ADDENDUM No. 1

RFP No. 21-13

CONTRACT LIFECYCLE MANAGEMENT

Due: April 13, 2021 by 2:00 P.M. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes seventeen (17) pages.**

The Proposer is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

The following forms provided within the RFP Document should be included in submitted proposal:

- **Attachment C - Non-Discrimination Declaration of Compliance**
- **Attachment D - Living Wage Declaration of Compliance**
- **Attachment E - Vendor Conflict of Interest Disclosure Form**

Proposals that fail to provide these completed forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.

I. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1:   I have reviewed the Scope of Work and understand that the City also uses BidNet, but would the City consider a proposal for both Bid Management, ebidding. RFP online Evaluation along with Contract Management (including Vendor Performance Management) features requested? As it would provide one central platform – please advise

Answer 1:   Bids, proposals and other formal solicitation software solutions were intentionally left out of RFP# 21-13 but offerors are welcome to briefly mention within proposals submissions if that type of solution is available. If the City decides to move forward with that functionality we'd likely consider that a separate project and would potentially issue a separate RFP.

Question 2:   Regarding the RFP, for a software solution for Contract Lifecycle Management, are you open to custom development?

Answer 2:   No, except where needed for integrations.

Question 3:   Are there any other objectives (other than those stated in the overview document) that are driving this initiative?

Answer 3:   No

Question 4:   Is this project part of a larger internal initiative and/or transformation project (i.e. cost reduction, program management, etc.)?

Answer 4:   No

Question 5:   Who (or which group) is the executive sponsor for this initiative?

Answer 5:   City Attorney's Office

Question 6:   What roles and departments are represented among the steering or selection committee for this project?

Answer 6:   City Administrator, Public Services, Community Services, Information Technology, Attorney's Office, City Clerk

Question 7:   What third party consultant(s) are being engaged in the selection and/or are anticipated to be engaged in the selection or implementation of the selected solution?

Answer 7:   None

Question 8:   What are the biggest challenges for the City related to the current solution and process?

Answer 8:   Please reference the business problems or opportunities section of the RFP.

Question 9:   Please describe the expected phases and timeline expectations for deploying the selected solution?

Answer 9:   We are currently not committed to a specific timeline and are open to exploring the vendor's project phases and proposed timeline. We typically work with: Initiation, Planning, Implementation, and Closure.

Question 10:   What are the top success factors for the project?

Answer 10:   A solution that meets the needs outlined in the RFP and is able to be implemented with minimal disruption. All contracts routed through the new system.

Question 11:   How will the top project success factors be measured?

Answer 11:   We score our IT projects after implementation to determine their success. We measure on such things as Communications, Within Budget, Disruption to Services, Technically Sound, Completed on-time, etc. Project stakeholders assist in the scoring. We will also score based on successfully drafted/routed contracts.

Question 12:   Is FedRAMP, AWS GovCloud or similar certification/services required for the solution?

Answer 12:   CJIS compliance is required for any cloud-based application.

Question 13:   For integration with Legistar, could you define in greater detail requirements on how and what you would like to search?

Answer 13:   We have not fully explored the integration capabilities that Legistar offers to know what's possible, but this is what we'd like: 1) after resolution passage, link between resolutions and the contracts that they authorize; 2) prior to resolution passage, populate Legistar with the resolution and contract (that is created out of the module) and (if the resolution or contract is subsequently changed, that such change populates to both Legistar and the module. This could potentially be accomplished by linking from Legistar to the contract lifecycle management system.

Question 14:   Will you be providing resources to extract and clean all data to be migrated?
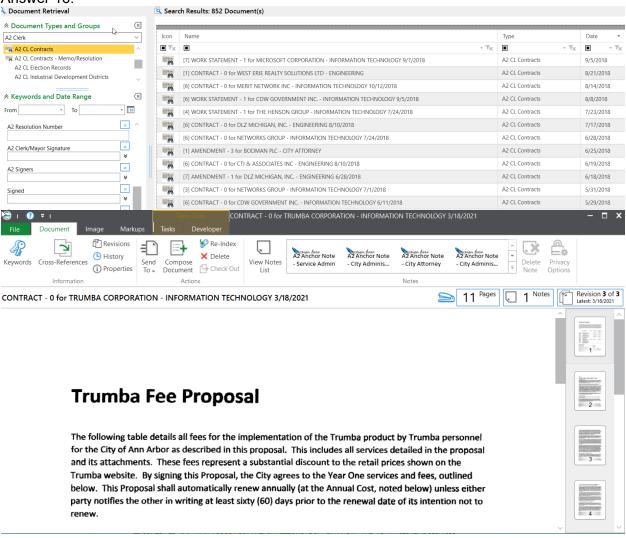
Answer 14:   Yes

Question 15: If not, would you like Onit to recommend a consulting resource to assist with those efforts?

