

REQUEST FOR PROPOSAL

RFP 966

PARKS & RECREATION MANAGEMENT SOFTWARE

City of Ann Arbor
Parks and Recreation
Community Services Area



**Proposal Due Date:
Friday, April 22, 2016 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 Parks and Recreation management system, along with related implementation services, to replace the City's current functionality provided by the CLASS system from Active Network.

The new system is intended to be a solution that leverages current technology and includes functionality that will improve City operations, enhance self-service capabilities, and improve management reporting.

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 **March 28th, 2016 at 3:00 PM** and should be addressed as follows:

RFP Process and Compliance questions:
Colin Spencer - cspencer@a2gov.org

RFP Scope of Work/Proposal content questions:
Rick Powell, Senior Applications Specialist, at rpowell@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 and 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 DVD disc or 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 April 22nd, 2016 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 DVD or 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 966 - PARKS AND RECREATION MANAGEMENT SYSTEM AND RELATED IMPLEMENTATION SERVICES

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
P.O. Box 8647
Ann Arbor, MI 48107

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

Hand delivered Proposals 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 A – Legal Status, Attachment B - Non-Discrimination Compliance, Attachment C - Living Wage 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 from May 4th to May 13th, 2016**. 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 be 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.

Activity/Event	Anticipated Date
RFP Published/Distributed	Monday, March 21st, 2016
Deadline for Respondent Questions and Clarifications	Monday, March 28th, 2016 at 3:00 PM
Proposals Due	Friday, April 22nd, 2016 by 2:00 PM
Software Demonstrations/Site Visits	May 4th through May 13th, 2016
Proposal Selection	Thursday, May 19th by 3:00 PM
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 up to five (5) additional fiscal years for a total of six (6) fiscal years. The City's fiscal year runs July 1 through June 30.

SECTION II BACKGROUND AND SCOPE OF WORK

A. BACKGROUND

The City is soliciting proposals from qualified respondents for a Parks and Recreation management system, along with related implementation services, to replace the City's current functionality provided by the CLASS system from Active Network, to include, but not limited to:

- Program and Activity Management
 - A system for managing program offerings and registrations for a variety of activities.
- Client and Organization Management
 - A core customer database for patron management, communications, marketing, and utilization tracking.
- Integrated Point of Sale
 - Point of Sale (POS) module providing full cash register/point of sale functionality, inventory management and financial integration.
- Membership Pass Support
 - Manage seasonal and facility memberships including swipe card access and tracking, member activity records
- Facility Rental Management
 - Manage and schedule facilities for a variety of uses, book and manage reservations, contracts and agreements.
- Online Registration and Self-Service Tools
 - A user-friendly online interface for program and activity registration, facility availability, membership transactions and client management.
- Management Reporting
 - Preconfigured and custom reporting for operations management, program and facility utilization and marketing
- Team and League Management
 - Sports league scheduling with support for rosters and facility bookings.
- Volunteer Management
 - Volunteer record management, tracking and communication tools.
- Staff Management
 - Manage staff information, schedules, and timesheets. Link to facilities.
- Technology
 - Interface with City's finance system (New World LOGOS)
 - SQL DB across modules
 - SQL DB for query/data extracts
 - Production and Testing Environments
 - Conversion of 5+ years historical data
 - Supports City's standard technology stack
 - Audit Trail Capabilities

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. It is desirable for the Contractor to provide the City with a copy of the work plan in Microsoft Project format.

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; this shall include a chart showing the relationships between Parks and Recreation, Finance, Information Technology, and the Contractor. The relationships shall be clearly defined.
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 Monday, February 6th 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.
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 - 30 points**
 - Usability
 - Flexibility
 - Fit to Requirements
 - Integration
 - Improvements in Efficiency and Effectiveness
- **Technology - 25 points**
 - Integration Capabilities
 - Technical fit to Requirements
 - Fit to standard Tech Stack
 - Data Conversion
 - Future Plans for Software (Enhancements/Upgrades)
- **Implementation Approach - 15 Points**
 - Implementation Approach
 - Project Management Process
 - Project Timeline
- **Support and Training – 20 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 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 2 hours followed by questions and answers.

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 DVD disc or 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 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
 - 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 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.)**

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.

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

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 Compliance, Living Wage 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 B
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- a. To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- b. To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- c. To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- d. To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

ATTACHMENT C CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [] No. of employees ___
The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$12.93/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.43/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce

- [] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
- [] Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits
- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

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

Revised 02/17/16 Rev 0

LW-2



ATTACHMENT D

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

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

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

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

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

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

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

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

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

PROCUREMENT USE ONLY

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

ATTACHMENT 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

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

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

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

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

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

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

ATTACHMENT 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**

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.
- 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.)

Program & Activity Management

ID	Requirements	Prioritization	Response Code
1	Rollover Courses from previous Sessions	Essential	
2	Organize Courses by Seasons, Sessions (With Date and Time)	Essential	
3	Revise / Edit Courses that are rolled over (Edit, delete, etc)	Essential	
4	Create new courses	Essential	
5	Courses support Capacity , Min-Max, Age Range, other user defined criteria	Essential	
6	Session Enrollment Start and End dates -	Essential	
7	Online Registration Start and End Date	Essential	
8	Date/Time Based Registration Discounts - Registration between period x% off - Early Bird - Half Season	Important	
9	Course Minimum not met generate Notification Report w Client details. Email notification to Client	Essential	
10	Course Waitlist management - Allow clients to be Wait Listed - Notifications to Staff	Essential	
11	Manage registration changes such as moving to diff course. Drop/Add	Important	
12	Pricing - Scholarship Support - Tracking and Reporting (enforce Only 3 scholarship programs per client)	Important	
13	Pricing - Manual Registration Cost Adjustment	Essential	
14	Maintain Report Record of Previous Registrations/Completions	Essential	
15	Email Course Enrollees (Registration, Waitlist, Schedule, General Info)	Important	
16	Session Course attendance tracking	Optional	
17	Staff Only Courses attendance tracking - date and reg retrictions for internal training CPR,etc	Optional	
18	Ability to attach program surveys that could be emailed to course enrollees	Optional	
19	Record of certification/skill levels/badges and satisfaction of prereqs for course reg - Also affects Pricing	Essential	

Program Management

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Functional Area Requirements 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 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.)

Membership Administration

ID	Requirements	Prioritization	Response Code
1	Season Pass support - Ability to assign limits to usage, expiry dates	Essential	
2	Season Pass Half Season discount based on date	Essential	
3	Multiple membership pass types (swimming, skating, drop in hockey) on a single card	Essential	
4	Multiple usage types (punch pass/season pass/unlimited)	Essential	
5	Ability to use a membership at multiple facilities	Essential	
6	Ability to have a membership active on specific times and dates	Essential	
7	Scan card capabilities	Essential	
8	Organizational/user membership	Essential	
9	Credit/Refund membership pass (for errors, etc)	Essential	
10	Reload membership pass credits anytime (online?)	Important	
11	Report on Membership Pass Sales, Daily Admissions (not passes), and Membership scans	Essential	
12	Assign scholarships to adults, seniors and families for pool/rink passes - one year expiration.	Essential	
13	Ability to track each "use" per family member by scan card. We currently have to enter the use into the account and double check that the users havn't gone over their number.	Essential	
14	Agency passes are only available for organizations - automatically set expiration one year from issue.	Essential	
15	Ability to track number of times Organziation uses pass; what pool/rink, how many people did they bring, etc.	Essential	
16	Support for custom business rules for managing Scholarships - Adding people, expirys, limits	Essential	

Membership Questions

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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.
- 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
- 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.)

