

April 9, 2010

RE: Request for Proposal for GIS Consulting Services, File #10-027

Dear Prospective Vendor:

The City of Southfield, Michigan has issued this request for proposal to identify companies qualified to provide GIS Consulting Services.

Enclose three (3) copies of your response in a sealed envelope labeled with your company name and the statement "Request for Proposal for GIS Consulting Services". This package must be delivered by **May 3, 2010 at 10:30 am local time** to the attention of the Purchasing Agent, c/o the City Clerk's Office, City of Southfield, P. O. Box 2055, 26000 Evergreen Road, Southfield, MI 48037-2055.

I can be reached at 248.796.5252 if you have any questions. We look forward to receiving your proposal.

Sincerely,

Rae L. Townsel

Rae L. Townsel, CPPB
Purchasing Agent

SUPPLEMENTAL INSTRUCTIONS TO ALL PROPOSERS

1. **PROPOSAL DEADLINE:** In order for a proposal to receive consideration, it must be received prior to the specified time of opening as indicated on the proposal form. No proposals will be accepted after the time specified for proposal opening. The City reserves the right to postpone the proposal opening for its own convenience. Proposers should use the proposal documents furnished; failure to do so will be considered as an alternate offer and may be cause for rejection. Proposals are considered received when in possession of the City Clerk's office. It is the proposer's responsibility to ensure that proposals are received in the proper location.
2. **WITHDRAWAL:** No proposal will be withdrawn for 60 days from its opening date. Proposers may reduce this period if he states so in his proposal; however, he runs the risk of being declared non-responsive to the specifications.
3. **RIGHT TO REJECT:** The City reserves the right to waive any irregularity in any proposal, to split awards by items or lots (unless otherwise stipulated either in the specifications or by the proposer) or to award to other than the low proposer, should any of the foregoing be deemed in its best interests.
4. **MORE THAN ONE OFFER:** If a proposer has more than one product meeting the specifications, he is privileged to offer additional proposals subject to the same terms and conditions of original proposal form. Brand names are used to describe quality rather than preference except when "no substitute" is indicated.
5. **TO COMPLY:** For failure to deliver or perform in accord with the accepted proposal, the City may consider the contractor in default and take steps to protect the City's interest. The City may, without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.
6. **PATENTS:** Contractors will protect and indemnify against expense of any nature, will bear cost of any suits which may arise and will pay all damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.
7. **ERRORS OR OMISSIONS:** Proposers are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be called to our attention not less than two working days before the proposals are due.
8. **LOWEST RESPONSIBLE PROPOSER IS ONE WHO:**
 - a. Submits no restrictions or qualifications beyond those permitted in the proposal request.
 - b. Have the skill, quality and ability to conscientiously, faithfully and promptly fulfill the contract to its letter and spirit.
 - c. Have integrity, judgment, reputation and experience.
 - d. Has sound financial resources as well as the ability to furnish any and all bonding and insurance documents required.
 - e. Is able to comply with all terms and conditions stipulated in the proposal requests.
 - f. Can show the intent and ability to cooperate efficiently and effectively with all Government departments involved in the contractual purchase or service.
 - g. Has the knowledge of applicable existing laws and ordinances of the City of Southfield necessary to provide smooth and efficient relations.
 - h. Has unquestionable ability to provide maintenance and service on the contractual items purchased.
9. **NON-COLLUSION CLAUSE:** By signing and submitting this proposal, proposer states that his proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price.
10. **NON-DISCRIMINATION CLAUSE:** By signing and submitting this proposal for consideration of an award by the City of Southfield, the contractor and any subcontractor covenants 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 race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.
11. The City of Southfield, Michigan officially distributes bid documents from the Purchasing Department or through the **Michigan Intergovernmental Trade Network (MITN) at www.mitn.info**. The City of Southfield cannot guarantee the accuracy and is not responsible for any errors contained in any information received from alternate sources.

City of Southfield Request for Proposal for GIS Consulting Services

1. Purpose:

- 1.1. The City of Southfield, Oakland County, Michigan is soliciting proposals from qualified and interested firms to provide all services, supervision, labor and equipment necessary to provide the City with GIS Consulting Services in accordance with the attached specifications. The successful company will be required to enter into a contract with and provide insurance to the City of Southfield. Copies of these requirements have been included for your review.
- 1.2. The qualified company will enter into a one year service contract with the City of Southfield with two one year extensions at negotiated prices.

2. Background Information – City

- 2.1. City of Southfield, Michigan is soliciting Request for Proposals from qualified firms for professional services for ongoing GIS Consulting as detailed below for over the next three years beginning in July fiscal year 2010. The City of Southfield is located in Oakland County and currently has around +/- 19,000 real estate parcels contained in roughly 36 square miles. The City of Southfield GIS Division uses ESRI software to manage and deploy an enterprise geodatabase and custom GIS applications across City Departments. Currently the City uses ArcSDE, ArcGIS Server, ArcInfo, ArcView, and ArcEngine all versioned at 9.2. The City uses Oracle 10g as the RDBMS that houses the geodatabase. Currently, the City has an Intranet ArcGIS Server web application.

3. Background Information – GIS Environment

- 3.1. The City's GIS is currently running on ESRI 9.2 platform. We have compiled a list of existing software and hardware that makes up the City of Southfield's GIS.

3.1.1. Southfield GIS - Main Computers

- 3 Servers
- On-Site Developer Computer
- Test Computer
- 2 Tablets for data acquisition

3.1.2. Other Hardware

- Oce TDS 450 – large format scanner/copier
- HP Design Jet 1550CM – large format printer
- HP Business Inkjet 2800 – normal printer
- 2 Leica GS50+ GPS units – survey quality GPS terminals and receivers
- HP Scanjet 5470C - desktop scanner

3.1.3. Southfield GIS - Commercial Software

- Windows Server 2003, 32-bit (cosgis1, cosgis2, cosgis3)
- Bentley Microstation v.7
- ArcGIS Desktop 9.2: ArcMap, ArcCatalog, Python 2.4, Crystal Reports XI (*Not Installed*)

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- ArcView concurrent licenses (10)
- ArcView Single Use licenses (28)
- ArcEngine Runtime licenses (8)
- ArcInfo Concurrent license (1)
- ArcGIS Engine Developer Kit (GBADEV)
- ArcGIS Server 9.2 for Microsoft .NET
 - 1 ArcGIS Server Standard Enterprise license (cosgis3)
 - 1 Enterprise ArcSDE license (cosgis1)
- ESRI ArcGIS Server 9.2 Application Developer Framework (GBADEV & cosgis3)
- 1 ESRI Developer Network (EDN) subscription (GBADEV)
- ESRI License Manager (cosgis1)
- ESRI MapObjects 2.2 Developer Kit (GISDEV)
- ESRI MapObjects 2.2 Runtime licenses (50)
- Oracle 10gR2 Database
 - 1 Standard Edition perpetual license (cosgis1)
- Oracle 10g Client
- Oracle 9i Personal (25 licenses)
- Visual Basic 6 (GISDEV)
- Visual Studio 2003 C# (GISDEV)
- Visual Studio 2005 (GBADEV) – 1 Standard Edition license
- InfoGeographics GeoConnector
- GBA Master Series asset management software
- .NET Framework 1.1 & .NET Framework 2.0
- Leica GPS System 500 software – GPS DataPro
- RoadSoft – roadway management system
- IIS (cosgis3)

3.1.4. **Southfield GIS - Custom Applications**

- GIS Dashboard
- Advanced GIS – (currently upgrading code to .net framework to work with ARCGIS 10)
- Intranet GIS
- Code Enforcement
- DMS – VS2003 with lead tools Oracle Database
- Sewer Backup
- Sign Management Home Improvement Loan
- Tree Inventory Collection
- Dispatch GIS
- Southfield Cemetery App*

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4. Company Qualifications

- 4.1. The City of Southfield has built an outstanding reputation in delivery of first-class services to the community. To facilitate its continual pursuit of excellence, the City will accept nothing less than proposals offering an excellent GIS-based solution from a Consultant with the experience, proven track record, installed customer base, outstanding reputation, commitment to the industry, and financial stability to ensure ability to perform to the City's satisfaction.
- 4.2. The City believes that experience is an extremely important Consultant qualification regarding ability to provide services that result in consistent viability of our current enterprise system. The City is not interested in, nor will it consider, accepting proposals from any Consultant whose rendering of GIS, digital mapping, and related services are not real-world proven to the satisfaction of the City's designated agents acting on its behalf.
- 4.3. Companies must have the following minimum qualifications:
 - Local office located in southeast Michigan
 - ESRI Business Partnership
 - Minimum five (5) years experience under current business name and ownership

5. Responsibilities of Contractor

- 5.1. The Consultant will perform the work under the direction and control of the City of Southfield's GIS Coordinator.
- 5.2. The qualified company will be required to migrate all GIS software to ESRI 10 platform. This includes ArcSDE, ARCServer custom ArcView Desktop Application, and custom ARCEngine Application.
- 5.3. The City is also considering upgrading from an Oracle database to a MS SQL Server. The qualified candidate should fully understand and be able to convert existing Oracle data over to the Sql platform.
- 5.4. Support
 - 5.4.1. ArcSDE Professional Services: The qualified company will be required to assist with all geodatabase support with ArcSDE, SQL Server and Oracle. These services will include, but are not limited to, database administration, troubleshooting, development, and design.
 - 5.4.2. ArcGIS Server Professional Services: The qualified company will be required to assist the City with all existing applications as well as with the development of new applications. This is including but is not limited to administration, design, development, and implementation. The qualified company will need to have proven experience with and extensive knowledge of ArcGIS Server, Arc Objects, .NET framework, ASP.NET, C#, Microsoft Silverlight, and Adobe Flex. The qualified company should submit examples of such applications using this technology that they have developed and maintained successfully with clients.

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- 5.4.3. Application Development Professional Service: The qualified company will need to have proven experience with developing applications with ArcObjects, ArcGIS Engine and ArcGIS Server API. Application development will be required with ArcGIS Desktop and ArcGIS Server.
- 5.4.4. Transfer of Knowledge: Training and Documentation: The qualified company will be required to transfer knowledge as needed, provide training to staff when requested, and be able to create useful documentation when needed.
- 5.4.5. Full Time Employee: The successful company will be required to provide an acceptable on-site, full time GIS Analyst to be assigned to the City. This person would be responsible to update and maintain Southfield's Enterprise GIS and requires technical knowledge with various forms of data, understanding of geometric networks, a comprehensive understanding of the integration of GBA Master Series with Arc SDE, and a thorough comprehension of ArcSDE Geodatabases feature classes. The City of Southfield reserves the right to determine the candidates' acceptability.

6. Responsibilities of the City

- 6.1. The GIS Coordinator will meet on at least a monthly basis with the consultant's project manager for the purpose of reviewing progress and providing necessary guidance to the consultant in solving concerns which may arise.

7. Response Format: Proposals should be prepared simply and economically, providing a concise description of the consultant's ability to meet the requirements of the RFP. Responses should be no longer than thirty (30) pages. Please submit three (3) copies (one original and two duplicates) of your response. The information must be labeled and submitted in the exact order as listed below.

- 7.1. *Section 1: Cover Letter:* Provide the company name, address, phone and fax numbers, and e-mail addresses. Identify the names and phone numbers of personnel in your organization authorized to discuss the RFP and proposed contract with the City.
- 7.2. *Section 2: Statement of the Opportunity:* State in precise terms your understanding of the opportunity presented by this RFP and define the successful outcome. In addition, discuss any new strategies the City could pursue or particular strengths your company would bring to this project.
- 7.3. *Section 3: Company Profile:* Please provide a brief history and description of the firm. List the types of services your company offers; office facilities and any specialized equipment, etc.
- 7.4. *Section 4: Project Team Description and Resumes:* The Consultant must be able to staff a project team which clearly possesses talent and experience with system

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development, system migration and system implementation. Include the number of executive and professional personnel by skill and qualifications that will be employed in the work. Indicate which of these individuals you consider key to the continued success of the City's enterprise GIS. Identify key individuals by name and title and include resumes for proposed executive and professional project personnel.

7.5. *Section 5: Customer Summary:* Please prepare a non-filtered list of each and every customer/user site, and provide a description of services rendered as requested. This list should include customers of the Consultant as well as previous customers of the proposed project team. Completion of this list will provide a visual reference/composite profile of your customer base. In addition to this composite profile, the City is particularly interested in the specific detail regarding a Consultant's and/or the proposed project team members' most recent installations and customer satisfaction. The City believes that the most persuasive form of advertising for a potential solution is the satisfied users who endorse a provider of GIS and digital mapping services that has met or exceeded their requirements and expectations. Thus, the City will place considerably greater emphasis on feedback obtained from user sites and reference-checking and considerably less emphasis on promotional material, literature, and input obtained from salespersons.

7.6. *Section 6: Financial Capacity:* The City desires to enter into a contract with companies whose financial condition is such that it can be assured of system support and an ongoing, mutually beneficial relationship for the contract period. In order to assure the City that your organization is a viable business entity with the financial stability to perform, please include copies of your company's two (2) most recent audited financial statement (preferably 2008 and 2009).

7.7. *Section 7: Site Synopsis:* Please provide a summary (in chronological order) of either:

7.7.1. Each and every GIS based solution or delivery of GIS-related services with the three years prior to the date of the Request, or;

7.7.2. A summary of the ten most recent customers to which your agency and/or the project team members have provided related services and/or guidance, whichever is fewer.

7.8. *Section 8: Additional Information:* You are invited to include a maximum of two pages of information, not specifically requested elsewhere in the document, above, if you feel it may be useful and applicable to the work requested.

7.9. *Section 9: Fees:* Indicate the hourly rates for each team member by specialty. These specialties must include: programmer/developer; analyst; Oracle DBA; SQL DBA; project manager; and full time on-site analyst as well as any other recommended specialists.

8. Evaluation Criteria: All submissions will be evaluated using the same predetermined criteria and weighting Responses will then be ranked by total cumulative points and only the top Consultants will be requested to participate in the final selection process which will include an oral presentation by the Consultant.

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Criteria	Weight
Experience of the firm and personnel assigned with similar projects	30
Demonstrated ability based on references	30
Approach and understanding of services requested	20
Financial capacity	10
Fees	10

GIS Consulting Services Contract

This Contract entered into as of this ____ day of _____, 2010, by and between the CITY OF SOUTHFIELD, a municipal corporation, (herein called the "City") and _____, a Michigan corporation, located at _____, (herein called the "Contractor").

WITNESSETH:

Whereas, the City desires to engage the Contractor to perform certain services (herein called the "Services") as are more particularly described in Exhibit A, attached hereto and made a part hereof, in connection with the performance of within various City facilities;

Whereas, the Contractor represents that it is able to provide qualified personnel and all necessary equipment to perform the Services in a manner which is responsive to the City's needs in all respects and which conforms to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public. The parties hereto agree as follows:

1. SCOPE OF WORK

1.01 The Contractor shall carry out and perform the Services as more particularly set forth in Exhibit A in a timely and proper manner. The Parties shall be governed by and the Services shall be performed in accordance with the terms and conditions contained in this Contract and Exhibit A.

1.02 The Contractor shall furnish the City every reasonable opportunity as requested by the City to inspect the work in order to ascertain whether the Services as Performed and the materials used in connection therewith are in accordance with the Contract.

2. CONTRACT TERM

2.01 This Contract shall be effective for a one (1) year period. The City shall have the option to extend the term of this Contract, on the same terms, conditions, and rates contained herein, for a one (1) year period.

2.02 Upon the mutual agreement of the parties this Contract may be extended annually for up to two (2) additional one (1) year periods on the same terms and conditions contained herein with the exception of price. The rates to be charged for the performance of the Services upon any extension pursuant to this Section 2.02 shall be as mutually agreed upon by the Parties and approved by the Southfield City Council.

3. PERMITS/DATA TO BE FURNISHED CONTRACTOR

3.01 The Contractor shall secure at its own expense prior to commencing the Services all necessary permits required by the City or other public authorities in connection with the performance of the Services.

3.02 One copy of all information, diagrams, and maps as are existing and deemed necessary by the City for the carrying out of the Services shall be furnished to the Contractor upon the Contractor's request therefor. The City makes no warranty with respect to the accuracy of same.

4. PERSONNEL AND ADMINISTRATION

4.01 The Contractor shall provide the necessary labor to perform the Services. The Contractor shall engage only competent, efficient employees to perform the Services and shall not use any person unfit or without sufficient skill to perform the work assigned to him/her hereunder. The Contractor agrees that it is fully responsible to the City and other third parties for the acts and omissions of its employees and any subcontractor engaged by the Contractor. Nothing contained in this Contract shall create any contractual relationship between the City and any such subcontractor.

4.02 For Purposes of this Contract, the relationship of the Contractor to the City is and shall continue to be that of an independent contractor. No liability or benefits, such as worker's compensation or pension rights or liabilities, arising out of a contract for hire or employer/employee relationship, shall arise or accrue to or against the City as a result of the performance of this Contract.

The Contractor shall not hold the City liable for any personal injury incurred by its employee(s) or any subcontractor or Personnel while working pursuant to this Contract.

4.03 The Contractor shall require its employees and any subcontractors to comply with all City regulations and policies when on the City's premises. The Contractor agrees that its employees and subcontractors will at all times comply with all security regulations in effect at the City's premises.

5. EQUIPMENT AND MATERIALS

5.01 Unless otherwise stipulated in this Contract, the Contractor shall furnish all tools, equipment, supplies, work accessories, supervision and transportation necessary for the complete and proper performance of the Services. The Contractor shall provide and perform all necessary labor in a substantial and workmanlike manner and in strict accordance with the provisions of the Contract.

5.02 Unless otherwise stipulated, all materials, supplies, and equipment shall be of good quality and as specified in the Contract, as determined by the City. The Contractor shall, if required by

the City, furnish satisfactory evidence as to the kind and quality of all equipment, materials, and supplies to be utilized hereunder.

5.03 All tools, equipment, and devices owned and used by the Contractor in the Performance of the Services shall remain the property of the Contractor. The City shall not be liable for and the Contractor shall hold the City harmless from any loss, theft, or damage to such tools, equipment, and materials.

6. WORK PERFORMANCE

6.01 The Contractor shall guarantee and re-execute at its sole expense any work that is faulty or defective, fails to conform to the Contract or fails to conform to such inspections, tests, or approvals conducted by the City, as determined by the City.

6.02 Work done outside the scope of the Services hereunder, unless it has been expressly authorized by the City, and any extra work done without written authority from the City, will be considered unauthorized and done at the sole expense of the Contractor and no payment will be made for it by the City nor shall the City be liable to the Contractor therefor.

6.03 The Contractor shall be responsible for initiating, maintaining, and assuring all appropriate safety precautions and programs in connection with the performance of the Services. The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- (i) All employees performing the Services and any other third persons who may be affected thereby;
- (ii) All the work and all materials or equipment incorporated therein; and
- (iii) Other property at the site of the work or adjacent thereto.

The Contractor shall make good any damage, injury or loss to any third party or the City resulting from the Contractor's performance hereunder or resulting from the lack of reasonable protective precautions by the Contractor and shall indemnify and hold the City harmless with respect thereto.

7. COMPENSATION

7.01 Upon the proper performance of the Services by the Contractor and upon receipt of an accurate invoice, the City agrees to pay the Contractor at the rates set forth within Exhibit A.

7.02 Payment for the proper performance of the Services shall be contingent upon submission by the Contractor of an invoice for payment, and waivers of lien for labor and materials. Such invoice shall certify the total cost of the services performed during that particular billing period and shall itemize: (a) the work performed, including the designation of the specific area wherein such work was performed; (b) the dates, time of day, hours worked, the services performed; and (c) the specific applicable rates for payment.

7.03 The City reserves the right to audit the Contractor's books and records as they may apply to this Contract. The Contractor agrees to retain payroll and time records of all employees throughout the term of this Contract and to make them readily available to the City upon the request therefore. The City may delay payment to the Contractor pending the results of any such audit, without penalty or interest.

7.04 The contractor shall invoice the City for all work performed during the previous month no later than the 15th day of the following month (i.e. all July invoices shall be submitted by August 15th). Payment will be made within thirty (30) days of receipt of the invoice.

8. INDEMNITY

8.01 The Contractor agrees to release and hold harmless the City of Southfield, their agents and employees, against and from any and all liabilities, obligations, claims, costs, and expenses (including without limitation fees and expenses of attorneys and court costs) which may be imposed upon, incurred by or asserted against the City of Southfield, its agents or employees, including but not limited to;

- (a) Any negligent or tortuous act of the Contractor, or any of its personnel, employees, or subcontractors;
- (b) Any loss or damage to materials, equipment, or other property (including without limitation. Property of the City) or injury or death to person, that may be occasioned by, either directly or indirectly, the performance of the Services hereunder by the Contractor.
- (c) Any claim for any infringement upon any patent, copyright, trade secret, or trademark resulting from the performance of the Services. Or;
- (d) Any failure by the Contractor or any of its personnel, employees, consultants, or subcontractors to perform its obligations either express or implied under this contract.

8.02 In the event that any action or proceeding shall be brought against the City of Southfield, its agents or employees, by reason of any claim covered hereunder, the Contractor will, at its sole cost and expense, resist or defend the same.

9. INSURANCE

9.01 The Contractor shall procure and maintain at its expense during the term of this Contract, or any extension thereof, the public liability, workers compensation, and automobile liability insurance, which comports in all respects with the insurance Requirements as set forth in Exhibit A.

10. TERMINATION

10.01 The City may terminate this Contract for cause on twenty four (24) hour notice. Any breach of the covenants and terms contained in this Contract may constitute grounds for termination for cause. The Contractor shall remain liable to the City for any damages sustained by the City by virtue of the Contractors breach or any reasonable costs the City incurs enforcing or attempting to enforce this Contract. The City may withhold any payment(s) to the Contractor for purposes of set-off until such time as the exact amount of damages due the City from the Contractor has been determined by law or equity. It is expressly understood that the Contractor will remain liable for any damages the City may sustain in excess of any set-off.

The Contractor shall comply with the terms of the City of Southfield Living Wage Ordinance, Chapter 14, of Title I, of the City of Southfield City Code. Failure to comply with or violation of the terms of the Living Wage Ordinance shall constitute a material breach of this Contract resulting in termination of the Contract by the City. By execution of this Contract, the Contractor certifies that it is in compliance with all terms and conditions of the Living Wage Ordinance.

10.02 The City may terminate this Contract without cause for any reason at any time by giving written notice to the Contractor of such termination specifying the effective date thereof, at least thirty days prior to the effective date of such termination. If the Contract is so terminated, the City will pay the Contractor only for the services rendered prior to termination, which payment shall constitute full and complete payment and satisfaction under the Contract.

11. ASSIGNMENT/SUBCONTRACTING 11.01 The Contractor shall not assign nor encumber directly or indirectly any interest whatsoever in this Contract and shall not transfer any interest in same without the prior written approval of the City thereto.

11.02 None of the services hereunder shall be subcontracted without the prior written approval of the City. Such approval shall not constitute a basis for privity between the City and any subcontractor. The Contractor agrees to indemnify the City from and against any such claims initiated pursuant to any subcontract the Contractor enters into in the performance of this Contract.

12. COMPLIANCE WITH LAWS

12.01 In the performance of this Contract, the Contractor shall comply with all applicable laws, regulations, ordinances, and codes whether or not such laws, regulations, ordinances and codes are specifically mentioned herein, and the Contractor shall save the City harmless with respect to any claim or liability arising from any violation of the same by the Contractor.

13. FAIR EMPLOYMENT PRACTICES

13.01 In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, the Contractor agrees that it will not discriminate against any person, employee, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap, that is unrelated to the individual's ability to perform the duties of a particular job or position.

14. MISCELLANEOUS

14.01 No failure by the City to insist upon the strict performance of any covenant, term or condition of this Contractor to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Contract. but each and every covenant, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Contract shall be governed by the laws of the State of Michigan.

14.02 If any provision of this Contract, or the application thereof to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

14.03 Unless the context expressly requires otherwise, the words "herein", "hereof" and "hereunder" and other words of similar import, refer to this Contract as a whole and not to any particular article or section.

14.04 The headings of the Sections in this Contract are for convenience only and shall not be used to construe, interpret, or limit the scope or the intent of this Contract or in any way affect the same.

14.05 It is understood and agreed that during the term of this Contract the City may contract with other firms providing the same or similar services as are the subject of this Contract and the Contractor's obligations contained herein shall not be affected in any manner thereby.

IN WITNESS WHEREOF the City and the Contractor, by and through the duly authorized officers and representatives, have executed this Contract as of the date first above written.

ATTEST:

COMPANY NAME

BY _____
ITS: _____

CITY OF SOUTHFIELD

ITS: Mayor

ITS: City Clerk

BY _____

BY _____

DRAFT