



Invitation to Bid ITB-4199

Mitel Telephone System Support **Due: February 1, 2012 before 10:00 am (EST)**

FINANCIAL AND ADMINISTRATIVE SERVICES AREA
Information Technology Service Unit

CITY OF ANN ARBOR
301 E. Huron
Ann Arbor, Michigan 48104

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CITY OF ANN ARBOR

INVITATION TO BID

Mitel Telephone System Support ITB-4199

The City of Ann Arbor will be accepting sealed bids for Mitel Telephone System Support in accordance with the terms and conditions of this Invitation to bid. The City is interested in a three (3) year contract with the option to extend for two additional years on an annual basis with the City's approval.

Sealed bids must be received **(ORIGINAL PLUS TWO (2) COPIES)** by the Procurement Office, Fifth Floor, City Hall, 301 E. Huron, Ann Arbor, Michigan, 48107 **before 10:00 a.m. (EST), February 1, 2012**, at which time they will be opened and publicly read aloud.

Specifications are attached.

Enclosed you will find the City of Ann Arbor's Fair Employment Practice (Exhibit B), Living Wage form (Exhibit C), Contract Compliance Instructions and Forms (Exhibit D), which must be completed and returned with your bid. You may submit an updated EEO-1 in place of Contract Compliance forms. Submittal of these completed forms is a requirement of this bid.

Authorized

City of Ann Arbor Procurement

1. BID OVERVIEW

Definitions: "The City": The City of Ann Arbor, Michigan.
"Responder": An individual or business submitting a bid.
"Contractor": One who contracts to perform work or furnish materials in accordance with a written contract.

Purpose of Bid: The purpose of the Invitation to Bid is to establish a contractual relationship with a Contractor to provide Support for the City's Mitel Voice over IP Telephone system.

2. INSTRUCTION TO RESPONDERS

A. Bid Preparation

Each Responder shall assume all cost incurred by it or others acting on its behalf in preparing or submitting a Bid, or otherwise responding to this ITB, or any negotiations incidental to its Bid or this ITB.

B. Exceptions to Bid Specifications

Any exceptions to the terms and conditions contained in this Invitation to Bid (ITB), the form or Contract contained in this ITB or any other special considerations or conditions requested or required by the Responder MUST be specifically enumerated by the Responder and be submitted as part of its Bid, together with an explanation as to the reason such terms and conditions or the ITB for form of Contract cannot be met. The successful Responder shall be required and expected to meet the specifications and requirements set forth in the ITB and the form of Contract in their entirety, except to the extent exceptions are expressly set forth in the Responder's Bid and those exceptions are expressly accepted by the City as part of the award and documented accordingly in the Contract.

C. Addendum

If it becomes necessary to revise any part of the ITB, notice of the revision will be posted to MITN and the City of Ann Arbor purchasing website for all parties to download. Each Responder must in its Bid, to avoid any miscommunications, acknowledge all addendums which it has received, but the failure of a Responder to receive, or acknowledge receipt of; any addendum shall not relieve the Responder of the responsibility for complying with the terms thereof.

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

D. Verbal Representations

Bids must contain in writing all the terms and conditions of the offer being made. Verbal representations made before or after Bids are submitted will not be considered unless they are followed up in writing and signed by both parties.

E. Bid Withdrawal

Responders may withdrawal their Bids, if they desire, anytime before the Due Date. All Bids submitted shall not be withdrawn and shall be irrevocable for a minimum of sixty (60) days following the Due Date for receipt of Bid set forth within ITB.

F. Compliance Requirements

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

1. Non-Discrimination by City Contractor(s)

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

2. Living Wage

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

G. Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Responders in accordance with the terms and conditions of the ITB.

All questions must be emailed to Lnewton@a2gov.org by the deadline date and time of January 24, 2012 at 3:00 pm (local time).

H. Bid Submission

All Bids are due and must be delivered to the City **before 10:00 a.m. (local time) on February 1, 2012 (the due date)**. Bids submitted via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Responder must submit one original Bid two (2) additional Bid copies in a sealed envelope clearly marked: ITB 4199 – **Mitel Telephone System Support, Responders name and address.**

Bids must be addressed and delivered to:

City of Ann Arbor - Procurement Unit
5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

Bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. The City will not be liable to any Responder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Responder is responsible for submission of their Bid.