Client and Organization Management

ID	Requirements	Prioritization	Response Code
1	Resident - NonResident Fee Structure - Support different fees based on residency for programs, rentals, etc. Automatic lookup based on address data.	Essential	
2	Management tools for Duplicate clients / organization records. For example, merge, split, delete, etc.	Essential	
3	Ability to separate accounts or combine accounts while retaining registration, facility booking, prereqs, records. Family to Org, etc	Essential	
4	Maintain Record of Previous Registrations or Program Completions	Essential	
5	Notes field about client for specific course as well as general client note field.	Essential	
6	Record of certification/skill levels/badges and satisfaction of prereqs for course reg - Also affects Pricing and Fees	Essential	
7	Ability to save or upload client forms on an account (ex. Day camp forms, waivers, etc) - Scanned docs, PDFs, etc	Important	
8	Unlimited client, organizaional and staff users - Vendor system that charges per user is not optimal	Important	

Client & Org Mgmt Questions

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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 system.
- P** The system does not completely meet the full functionality 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 requirement.
- 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 other details.)
- 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 release date.)

Facility Booking

ID	Requirements	Prioritization	Response Code
1	Each Complex / Facility / Park migrated from current CLASS system	Essential	
2	Easily manage each reservable space/field/shelter within a Complex / Facility / Park	Essential	
3	Assignment of single rental number. Single number for either a one time rental or a recurring or seasonal rental.	Essential	
4	Ability to search by rental number, client/org name, date, park location	Essential	
5	Dynamic grid and calendar views for managing facilities, bookings, etc.	Essential	
6	Tool for managing Rental Details: Event type; arrival time (may be different then the rental time), user creating rental (staff), function selection, conditions of use, fees & estimated attendance.	Essential	
8	Support for free-form and predefined Event Types with configurable attributes	Essential	
9	Support Arrival Time and Rental Time: the arrival time will be noted on the contract and is defined by the rental party. The rental time is the start and end times of the rental and is used to generate fees.	Important	
10	Function Selection: Defined by staff at each park location and selected from a drop down box for each rental.	Essential	
11	Conditions of Use: Support for custom event specific language added by the Staff when creating the rental or as details are provided. May include rules, event information, additional contact people, etc. Added to rental contract output.	Essential	
12	Support for custom fees for each Park and their specific spaces/fields/shelters. All fees need to be able of being overridden by admin/approved staff.	Essential	
13	Support and reporting for Tentative vs. Firm rentals: Tentative allows the rental to be created and saved without requiring payment. Firm requires payment and finalizes the event.	Essential	
14	Maintain history of prior rentals for a clients/organization Provide the ability to 'rebook' or recreate prior rental bookings.	Important	
15	Maintain Bookings: Ability to repeat booking and repeat modifications for single occurrence or entire series. For example, changing the start time of one use and applying to all uses. Mandatory for playing field rentals.	Essential	
16	Administration Bookings: Put holds on various parks without creating contract. Would like the ability to create a "delete by this date" option so parks aren't held unnecessarily. Must contain user info, function and space for notes.	Optional	
17	Maintenane Bookings: Used if Park Ops or staff is doing work at a park. Prevents from renting park.	Important	
18	Support for Rentals vs Bookings: A rental may have more than one booking associated with it. For example AASC has one rental in the Spring for half-fields and each half-field use each day is counted as 1 booking.	Important	
19	Self Service - Show facility availability and schedules	Important	
20	Self Service - Provide the user to identify available facilities by use, schedule, etc.	Important	
21	Easy to use email notifications and communication tools of facility rental contact	Important	
22	Ability to book after hours	Important	
23	Support for user defined times for facility (ice arena, etc) that are not limited to quarter hours (such as CLASS) to support ice time	Essential	

Facility Booking Questions

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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
- P** The system does not completely meet the full functionality as described as described in the requirement, but may provide partial
- C** Customization is a change to the underlying source code. A Customization may also include an additional cost. The vendor **MUST** specify
- 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
- V** This feature is not available within the current version of the software, but is currently on our products development roadmap. (Please
- B** This feature is not available within the current version of the software, but is currently being tested for release in our next software

Point of Sale

ID	Requirements	Prioritization	Response Code
1	Point of Sale (POS) module provides full cash register/point of sale functionality	Essential	
2	Provides Inventory management tools and reports . PLU numbers, barcode scanning	Essential	
3	Support for various payment options (Cash, Check, Credit Card, Scholarship, etc)	Essential	
4	Credit card processing must be PCI-DSS and EMV compliant.	Essential	
5	Prints itemized and numbered receipts. Customizable receipts by station/unit. Sequential receipt numbers	Essential	
6	Cash Balance Reporting (Daily, Weekly, etc)	Essential	
7	Support for refunds /credit	Essential	
8	Ability to support Custom prompts and notes for exceptions.		
9	Support Price changes/apply discounts/price override feature	Essential	
10	Supports different pricing different facilities	Essential	
11	Touchscreen interface	Important	
12	Ability to assign independent GL (General Ledger) accounts toPOS items	Essential	
13	Ability to optionally track purchases/enrollments by member	Important	
14	Equipment Rental - Tracking Inventory usage rather than POS line item. Manages deposits. Waivers.	Optional	

Point of Sale Questions

ID	Vendor Response
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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.
- 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.
- 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.)

Online Self Service

ID	Requirements	Prioritization	Response Code
1	Through Self-service, clients are able to use Internet connected devices to:		
2	Search for Programs/Camps/Clinics	Essential	
3	Register for Programs/Camps/Clinics	Essential	
4	Withdraw Programs/Camps/Clinics	Essential	
5	Payment for Programs/Camps/Clinics	Essential	
6	Facility information	Essential	
7	Facility availability and Schedules	Essential	
8	Add/update emergency contact information	Important	
9	Update name	Essential	
10	Update marital status	Important	
11	Payment records for past bookings and registrations	Essential	
12	Staff can Email Course Enrollees	Essential	

Self Service Questions

ID	Vendor Response
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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
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.
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.)

Reporting

ID	Requirements	Prioritization	Response
1	Provides a library of reports across all functional areas.	Essential	
2	Provides standard reports that include parameters that allow users to define output.	Essential	
3	Provides a user friendly built-in adhoc report writing tool.	Important	
4	Provides that all system data elements reside in a single database for adhoc reporting.	Essential	
5	Provides a user friendly interfaces for selecting data fields.	Essential	
6	Provides that all reports and analytics data is real-time across all functions.	Essential	
7	Provides ability to export all reports to Excel and PDF.	Essential	
8	Sales/Activity/Revenue reporting (daily, monthly, annually, by sku, item, or department, even predefined range of time)	Essential	
9	Inventory management	Essential	
10	Customer account info (track customer purchases, facility usage, and pull list of customer for target marketing)	Essential	
11	Memberships (reporting based on membership type, usage, history)	Essential	
12	Course registration (course rosters, waitlists, attendance, revenue, history, etc...)	Essential	
13	Create labels, Mail merge	Important	
14	Daily cash handling documents (GL, Cash Balance, etc...)	Essential	
15	Treasurers report	Essential	
16	GL reports (daily, monthly, annually)	Essential	
17	Program participation (number of people enrolled per class/session/season)	Essential	
18	Membership passes sold	Essential	
19	Membership passes scanned (daily, monthly, weekend, etc.),	Essential	
20	PLU sales report (individual items, such as general admission/goggles, etc.),	Essential	
21	Journal listing (every transaction during the day, its like a daily itemized receipt).	Essential	
22	Weekly Rental Contract Report - By Selected Facility.	Important	
23	Facility Rental Reports - Tabulation of rental instances. Example: One group booking a park twice per week for 3 months and we need an accurate count of how many rentals (bookings) there were for a block of time = 24 bookings. I'd like to see it listed as 24 rentals, Wed and Fri each week from X to X	Important	
24	Rental Summary Report as produced by CLASS - Attendance field should count the number of users per booking. Example: Tuesday and Thurs rental for 10 people for one month (20 users per week) = attendance of 80	Important	
25	Scholarship Recipient Reporting Mail Merge Export	Essential	
26	Internet Account Creation Report	Essential	
27	Duplicate Client Reporting	Essential	
28	First name, last name and Email addresses of main contact for facility rentals in a point in time.	Important	
29	Ability to pull up a receipt and either print or email with the last 4 digits of the cc number only and city tax i.d. number	Essential	
30	Membership Pass Scanned Report to see where a person scanned their pass in a specified time	Essential	
31	Membership Pass Summary Report for number of scholarship in a specified time	Essential	

Mgt Reporting Questions

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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
- 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
- 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
- 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
- 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

Team & League Management

ID	Requirements	Prioritization	Response Code
1	League, Team, Roster, Player management	Optional	
2	Support for Player types (Captain, Manager, etc), Standings, Suspensions	Optional	
3	Sessions, Season and Schedule management	Optional	
	Integrate with Facilities schedule (Ice rinks, Pools, Fields, etc)	Optional	
4	Relate Facility (Resources: Lanes, Rinks, Locker Rooms) to Leagues and Schedules	Optional	
5	Support online registrations, payments, Drop Add support by user and staff.	Optional	
6	Email notifications - League, Team, Player, By Player type. Upcoming match, announcements, etc,	Optional	
8	Swim team and swim meet support	Optional	
9	Ice Hockey team support	Optional	
10	Support for draft leagues	Optional	

Team & League Management Questions

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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.

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

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)

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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.)

Staff Management

ID	Requirements	Prioritization	Response Code
1	Timesheets - Ability for staff to enter hours work. Supervisor approval	Optional	
2	Maintain Licenses and Certifications across a range of activities (Lifeguard, CPR, USA Hockey, Referees, Skating Instructors)	Optional	
3	Ability to produce Staff job history reports.	Optional	
4	Ability to produce Staff statistics/analytics by headcount, FTE, Temp, employee group	Optional	
5	Staff Scheduling	Optional	
6	Online access of schedules for staff	Optional	

Staff Mgmt. Questions

ID	Vendor Response
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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
- P** The system does not completely meet the full functionality as described as described in the requirement, but may provide partial
- C** Customization is a change to the underlying source code. A Customization may also include an additional cost. The vendor **MUST**
- 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
- V** This feature is not available within the current version of the software, but is currently on our products development roadmap. (Please
- B** This feature is not available within the current version of the software, but is currently being tested for release in our next software

Volunteer Management

ID	Requirements	Prioritization	Response Code
1	Volunteer and Volunteer Activity Management tools	Optional	
2	Integration with client and organizational management records	Optional	
3	Recruitment tools	Optional	
4	Online voluteer portal or self-service tools	Optional	
5	Volunteer Tracking	Optional	
6	Service Records	Optional	
7	Recognition	Optional	
8	Marketing Tools - Text, Email, Social Media etc.	Optional	

Volunteer Mgmt Questions

ID	Vendor Response
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Functional Area Requirement Prioritization

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

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- 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

Technology

ID	Requirements	Prioritization	Response Code
1	System leverages a single integrated DB.	Important	
2	Database and regular database backups directly accessible	Essential	
3	Vendor should be a MS certified Gold Partner.	Important	
4	The system supports the City's standard technology stack:	Important	
5	Microsoft Office 2007-2016	Important	
6	Microsoft Internet Explorer 11	Important	
7	Microsoft Outlook/MS Exchange 2010/Office 365	Important	
8	Microsoft SQL Server 2008 R2 -64 Bit or higher	Important	
9	Microsoft SQL Server Integration Services	Important	
10	Microsoft SQL Server Reporting Services	Important	
11	Microsoft Windows Server 2008 - 64 Bit	Important	
12	Microsoft Active Directory 2008 integration	Important	
15	Microsoft SharePoint Web Parts	Important	
16	XML	Important	
18	SOA	Important	
19	IIS 7.0 or higher	Important	

Technology Questions

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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 perform 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.

XV. 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

Steven D. Powers, City Administrator

Type Name
Service Area Administrator

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.