Answer 15: You are free to provide a recommendation in case we decide that we need additional assistance.

Question 16: Would you please provide sample data screens for the systems being converted?

Answer 16:

Question 17: Approximate number of records you anticipate migrating from each repository

Answer 17: 852 contracts in OnBase and an equivalent amount of memo/resolution files, an unknown amount on paper that may or may not be migrated at a later date. Additionally, there are contracts held by various employees that may be uploaded at a later date.

Question 18: Approximate number of Open and Active Records

Answer 18: We do not distinguish between Open/Closed Contracts currently

Question 19: Approximate number of Closed Records

Answer 19: We do not distinguish between Open/Closed Contracts currently

Question 20: How many years of record data do you anticipate migrating?

Answer 20: Approximately 3 years

Question 21: Approximate number and description of Record Types and File Types

Answer 21: 2 record types, 2 file types (TIF/PDF)

Question 22:   Estimated number of unique record fields to be migrated
Answer 22:   20 fields, though some may be unnecessary when moving into a new solution

Question 23:   Approximate size of all documents to be migrated
Answer 23:   5GB, though it will likely be substantially less as that number includes all versions.

Question 24:   Approximate annual number of records/contracts creating and reviewing
Answer 24:   1000

Question 25   Can you describe the intended integrations? (assume Legistar, Logos, OnBase).
               Are there others? Do you have specific details on the scope of the integration,
               including intended fields to be passed?
Answer 25:   See question 13 above for Legistar integration. OnBase integration would only be
               required if the proposed solution used OnBase. We currently use OnBase for
               workflow and storage but are open to moving. In regards to Logos, we also haven't
               explored a full integration with it. Purchase orders must be linked to a contract in
               order to be setup in Logos. A contract in Logos should ideally link back to the
               contract lifecycle management system in some manner. We are open to exploring
               other integration points if possible.

Question 26:   Is the future vision that the 120+ contract administrators would continue to operate
               in a decentralized manner with unique contract management processes in each
               unit? Or is some standardization, consolidation, and streamlining of process
               desired in a future state?
Answer 26:   We would like to standardize/consolidate/streamline wherever possible while
               leaving some flexibility for special cases.

Question 27:   Clarify customer and vendor support desired. Is this support desired from your
               contract management system vendor in a help-desk type structure, or are you
               looking for a vendor to train your contract team to support these customers and
               vendors? (or some other model)
Answer 27:   We would prefer if the proposed solution's vendor had a help-desk style support
               system at least for a selection of defined power users. This situation would allow
               us to field smaller calls while asking for support in areas we aren't familiar with.
               We are also open to a situation where the vendor handles all support from end-
               users as well.

Question 28:   You describe the requirements as "Must manage the entire contract lifecycle
               including, procurement or formal solicitation, insurance/bond review/compliance,
               contract   creation/review/execution,   contract   approval   (e.g.,   resolution
               approval/Legistar), contract management and closeout. Is a sourcing tool for RFx
               creation and management part of this proposal? If not, do you utilize a sourcing
               tool?
Answer 28:   See question 1 – a preferred solution would generate the proposed RFx document
               (including inclusion of the applicable contract and appropriate insurance
               requirements) but not necessarily handle RFx management. The issued RFx and
               selected proposal would need to eventually be easily accessible from the solution
               after contract award.

Question 29:   Page 10, Section 4: Customer Needs and Project Requirements (Business, User,
               System, Functional) Bullet 10 - Integrations with Legistar and Logos will be
               required. What does this integration look like? Is this intended to explain a need
               to export active contracts to Legistar and Logos ..or something else like feeding
               custom fields to the CLM solution?
Answer 29:   See questions 13 and 25

Question 30: Bullet 11 - Need an option to search council authorizations in Legistar in order to see contracts associated with a specific action. Can you Explain the use and purpose of Legistar? We can provide a custom field that collects corresponding information to Legistar. Does that serve the purpose?

Answer 30: Legistar stores board/commission meeting dates, documents associated with those meetings (including council authorized contracts), and comments from the public associated with the meetings. See question 13 for the ideal integration between the two systems. https://a2gov.legistar.com

Question 31: Page 11 Bullet 3 - Document version control and version history, as well as a notification of changes to the City Attorney's office and anyone else involved. What are examples of changes that will need to have notifications?

Answer 31: Changes to the contract after it is approved for execution by the Attorney's Office (this generally happens before the City Council approves the resolution in Legistar to authorize the contract).

Question 32: Bullet 8 - What eSignature solution is being used?