Additional time will not be granted to a single Responder; however, additional time may be granted to all Responders when the City determines that circumstances warrant it.

3. General Conditions

A. Reservation of Rights

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Bids or alternative Bids, in whole or in part, with or without cause.
2. The City reserves the right to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Responders.

4. The City reserves the right not to consider any Bid, which it determines to be unresponsive and deficient in any of the information, requested within ITB.
5. The City reserves the right to determine whether the specifications/scope of the project will be entirely as described in the ITB, a portion of the specifications/scope, or a revised specification/scope be implemented.
6. The City reserves the right to select one or more Responders to perform services.
7. The City reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the firm of the conditions contained in this ITB for Bids, unless clearly and specifically noted in the Bid submitted.
8. The City reserves the right to disqualify Bids that fail to respond to any requirements outlined in the ITB, or failure to enclose copies of the required documents outlined within ITB.

B. Collusive Bidding

The Responder certifies that their Bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a Bid for the same services and is in all respects fair, within outside control, collusion, fraud, or otherwise illegal action

C. Confidentiality of Bids

Bids and supporting material become the property of the City and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". The Responders must ensure that suitable measures will be taken to assure the confidentiality of the City and the City's data.

D. Release of Claims

Each Responder, by its submission of its bid releases the City from any and all claims arising out of, and related to, the ITB process and selection of a Contractor.

E. Finality of Decision

Any decision made by the City, including the Contractor selection, shall be final.

F. Debarment

Submission of a Bid in response to this ITB is certification that the Responder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

G. Bid Preparation

Bids should be prepared providing a straight-forward, concise description of the Responder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Bid.

4. BID REQUIREMENTS

The Contractor's bid response shall consider and provide the information listed below when completing the attached Bid Form (Exhibit A). Failure to include all the information could result in disqualification.

- A. Interested and qualified vendors should refer to the project requirement detailing the equipment specifications, services, installation and training to be provided as part of this project.
- B. References: List three (3) references for which Responder has provided similar services. Include company name, contact names and phone numbers.
- C. Review Standard Terms and Conditions of the City of Ann Arbor's Contracts section found in Exhibit E. In submitting a signed Bid you certify that you concur with the Contract and all provisions shall be met by the Contractor as well as any Subcontractors.

5. SPECIFICATIONS

A. Mitel VOIP SERVICE AND SUPPORT REQUIREMENTS

- Provide 24hrs/7days remote monitoring of all Mitel 3300 controllers, Nupoint Voicemail System, PraireFyre Server, ACD Primary User Controller, ACD Secondary User Controller including directly-connected PRI's.SIP/IP trunking, 911 CESID Emergency Service, direct-connected switches, and (through the controllers) all IP phones.
- The Vendor's monitoring portal must be secure and display the status of all of the City's monitored objects. The vendor's monitoring portal and its features must be accessible to City Of Ann Arbor' technical support staff.
- 24 x 7 automatic notifications to City Technical Support staff if any monitored component exceeds pre-set levels.
- Vendor must provide a helpdesk which is able to assist City of Ann Arbor' Technical Support staff with any email and telephone questions/inquiries at no additional cost to the City of Ann Arbor.
- Vendor must be able to remotely configure, troubleshoot, and diagnose, within eight hours of notification, all system issues that arise which can be resolved accordingly.

- Vendor will provide, via Mitel or Prairefyre, certification training on any new software releases and or leader lead courses to the City of Ann Arbor’s Mitel Certified Engineer
- Vendor must be onsite and replace any failed critical hardware component*, within 24 hours of first notification. *Note: * Critical hardware component would be any component which impacts, or may impact, the overall performance, stability, reliability, and usefulness of the Mitel VOIP system.*
- Vendor must supply a set of components critical for which the City of Ann Arbor’s technical support staff can use as replacements during hardware failures as so minimal downtime will be experienced for City. Items required for this will be, but not limited to: one controller hard drive and one controller power supply. Vendor will ensure that defective items will be shipped to the vendor and will be exchanged for immediate replacement.
- Vendor will schedule and implement all software patches and upgrades, and keep all Mitel servers at the latest support level. Vendor must schedule any changes with the City of Ann Arbor’s Technical Support staff.
- Vendor will provide a list of maintenance procedures completed every 90 days.
- A **semi-annual** site visit will be required by the vendor to assess the overall system health status of the Mitel VOIP system, upgrade any components or software needed to boost the Mitel VOIP performance, and assist the City of Ann Arbor’ technical support staff with any questions and/or provide additional training which may be needed.

