
1)						
2)						
3)						
4)						
5)						
6)						
7)						
8)						
9)						
10)						
<b>Grand Total</b>						

**D. AUTHORIZED NEGOTIATOR**

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

**E. APPENDICES**

Legal Status of Status of Respondent, Non-Discrimination Declaration of Compliance, Living Wage Declaration of Compliance, and Vendor Conflict of Interest Disclosure forms must be completed and returned with the proposal. These elements should be included in the appendix section of the proposal submission.

**ATTACHMENT A  
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.

\_\_\_\_\_  
Signature Date: \_\_\_\_\_,

(Print) Name \_\_\_\_\_ Title \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_





**ATTACHMENT D**



<b>VENDOR CONFLICT OF INTEREST DISCLOSURE FORM</b>
--

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 of 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.

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:

<b>Conflict of Interest Disclosure*</b>	
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 <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

\*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.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
--	--	--

<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>



## ATTACHMENT E 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](http://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 ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by phone (734-794-6141) 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 F

### CITY OF ANN ARBOR LIVING WAGE ORDINANCE

**RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017**

**\$12.93 per hour**

If the employer provides health care benefits\*

**\$14.43 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  
Colin Spencer at 734/794-6500 or [cspencer@a2gov.org](mailto:cspencer@a2gov.org)**

## **ATTACHMENT G**

### **System Requirements Workbook**

**SYSTEM REQUIREMENTS must be completed in full and attached to your RFP response.**

#### **Instructions**

Detailed business, functional and technical requirements are provided in an MS Excel Worksheet. These requirements have been broken down into functional areas. This breakdown in no way seeks to dictate the structure of software to be provided. Please review each requirement and select the appropriate Response Code that best describes your proposed software versions fit. A copy of your completed Worksheet must be included within your proposal in an MS Excel format.

#### **Response Code Column**

Vendors must use one of the following response codes for each functional requirement. Any false or misleading information will be subject to immediate disqualification of the vendor's proposal.

**F** = This feature is currently in production in another local government agency and is provided within the proposed solution.

**M** = A modification to the look and feel and functionality through system user tools can be used to include this feature. The modification also should be supported through the standard upgrade process. (Please explain.)

**P** = The system does not completely meet the full functionality as described as described in the requirement, but may provide partial compliance. (Please explain.)

**C** = Customization is a change to the underlying source code. A Customization may also include an additional cost. The vendor **MUST** specify the estimated cost in the Response Code column. Customization at zero cost is acceptable. (Please explain.)

**N** = The proposed software does not contain the requested functionality within the proposed software's standard functionality.

**T** = A third party software product is required in order to provide the requested functionality. (Please include the name of the 3rd party software product as well as any additional cost)

**V** = This feature is not available within the current version of the software, but is currently on our products development roadmap. (Please provide the expected availability date.)

**B** = This feature is not available within the current version of the software, but is currently being tested for release in our next software release. (Please provide the expected availability date.)

#### **Comment Column**

Additional comments are encouraged and should be placed next to the response code. Please use this column to add clarity to your responses. The vendor should use the comment field to note any additional costs associated with providing that functionality.

**Functional Area Requirement Prioritization**

Instructions: Please review each requirement listed below. After review, insert your response using the key provided below.

- F** This feature is currently in production in another local government agency and is provided within the proposed solution.
- M** A modification to the look and feel and functionality through system user tools can be used to include this feature. The modification also should be supported through the standard upgrade process. (Please explain.)
- P** The system does not completely meet the full functionality as described as described in the requirement, but may provide partial compliance. (Please explain.)
- C** Customization is a change to the underlying source code. A Customization may also include an additional cost. The vendor MUST specify the estimated cost in the Response Code column. Customization at zero cost is acceptable. (Please explain.)
- N** The proposed software does not contain the requested functionality within the proposed software’s standard functionality.
- T** A third party software product is required in order to provide the requested functionality. (Please include the name of the 3<sup>rd</sup> party software product as well as any additional cost.)
- V** This feature is not available in the current version of the software, but is currently on our product development roadmap. (Please provide the expected availability date.)
- B** This feature is not available in the current version of the software, but is currently being tested for release in our next package. (Please provide the expected availability date.)

**Scalehouse Management**

ID	Requirements	Prioritization	Response Code
1	Perform high-quality, user-friendly ticketing functions (summary reports, customizable reporting)	Essential	
2	Import historical data from a Microsoft Excel file	Essential	
3	Store tare weights and other truck/vehicle information	Essential	
4	Track weight, origin, type, and destination of a variety of materials	Essential	
5	Store customer information in a database	Essential	
6	Track transaction type	Essential	
7	Export reports in Excel or PDF format	Essential	
8	Perform calculations (totals, subtotals, net weights, rates)	Essential	
9	Produce tailored charts and graphs	Essential	
10	Use/Access software from more than one location	Essential	
11	Integrate a point-of-sale module	Optional	
12	Include a tech support package with software	Optional	
13	Incorporate invoicing features	Optional	
14	Route Optimization feature	Optional	
15	Container inventory feature	Optional	

*Assignment/Matter Management Questions*

ID	Vendor Response
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

**APPENDIX A: SAMPLE PROFESSIONAL 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:*

**SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**AND THE CITY OF ANN ARBOR**

**FOR** \_\_\_\_\_

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and \_\_\_\_\_

\_\_\_\_\_ ("Contractor") a(n) \_\_\_\_\_  
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at \_\_\_\_\_  
agree as follows on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**I. DEFINITIONS**

Administering Service Area/Unit means \_\_\_\_\_.

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

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means \_\_\_\_\_.  
Project name

**II. DURATION**

This Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI.

**III. SERVICES**

A. The Contractor agrees to provide \_\_\_\_\_

type of service

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

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons 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 (if any) 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. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

## **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.



- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); 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.

**VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

## **X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## **XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

### **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

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

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

City of Ann Arbor

\_\_\_\_\_  
(insert name of Administering Service Area Administrator)

301 E. Huron St.  
Ann Arbor, Michigan 48103

#### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. 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.

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

#### **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

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

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **XVII. 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 and circumstances.

## **XVIII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[Signatures appear on the following page]

**FOR CONTRACTOR**

By \_\_\_\_\_  
Type Name  
Its

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

\_\_\_\_\_  
Service Area Administrator Type Name

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**(Insert/Attach Scope of Work & Deliverables Schedule)**

## **EXHIBIT B COMPENSATION**

### General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)



**EXHIBIT C  
INSURANCE REQUIREMENTS**

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

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  
2. 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
  
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. 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
  
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. 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.
  
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 above 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. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. 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. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. 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.