Answer 32: We currently use TrueSign, which is made by ImageSoft and used within OnBase. We are only signing internally currently and require vendors to sign first and send contracts back to us.

Question 33: Bullet 11– Are you using Microsoft Word?

Answer 33: Yes

Question 34: Could the City break down the 120 contract administrators' number into categories of full access power users, versus requestors, document collaborators and read / approvers?

Answer 34: The way we're setup, all 120 of those users have the same permission level but roughly 15 of them are responsible for understanding the process more completely and serving as a point of contact in their department. We also have the roughly 15 attorney users that have slightly elevated permissions and the roughly 10 signers with 15-20 proxy signers.

Question 35: What is the approximate number of existing contract files and supporting documents?

Answer 35: Approximately 1500-2000 total documents with ~850 being contracts at the present moment.

Question 36: After reviewing all the requirements and MYCOI we did not find a sample insurance matrix. Could the City provide a sample of their insurance matrix?

Answer 36: See attachment. The City Insurance Matrix attached should not be relied on by third parties and is solely offered for informational purposes related to RFP 21-13.

Question 37: Does the City have a "playbook" of standard terms that must be included in 3rd party contracts?

Answer 37: The terms that are required in third party contracts vary based on a variety of factors but there are certain issues and items that are always reviewed and considered.

Question 38: If the City has a playbook could you expand on how many clauses are included in the playbook and what type of contracts they are included in?

Answer 38: What the clauses say varies depending on the service or good at issue. Generally, the office is especially concerned with governing state law (and consents to jurisdiction), data security provisions, FOIA and interplay with confidentiality provisions, security of personally identifiable information, PCI/DSS and credit card

information, indemnification and hold harmless provisions, limitations of liabilities, renewal and auto renewal provisions, insurance requirements, consent to e-signatures, termination options including for non-appropriation of funds, right to use City Seal or other City logos, and ensuring there is no waiver of any type of immunity or right to jury trial.

Question 39: How many City contract managers or legal staff require access to this functionality?
Answer 39: See Questions 34 and 95

Question 40: If a contract is awarded by the City what is the term of the contract in years?
Answer 40: A terms necessary to implement the desired solution and then ongoing licenses and support.

Question 41: Will the City entertain suggested changes to their General Terms and Conditions? If so, should these proposed modifications be submitted at the time of the proposal response or will this take place after contract award?
Answer 41: Please submit with the proposal.

Question 42: Could you provide clarification on notice posting requirement in the workplace regarding living wage, non-discrimination, and prevailing wage? Does it apply to workplaces outside the state of Michigan?
Answer 42: Prevailing wage would not apply to services provided pursuant to a contract entered into per this RFP. The other notices would be required to be posted at locations where the contractor was providing services pursuant to a contract issued per this RFP.

Question 43: Software must review outside contracts and notify legal for non-standard terms. It would be helpful to get more detailed explanation for this requirement. Does the City require the software to:
- "Read" outside contracts using OCR and/or text extraction?
    - Answer: Yes.
- Compare the contents of outside contracts to a list of watch words or phrases?
    - Answer: Yes.
- Compare values associated with watchwords or phrases to acceptable ranges?
    - Answer: Not required but such a solution would be helpful.
- Identify key sections or clauses within the contract that should be flagged for review?
    - Answer: Yes.
- Provide individuals tasked with reviewing contracts with a checklist of key items to look for and confirm are acceptable of flag for negotiation/removal?
    - Answer: Yes.
Answer 43: See answers within question. We are open to exploring different methods of accomplishing this objective.

Question 44: Are contracts set up in LOGOS for association with billing and payment? Should the system set this up programmatically once contracts are executed?
Answer 44: The contracts can be setup for informational info only or to associate with billing and payments. Contracts setup in Logos are setup with security as to who can use/access them, the dollar amount and how it can be spent, the timelines the money can be used, the budget rules/validation to use, and the retainage rules tied to the contract. After the contract has been validated/approved/and posted, users can then create PO's/Invoices against the contract to encumber/expense

money against the contract. The most important integration point will be a link from Logos to the contract lifecycle management system, but other integrations may be desired depending on the capabilities of the two systems and their ability to talk to each other.

Question 45: (Logos) Are invoices and/or invoice line items coded to project codes and/or contract codes during the accounts payable process?
- If so, should invoices or invoice line items tied to a contract/project trigger a review in the contract management system to approve or deny payment?
- Or, should there be a mechanism in place such that AP staff can confirm deliverables/milestone completion?
- Is the currently an automated process in place for invoice payment that can be integrated with?

Answer 45: In Logos, invoices are coded to both project and contract codes. Mechanisms for confirmation would be dependent on the contract life cycle rules established. We setup the contract budget on the contract, along with what GL's etc can be used. We also setup project budgets on the project in groups. The Contract and/or Project combo will stop a transaction from going through that would exceed any of the budget limits setup on them. Currently if the Contract is active, and has a budget remaining, and the user has appropriate department access they can setup the AP Invoice and tie it to the contract at time of billing. Accounts payable is currently managed via an OnBase/Logos integration and is divorced from the contract routing process in OnBase. A solution that enables improved management of deliverables and milestone completion is preferred.

Question 46: (Legistar) For resolutions that are generated through the contract process, is the expectation that the contract management system can:
- Select the meeting for which the resolution will be reviewed?
- Create the "item" to be included in the agenda?
- Upload/attach/submit the resolution to Legistar?

Answer 46: See question 13. All of the items listed in Question 46 would be preferred.

Question 47: For the requirement to "search council authorizations in Legistar in order to see contracts associated with a specific action" it would be helpful to know if this functionality currently exists in Legistar.
- Is this really a case of programmatically performing a function a user could perform in Legistar?
- Allowing users to perform this function in the contract management system so they don't have leave the system and perform the function in Legistar?
- Is this functionality that isn't currently available through Legistar and would require the contract management system to crawl and index the information in the database and documents managed by Legistar?

Answer 47: See question 13. Legistar has an API that can be leveraged to do searches and other functions, though I'm not familiar with the full extent of its capabilities. We are currently unclear on if Legistar has the integration capabilities available to do these actions, but are hopeful that a way can be found to link the two systems more effectively.

Question 48: Software must handle 3rd party (contractor/vendor) contract templates.
A clearer definition of "handle" and "templates" would be helpful for determining the true scope of this requirement.
- In the context of contract generation, "templates" mean something specific. Templates are used to control the formatting and organization of contract sections and are used to dynamically create contracts by populating

information and clauses captured or selected through the process. Would this same definition of "templates" apply to 3rd party templates?

- Does "handle" go above and beyond the requirement for review listed earlier in the list of requirements (and listed above for further clarification)?

Answer 48: See Question 43.

Question 49: Software must be able to handle non-standard processes (e.g., State or Federal government execution processes, review of contracts that are not created in the system). A clearer definition of "handle" would be helpful for determining the true scope of this requirement.

- Does "handle" non-standard processes mean providing a way to define the process in an ad-hoc manner?
  - Allow a user to review the process and define the review/approval steps needed?
  - Are some of these "non-standard" processes defined?
    - For example, are State and Federal processes consistent so they can be made available as "optional" processes (or sub processes) to follow?

Answer 49: Handle includes initial review (see Question 43) and allowing variation in execution process.

Question 50: Are the users currently fully adopted in the OnBase system for any/all of the current process? Is OnBase used for any of the automation requirements or is it simply a signatory facilitator and repository today?

Answer 50: OnBase is currently fully adopted but we are open to a different proposed solution.

Question 51: What OnBase modules are available to the City – can the city share a list of the current licenses so that we can follow the spirit of "utilizing current resources and technology" to the fullest?

Answer 51: Here are some of the relevant ones: Document Composition, E-Forms, Application Enabler, Full-Text Indexing, Workflow, Outlook integration, Web Server, PDF Framework, Report Services, Unity Automation API, Unity Client, Unity Forms, Unity Integration Toolkit, Virtual Print Driver, Web Server. We share our OnBase install with the County, and we have about 15 concurrent workflow and 80 named workflow licenses total. We also have 1 workview license shared with the County.

Question 52: Does the City currently employ any sort of Document Generation or Contract Template Management solutions to aid in the development of new contracts? If no, is this a desirable function in the future desired state? E.g. (managing a template/clause library, automating the generation or revision of documents, etc.)

Answer 52: We don't, and it's desirable.

Question 53: Where do the City templates for Contracts live today, and how are versions managed?

Answer 53: They are placed on our procurement intranet site. Version management is currently an issue, as many different groups will have outdated templates.

Question 54: When invoices are received related to an executed contract, how are they captured and stored as related documents?

Answer 54: The invoice data is entered into Logos, our financial system, and the document is imported into OnBase and indexed with the keywords from Logos. Contracts are associated with invoices only in Logos and not as part of the current contract routing process.

Question 55: How does the City track delivery/completion of work agreed/paid for by the City today? How are out of policy items (delayed/missing delivery etc) identified, tracked and escalated?

Answer 55: This is currently an issue that we're trying to solve.

Question 56: Does the City keep a list of existing contracts or Competitive Existing Use list of available pricing today? Where and how do users search for available products/offerings/pricing?

Answer 56: No comprehensive list exists that is easily accessible to users.

Question 57: For the City internal forms related to the Contracts process (example: Contract Submission Checklist) –
- Are these paper/Adobe forms?
  - Answer: It depends on the form. Some are Adobe and some are Word.
- How are the filled out today? Handwritten? Typed and saved?
  - Answer: Forms that are actively in use (e.g., the contract template) are typed and saved. Other forms are generally provided as a guide (but not required for contract approval).
- Are these dynamic Electronic Forms today? Can the form dynamically change the information required/presented based upon user input/choices?
  - Answer: no and no.

Answer 57: See above.

Question 58: Re the "Contract Routing Form" – how is this form captured, stored and used?

Answer 58: The contract routing form is typically only used for paper routing, which is almost completely phased out.

Question 59: How many contracts does the City a) originate and b) renew annually? (estimated?)

Answer 59: That number is unknown but likely between 500 and 1000.

Question 60: How many people are accessing a system or systems to create, negotiate, approve, execute and/or renew contracts and related documents today?

Answer 60: Roughly 150 total throughout the year, but it will vary wildly day to day.

Question 61: Does the City Project Management office need access to the system and/or documents?

Answer 61: We don't have a City Project Management office.

Question 62: Per contract type, what is your average contract cycle time?

Answer 62: It varies but is generally between one and five years.

Question 63: Per contract type, what is your average per-contract cost?

Answer 63: The average is unknown. They range between $3,000 and go into the tens of millions.

Question 64: How many different types of contracts are you currently managing?

Answer 64: It is unclear what "type" means and what "you" means. The City has four general forms (goods, general services, professional services, and construction). The City handles a myriad of other types of contracts though.

Question 65: What format are these contracts in (paper-only, digital, both)? If digital, then Word, Tiff, PDF?

Answer 65: We have some historic contracts in paper stored throughout the City, and some departments have digital versions not in OnBase. All final versions in OnBase are in TIF format, though some older contracts uploaded into the system may be PDFs.

Question 66: Where are you storing your various contracts?
Answer 66: The City Clerk has some of the paper, the rest is scattered throughout the City. Some areas may have older contracts digitally stored in their file shares and not uploaded to OnBase. Anything else is in OnBase.

Question 67: How are you managing the key data and documents that support your contracts – including key dates, external client details, etc.? Is this content easy to locate? Is content connected to the contract in any way?
Answer 67: The individual contract administrators are responsible for managing it at the moment, outside of OnBase.

Question 68: What are main risks you'd like to minimize within your contract management process? Such as: legal approval being circumvented; information integrity; lost or misplaced contracts; missed expirations, auto-renewals or opportunities for renegotiation; mismanaged obligations; security and access control; revision control; lack of visibility
Answer 68: See the business problems or opportunities section of the RFP.

Question 69: How are you tracking activities related to or actions taken on a contract?
Answer 69: We're only using the current process for routing contracts. Individual administrators are responsible for tracking actions/activities.

Question 70: What are the main obstacles you face in meeting your contract deadlines? Such as: ensuring all individuals are working on same document version; getting copies to all parties for review; approval and execution delays; lags in creation due to inadequate information; manual authoring of high-volume contracts
Answer 70: See Requirements (Section 3) of RFP. Major issues also include lags in creation and review due to inadequate information and having to piece information together from many different systems; and identifying changes to the contract that are made after legal approval.

Question 71: Is legal staff spending too much time reviewing low-value, low-risk contracts?
Answer 71: Yes.

Question 72: What methods do you use to collaborate during the contract negotiation phase?
Answer 72: Email

Question 73: Do you have an easy way to track and manage collaboration surrounding a contract – including email conversations, call notes, mark ups, etc.?
Answer 73: No

Question 74: Do you need to reference contract-related data and documents during negotiation?
Answer 74: Sometimes but generally negotiation centers solely on the contract document.

Question 75: Is it easy to access this information?
Answer 75: If a contract is being renewed or amended, the information is not easily accessible.

Question 76: Is your organization using MS Office?
Answer 76: Yes

Question 77: How do you manage the internal review process, where there are many people across different departments reviewing the document?

Answer 77:   Internal review generally happens sequentially (from a department to legal). Changes requested by legal are sent over email and then shared with the contractor.

Question 78:   How are you managing and tracking changes to contracts when there are multiple people across and outside the organization reviewing and marking up the document?
Answer 78:   Workshare document compare.

Question 79:   Do employees have the ability to review and approve contracts when they are out of the office – remote, traveling, in home offices – or from mobile devices?
Answer 79:   Users must currently be on the City network to review and on their work device to sign.

Question 80:   How are you managing contract execution? Are contracts physically delivered to signers?
Answer 80:   The vendor signs separately and sends to the City for routing electronically via OnBase.

Question 81:   What type of signature solution are you currently using?
Answer 81:   ImageSoft TrueSign

Question 82:   Are you experiencing contract process delays due to time spent tracking down signers?
Answer 82:   The current process mitigated a lot of the process delays from tracking down signers.

Question 83:   Do you have visibility into who is reviewing, approving, signing and maintaining contracts and related relationships?
Answer 83:   Yes, contract administrators can see where the contract is at in the routing process.

Question 84:   How are you managing compliance with your agreements and obligations?
Answer 84:   Contract managers within each department are responsible to ensure deliverables conform with the contract, but any tools to better empower them are preferred. Accounts Payable ensures that the amount spent does not exceed what the contract or resolution authorizes.

Question 85:   How well do you track vendor/supplier obligations and take advantage of negotiated rebates or discounts, while avoiding penalties?
Answer 85:   This is not a concern that has been identified by users.

Question 86:   How are your personnel managing expiration and renewal dates?
Answer 86:   They are managing them individually outside of any system.

Question 87:   Have you missed contract auto-renewals or expiration dates due to a lack of visibility into contract status?
Answer 87:   Yes.

Question 88:   Are contract changes and amendments easy to make? How are these currently managed and tracked?
Answer 88:   They are not easy to make because of difficulty tracking down the relevant documentation (original contract, authorizing resolution). Amendments are only linked to the contract if the contract administrator ensures that it is connected.

Question 89:   Are amendments linked to existing contracts?

Answer 89:   They are supposed to be but if the contract administrator fails to connect them in OnBase, that does not happen.

Question 90:   How do you make executed contracts available to employees outside the legal dept.?

Answer 90:   City employees may search for fully-executed contracts in OnBase or Legistar (for specifically Council approved contracts). This is an area where efficiencies could be gained rapidly through the sought solution.

Question 91:   Can personnel easily search for and locate contracts, related information and supporting documents – including history, revisions, amendments and related conversations?

Answer 91:   Contracts that have been uploaded to OnBase could be found easily (if the user understands the OnBase interface). Some users have successfully leveraged Logos capabilities to house this information. Otherwise, unless the contract administrator has strong individual tracking technique, most users would respond "no" to this question.

Question 92:   How are you managing security/controlling access to contracts and related information?

Answer 92:   OnBase has security around contract/workflow visibility for routing. Legal may use WorkShare to run compares between relevant documents, but this is relatively time consuming depending on the stage of the process.

Question 93:   Do contracts support any information within your line-of-business applications (i.e. vendor contracts related to the vendor master file in the ERP)? If yes, which information and in what system(s)?

Answer 93:   Contracts and their resulting amendments, work statements, renewals, etc are all linked together in OnBase.

Question 94:   Section II. Scope of Services, Page 10: Can you please elaborate on the nature and expectations of the insurance matrix check?

Answer 94:   Language would be added to contracts (in the case of our templates, Exhibit C or Section 28) to comport with the matrix (see attachment).

Question 95:   Section II. Scope of Services, Page 9: Outside of the 120 contract administrators, please provide the number of people who will be interacting with this system and what function they would be performing:

Answer 95:   Creating/Initiating Contract Requests - 120
Editing/Redlining - 15
Approving (I assume this means signing) – 10 + another 15-20 proxy signers
Viewing/Searching – All of the above users

Question 96:   What volume of contracts do you anticipate processing in Year 1?
Answer 96:   500 to 1000

Question 97:   How many contract templates do you currently use today? Are there any beyond what is listed on pages 24-25? How many would you want to build into your new solution?

Answer 97:   See Question 64.

Question 98:   Section I. G.: Your disclosure statement in section G indicates all information in a proposal is subject to disclosure under this provision (Freedom of Information Act). This also provides for a complete disclosure of contracts and attachments thereto. Can we mark our proposal proprietary to prevent its disclosure?

Answer 98:   No.

Question 99:   Section II. 3. 4.: You are requesting integration with Legistar, Logos, and potentially other third party software. Have you already reached out to the owners of these third party software applications to be certain that they can be interfaced or integrated with? Technically and allowed? Have you received permission to achieve your integration objectives from the owners of those other systems?

Answer 99:   We haven't fully explored if the integration capabilities that we are requesting and it's difficult to do so without knowing the capabilities of the proposed solution. We have other, smaller integrations with both systems. See questions 13 and 25.

Question 100:   Section II. 3. 4.: "Software must review outside contracts and notify legal for non-standard terms." Will you provide a database of contract terms that are standard in your contracts to be able to achieve this comparison?

Answer 100:   We could compile a database of terms if needed. See Question 43 as well.

Question 101:   Section II.3.4: "Software must handle 3rd party (contractor/vendor) contract templates." Can you please explain what you mean by "handling."

Answer 101:   See Question 43. We must be able to upload and route 3rd party contracts for signature, as well as manage deliverables and other associated actions deriving from those contracts.

Offerors are responsible for any conclusions that they may draw from the information contained in the Addendum.

City Insurance Matrix

	CLASSIFICATION	Construction Projects	Consultant Services (including licensed professionals)	Contracted Services	IT/Software Design or Data Access	Licenses and Permits	Special Events Licenses and Permits	Vendors with Access to Funds	All Others
	Type of Insurance								
A	**Commercial General Liability (CG0001)**								
	Each Occurrence	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
	Personal & Advertising Injury	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
	Medical Expense - any one person	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
	Damage to Rented Premises	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000	$100,000
	General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
	Products-Comp Op Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
	City of Ann Arbor as Additional Insured; primary and non-contributory	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Form Number	CG2010 - ongoing ops plus CG2037 - completed ops (or equivalent)	CG2026 (or equivalent)	CG2010 - ongoing ops plus CG2037 - completed ops (or equivalent)	CG2010 - ongoing ops; CG2037 completed ops (or equivalent)	CG2012 (or equivalent)	CG2012 (or equivalent)	CG2010 - ongoing ops plus CG2037 - completed ops (or equivalent)	CG2010 - ongoing ops plus CG2037 completed ops or CG2026 (or equivalent)
	Waiver of subrogation in favor of City	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Form Number	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
B	**Auto Liability (CA0001)**								
	All Owned/Hired/Non-Owned Autos	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000		$1,000,000
	City of Ann Arbor as Additional Insured; primary and non-contributory	Yes	Yes	Yes	Yes	Yes, if permit is for operating/using vehicles in any way	Yes, if permit is for operating/using vehicles in any way		Yes
	Form Number	CA2048 or equivalent	CA2048 or equivalent	CA2048 or equivalent	CA2048 or equivalent	CA2048 or equivalent	CA2048 or equivalent		CA2048 or equivalent
	Waiver of subrogation in favor of city	Yes	Yes	Yes	Yes	Yes, if permit is for operating/using vehicles in any way	Yes, if permit is for operating/using vehicles in any way		Yes
	Form Number	CA0444 or equivalent	CA0444 or equivalent	CA0444 or equivalent	CA0444 or equivalent	CA0444 or equivalent	CA0444 or equivalent		CA0444 or equivalent
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
C	**Workers' Compensation (WC000000C)**	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	Employer's Liability Limit	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000	$500,000
	Waiver of subrogation in favor of city	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Form Number	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
D	**Umbrella Liability**								
	Limit	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000

City Insurance Matrix

	CLASSIFICATION	Construction Projects	Consultant Services (including licensed professionals)	Contracted Services	IT/Software Design or Data Access	Licenses and Permits	Special Events Licenses and Permits	Vendors with Access to Funds	All Others
	Waiver of subrogation in favor of City	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Form Number	varies	varies	varies	varies	varies	varies	varies	varies
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
E	**Professional Liability/Errors & Omissions**								
	Per Claim		$1,000,000		$1,000,000				
F	**Builders Risk/Installation Floater**								
	Limit	Cost of project							
G	**Pollution Liability**								
	Per Claim	$1,000,000							
	Contractor Pollution Liability	Yes							
	Transportation Pollution Liability	Yes (if responsible for transporting waste or debris from project sites)							
	Non-Owned Disposal Sites Liability	Yes (if responsible for disposing of waste or debris generated by their work)							
	Waste Brokering endorsement	Yes (if responsible for selecting or recommending sites for disposing of waste or debris)							
	Additional Insured	Yes							
H	**Cyber Liability**								
	Per Claim				$1,000,000			$1,000,000	
I	**Third Party Fidelity**								
	Limit							$500,000	
J	**Liquor Liability**							when applicable	
	Limit							$1,000,000	

Footnotes:
Requirement for Pollution Liability for Construction Projects will depend on the nature of the work

City Insurance Matrix

	CLASSIFICATION	Environmental Projects/Risks			
		Chemical Delivery	**Chemical Supply**	**On-Site Use of Chemicals (pesticide application)**	**Chemical Disposal**
	Type of Insurance				
A	**Commercial General Liability (CG0001)**				
	Each Occurrence	$1,000,000	$1,000,000	$1,000,000	$1,000,000
	Personal & Advertising Injury	$1,000,000	$1,000,000	$1,000,000	$1,000,000
	Medical Expense - any one person	$5,000	$5,000	$5,000	$5,000
	Damage to Rented Premises	$100,000	$100,000	$100,000	$100,000
	General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000
	Products-Comp Op Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000
	City of Ann Arbor as Additional Insured; primary and non-contributory	Yes	Yes	Yes	Yes
	Form Number	CG2010 - ongoing ops plus CG2037 - completed ops (or equivalent)	CG2010 - ongoing ops plus CG2037 - completed ops (or equivalent)	CG2010 - ongoing ops plus CG2037 - completed ops (or equivalent)	CG2010 - ongoing ops plus CG2037 - completed ops (or equivalent)
	Waiver of subrogation in favor of City	Yes	Yes	Yes	Yes
	Form Number	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent	CG2404 or equivalent
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes
B	**Auto Liability (CA0001)**				
	All Owned/Hired/Non-Owned Autos	$1,000,000	$1,000,000	$1,000,000	$1,000,000
	City of Ann Arbor as Additional Insured; primary and non-contributory	Yes	Yes	Yes	Yes
	Form Number	CA2048 or equivalent	CA2048 or equivalent	CA2048 or equivalent	CA2048 or equivalent
	Waiver of subrogation in favor of city	Yes	Yes	Yes	Yes
	Form Number	CA0444 or equivalent	CA0444 or equivalent	CA0444 or equivalent	CA0444 or equivalent
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes
C	**Workers' Compensation (WC000000C)**	Statutory	Statutory	Statutory	Statutory
	Employer's Liability Limit	$1,000,000	$1,000,000	$1,000,000	$1,000,000
	Waiver of subrogation in favor of city	Yes	Yes	Yes	Yes
	Form Number	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent	WC000313 or equivalent
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes
D	**Umbrella Liability**				
	Limit	$5,000,000 *$1,000,000 for low risk chemicals*	$5,000,000 *$1,000,000 for low risk chemicals*	$5,000,000 *$1,000,000 for low risk chemicals*	$5,000,000 *$1,000,000 for low risk chemicals*
	Waiver of subrogation in favor of City	Yes	Yes	Yes	Yes
	Form Number	varies	varies	varies	varies
	30 day notice of cancellation (10 for non-pay)	Yes	Yes	Yes	Yes
E	**Professional Liability/Errors & Omissions**				
	Per Claim			$5,000,000 (for vendors providing design, conulsting, testing or laboratory services)	
F	**Builders Risk/Installation Floater**				
	Limit				
G	**Pollution Liability**				

CLASSIFICATION	Environmental Projects/Risks			
Per Claim	$5,000,000 $1,000,000 for low risk chemicals	$5,000,000 $1,000,000 for low risk chemicals	$5,000,000 $1,000,000 for low risk chemicals	$5,000,000 $1,000,000 for low risk chemicals
Contractor Pollution Liability	Yes	Yes	Yes	Yes
Transportation Pollution Liability	Yes	Yes, if responsible for arranging transporation delivery (misdelivery, unloading)	Yes (if responsible for transporting waste or debris from project sites)	Yes (if responsible for transporting or arranging transport of waste from owners sites)
Non-Owned Disposal Sites Liability				Yes (if responsible for disposing of waste generated by their work)
Waste Brokering endorsement				Yes (if responsible for selecting or recommending sites for disposing of waste or debris)
Product Pollution Liability	to the supplier of the chemical	Yes		
Additional Insured	Yes	Yes	Yes	Yes
H Cyber Liability				
Per Claim				
I Third Party Fidelity				
Limit				

Footnotes:
Requirement for Pollution Liability for Construction Projects will depend on the nature of the work
Additional insured on umbrella is generally included with following form nature of umbrella

Chemical Insurance Risk Factors

Chemical	bid #	vendor	Risk	Price	Unit
Quick Lime	Mid Mich	Carmeuse Lime, Inc	High	$134.61	ton
NaOH - Sodium Hydroxide	ITB-4538	Alexander Chemical, Carus	High	$748.00	dry ton
Sodium Hypochlorite - NaOCL	Mid Mich	Olin	High	$0.67	gallon
HSF - flouride	Mid Mich	Mosaic	High	$294.00	ton
anhydrous ammonia (NH3)	ITB-4488	Tanner Industries	High	$1,580.00	ton
Sodium Hexametaphosphate (SHMP)	ITB-4436	Sterling Water Technologies	Low	$84.92	cwt
Coagulant clarifloc	ITB-4536	Polydyne	Low	$279.00	drum
Liquid Oxygen (LOX)	ITB-4380	Matheson Tri-Gas	High	$0.39	hcf
Carbon Dioxide (CO2)	ITB-4442	Continental Carbonic	Low	$125.00	ton

Low Risk = $1,000,000 Pollution Liability (with endorsements); $1/$2M GL and $1M Umbrella
High Risk = $5,000,000 Pollution Liability (with endorsements); $1/$2M GL and $5M Umbrella