B. CURRENT MITEL SYSTEM ENVIRONMENT

A. TELEPHONE SYSTEM CONFIGURATION

- The City currently utilizes 6 ISDN PRI’s: one D channel per PRI
- DID ranges are distributed per department
- City Main numbers and DID’s are on the PRI’s

FACILITY NAME	SOFTWARE
Municipal Center	3- 3300 MXE/Software MCD 5.0
Municipal Center	Nupoint Voicemail UM MSL 9.2.25.0
Municipal Center	Quick Conference Server-4.0
Municipal Center	Teleworker Server Software 5.0
Municipal Center	PrarieFyre Server/Software 5.7
Housing Commission	1-3300 CX/Software MCD 5.0
Wastewater Treatment Plant	1-3300CX/Software MCD 5.0
Fire Station 1	1-3300 CX/Software MCD 5.0
AATA	1-3300 MXE-Software MCD 5.0
Water Treatment Plant	1-3300 MXE-Software MCD 5.0
Wheeler/Field Operations	3- 3300MXE/Software MCD 5.0
CTN	Software MCD 5.0

B. SITE LOCATIONS AND IP DEVICES USED

FACILITY	LOCATION	SOFTWARE	IP DEVICE LICENSES PURCHASED	IP DEVICE LICENSES USED
MUNICIPAL CENTER	301 E Huron (734)794-6000	MCD 5.0/MXE	722	716
WHEELER	4251 Stone School (734)794-6351	MCD 5.0/MXE	597	579
FIRE STATION 1	111 N 5 TH Ave. (734)94-6979	MCD 5.0/MXE	85	85
CTN	2805 S. Industrial Hwy.	MCD 5.0/CX	15	15
WTP	919 Sunset Rd (734)994-2840	MCD 5.0/MXE	175	175
WWTP	49 South Dixboro (734)794-6450	MCD 5.0/CX	64	64
HOUSING	721 Miller Ave. (734)794-6720	MCD 5.0/CX	20	20
AATA	2700 S. Industrial Hwy (734)973-6500	MCD/MXE	97	88

C. BASE SYSTEM COMPONENTS

A. COMPONENT DESCRIPTIONS

The City of Ann Arbor has a total of twelve (12) Mitel 3300 VOIP switches that are networked together through IP Trunk Connectivity. The switches are configured throughout the city, utilizing resiliency. The enterprise-wide IP telephony system has serviced most of the City's forty-five (45) sites. The City network provides almost all sites with direct fiber connectivity back to the City's Data Center. The few without fiber have direct point-to-point wireless connections.

The City utilizes Extreme Networks Metro Area Network infrastructure with powered 802.af switches installed at all sites.

The City has services with ISDN-PRI (PRI) and DID service; this service is installed into Municipal Center's (primary hub) and the Wheeler Service Center (secondary hub). Some sites require survivability, and these are equipped with a modest quantity of analog trunks to access the PSTN in the event of a WAN failure. Many of the smaller sites do not require system-provided survivability. In some of these cases, one or two Centrex/POTS lines are in place to serve as back-up service or 9-1-1 access. Since many of the remote sites are equipped simply with IP phones, a 9-1-1 locator service/database is provided so that all sites pass the proper information to their Public Safety Answering Point.

The City's Call Center system is PrarieFyre. The Call Center implementation is required to be resilient, but servers are not required to be redundant. Separate processors have been configured at Municipal Center and Wheeler Center to operate diverse call operations. Call Center operations for uniquely assigned agents provide fail-over services for agents assigned to other systems.

Voice mail is provided to users through the use of a Nupoint Voicemail system equipped with 60 ports and 960 hours of storage. The system was installed in 2008. It is connected into the Mitel 3300 MXE Server utilizing the 3300 IP Ports. All users are notified of waiting messages through the message waiting indicator lamp.

EXHIBIT A - BID FORM

COMPANY _____

ADDRESS _____

TELEPHONE _____

TAX ID# _____

BID PRICING				
YEAR 1	YEAR 2	YEAR 3	YEAR 4 (Optional Extension)	YEAR 5 (Optional Extension)

REFERENCES				
Please list at least three (3) companies or public agencies for which you have performed similar work.				
Organization	Address	Contact Person	Telephone	Date Work was Performed

The undersigned as Responder, hereby declares that this bid is made in good faith, without fraud or collusion with any person or persons bidding on the same contract.

We the undersigned will furnish all labor, equipment, supplies, services required to fulfill the requirements list in the Scope of Work section for Mitel VOIP services and support.

The bid price indicated below is for the entire scope of work and is for a three (3) year contract period with the option to extend for two (2) additional years on an annual basis with the City's approval. This Contract will be paid out annually.

AUTHORIZED SIGNATURE OF RESPONDER

The undersigned agrees that if the bid is accepted by the City of Ann Arbor, within sixty (60) days of the bid opening, a binding agreement will be in effect for delivery of goods in accordance with the bid.

Signatures:

Authorized Signature

Date

Printed Name

Phone Number

Title

EXHIBIT B - FAIR EMPLOYMENT PRACTICE

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

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

(1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.

(2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

(3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.

(4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:

(a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;

(b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;

(c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.

(5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.

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

(a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;

(b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;

(c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;

(d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

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

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

**EXHIBIT C - LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE**

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

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

_____ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.

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

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

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as \$11.83/hour when health care is provided, or no less than \$13.19/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2011.

b) Please check the boxes below which apply to your workforce:

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes_____ No_____

OR

Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes_____ No_____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

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

Company Name

Address City State Zip

Signature of Authorized Representative

Phone (area code)

Type or Print Name and Title

Email address

Date signed

Questions about this form? Please contact:
Procurement Office City of Ann Arbor
Phone: 734/794-6576 Fax:734/994-1795

EXHIBIT D
INSTRUCTIONS FOR CONTRACTORS - For Completing CONTRACT COMPLIANCE FORM

City Policy

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

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

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
Form #1 should contain the employment data for the **entire corporation.**
Form #2 should contain the employment data for those employees: who will be working on-site; in the office responsible for completing the contract; or, in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:

Procurement Office of the City of Ann Arbor
734/794-6576

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

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

Form #1

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

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

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

Form #2

Name of Company/Organization _____ Date Form Completed _____

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

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

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

EXHIBIT E - Specimen CONTRACT

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

AGREEMENT BETWEEN

**AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES**

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

a(n) _____

(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____

("Consultant"), agree as follows:

The Consultant agrees to provide professional 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.

Project means _____.
Project name; RFP No.

II. DURATION

This Agreement shall become effective on _____, 20____, and shall remain in effect until satisfactory completion of the Services unless terminated as provided for in this Agreement.

III. SERVICES

A. The Consultant agrees to provide professional _____
(type of service)
services ("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 professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Consultant 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 Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made quarterly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Consultant, and approved by the Contract Administrator.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be on the basis of reasonable time spent and reasonable quantities of materials used, according to the schedule of rates in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, 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 acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - 1. Professional Liability Insurance protecting the Consultant 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. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:
 - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
 - \$2,000,000 Per Job General Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - 4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each

occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

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 V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. In the case of all contracts involving on-site work, the Consultant shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverage expire by their terms during the term of this contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Consultant 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.
- E. To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Consultant 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, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Consultant or its employees and agents occurring in the performance of this Agreement.

VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner, which provides equal employment opportunity, and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code.
- B. Living Wage. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) and specified

in Exhibit D; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit D.

VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant 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 Consultant 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.

VIII. TERMINATION OF AGREEMENT

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 City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Consultant, the Consultant shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Consultant 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, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. NOTICE

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

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant 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.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant 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.

XV. 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.

XVI. EXTENT OF AGREEMENT

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

FOR CONSULTANT

By _____
[Type Name]
Its

FOR THE CITY OF ANN ARBOR

By _____
Steve Powers, City Administrator

Approved as to substance

Tom Crawford, CFO / Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney