



REQUEST FOR PROPOSAL

RFP-752

WIRELESS NETWORK SYSTEM AND RELATED IMPLEMENTATION SERVICES

DUE: Wednesday, November 18, 2009, 2:00pm EST

**CITY OF ANN ARBOR
100 North Fifth Ave.
Ann Arbor, MI 48104**

<http://www.a2gov.org>

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1. INTRODUCTION

1.1 REQUEST FOR PROPOSAL

The City of Ann Arbor is seeking proposals from network engineering companies for a wireless network system and related implementation services to replace or augment the current hardware and software solutions that are in place at the City's Waste Water Treatment Plant (WWTP). The Wireless Network System is intended to be a solution that leverages the City's current technology investments in wireless networking, if possible, while providing the City with a platform that can be extended to support the needs of the plant beyond the current construction projects that are making this investment necessary. This system will replace or will be used with the City's currently installed Proxim Networking Solution.

1.2 BACKGROUND INFORMATION

The City of Ann Arbor is located in southeastern Michigan and has a population of about 114,000. The City is organized into five service areas, one of which is the Public Services Area, which includes Customer Service, Fleet and Facilities, Field Operations, Systems Planning, Project Management, Water Treatment and Waste Water Treatment.

More detailed information on the City of Ann Arbor can be found by visiting the Ann Arbor Website: www.a2gov.org.

The Facilities Master Plan was completed in 2004 and identified the need for improvements to the WWTP. The improvements include rehabilitating existing structures and replacing aging facilities with new facilities.

The needed renovations will allow the City to meet future wastewater flow and loading demands as well as regulatory requirements. The current WWTP has a design capacity of 29.5 million gallons per day (MGD), and consists of an older West Plant (constructed in the 1930's) and a newer East Plant (constructed in the late 1970's).

The Facilities Renovations Project will develop detailed designs for improvements to the existing East Plant as well as demolition and reconstruction of the West Plant. Reconstruction of facility structures, such as the Administration and Maintenance Buildings, necessitated by the demolition of the West Plant facilities, will also be included in this project.

The City of Ann Arbor retained the engineering firm Malcolm Pirnie, Inc. to provide engineering design services for this Facilities Renovations Project. The design phase is expected to continue through December 2009.

The Facilities Renovations Project will be constructed in two phases. The first phase, Facilities Renovations Storage Building Demolition and Improvements Project, is a small demolition project that prepares the facility for major construction. This phase will be complete in October 2009. The more substantial second phase, Facilities Renovations Project Phase 2, includes considerable facilities replacement consisting of complete demolition and replacement of the old West Plant and improvements to the newer East Plant.

It is this second phase that is driving the need for a more substantial point-to-point wireless network. The second phase is a more substantial project that includes considerable facilities replacement. Design documents are currently 70 percent complete. Final documents are scheduled for completion in December 2009 and bid advertisement is scheduled to start January 2010. Construction for this project is expected to last approximately 5 years

1.3 ABOUT CITY OF ANN ARBOR WASTE WATER TREATMENT

The Wastewater Treatment Service Unit is responsible for the effective collection, treatment and environmentally acceptable discharge of the wastewater generated by the Ann Arbor community as well as portions of Ann Arbor, Pittsfield, and Scio townships. The Wastewater Treatment Service Unit is responsible for the operation and maintenance of the City's Waste Water Treatment Plant and eight sewage lift stations located around the City. Personnel are in attendance at all times as the plant runs on a continuous 24 hours a day, 7 days a week schedule.



The City of Ann Arbor's WWTP is located at 49 Old Dixboro Road, Ann Arbor MI 48105-9405.

1.4 ABOUT CITY OF ANN ARBOR INFORMATION TECHNOLOGY

The Information Technology Service Unit at the City of Ann Arbor has leadership roles in setting the future direction for information technology so the City of Ann Arbor can achieve its strategic priorities, coaching service areas on business process improvements, delivering a clear business value and providing enterprise-level project management expertise, ensuring successful initiatives across the organization.

The mission of the City of Ann Arbor's Information Technology Service Unit is to provide business value, through collaboration with our business partners, by leveraging the right technology and processes to enable timely, cost effective, high quality delivery of City services and it is our vision to be recognized as the preferred provider of Information Technology services for the City of Ann Arbor because of our innovation, customer focus and effectiveness.

In 2006, the City commissioned an Information Technology Strategic Plan and during the last four years, the IT organization has been focused on accomplishing those goals. By the close of FY2009, the IT organization had successfully accomplished all of the goals and objectives that the plan described. During this four-year journey, the City's website earned an "A" rating by National Policy Research Council/Computerworld Magazine e-Government Report Card in 2007 and in 2008, the IT

Department and City were recognized as a "Digital Cities Survey Winner" by the Center for Digital Government.

The City of Ann Arbor's Information Technology Service Unit's success is largely due to the development of a high-performance culture based on the practice of three core competencies:

- *Delivering Extraordinary Customer Service:* Putting people at ease and turning adverse situations into opportunities that build lasting relationships with our customers.
- *Implementing Business Process, Infrastructure and Services Optimization:* Becoming a catalyst for the organization by identifying business process improvement opportunities, consistently meeting IT service levels while minimizing infrastructure costs and mitigating risks, and by adopting industry best practices around hardware and software optimization.
- *Selective Sourcing:* Focusing on IT as portfolio of activities, some of which should be outsourced and others of which should be performed by internal staff, becoming expert in identifying opportunities for sourcing and effectively managing vendor relationships.

It's through the practice of these core competencies that we achieve our mission and strive toward our vision on daily basis.

1.5 SUMMARY OF EXISTING WASTE WATER PLANT WIRELESS NETWORK

The WWTP's current wireless network consists of:

- (1) Proxim Tsunami MP.11 5054-R Base Station located in the **Retention Building**
- (2) Proxim Tsunami MP.11 5054-R Subscriber Units located in the **Thickener and Sludge Buildings**.

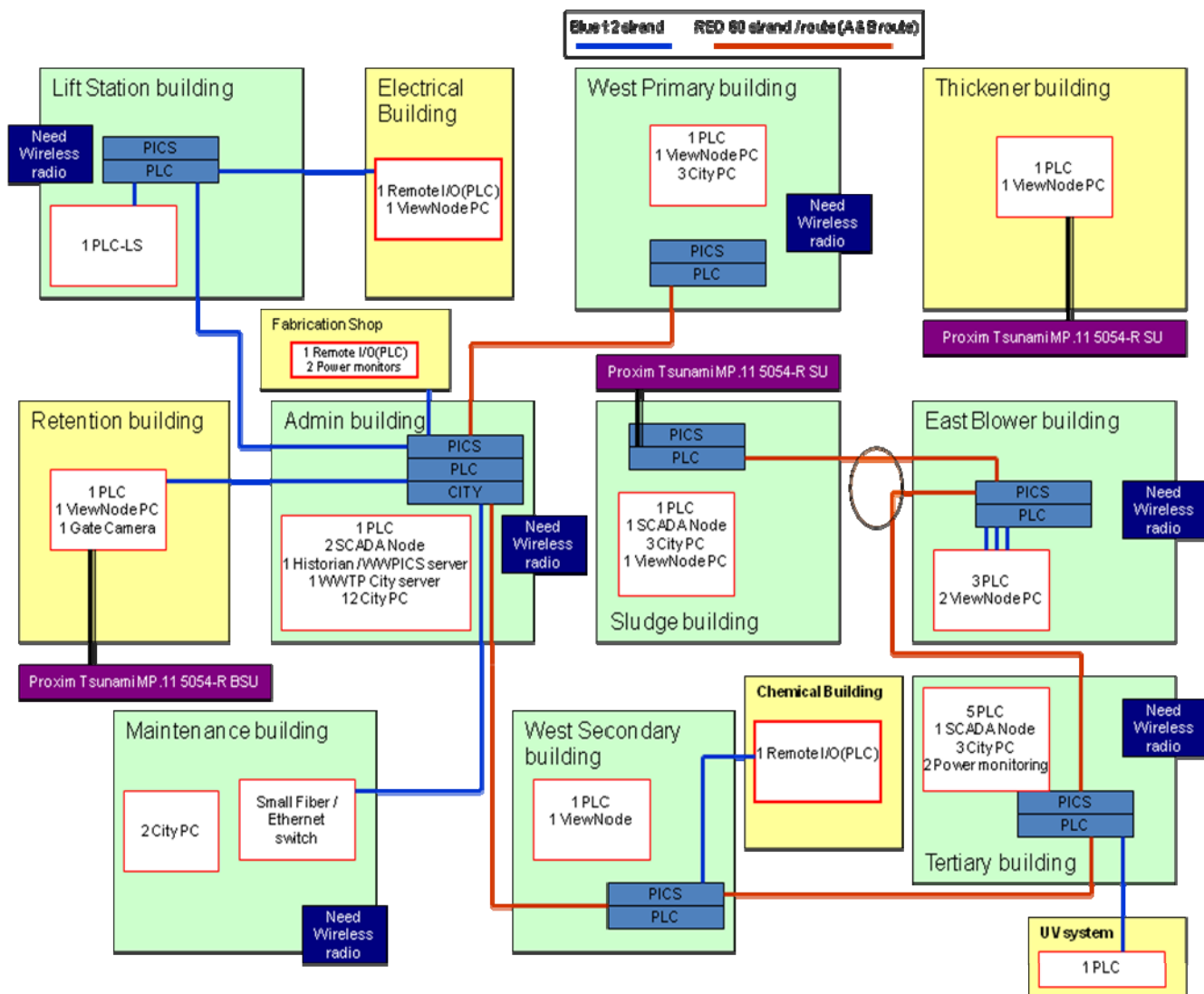
The radios all operate at 5.8GHz with a speed of 36Mbps and are point-to-point.

All network traffic is broadcast using "Transparent Mode".

There are 4 VLAN's configured for data and one VLAN for VOIP.

All buildings use Extreme Network switches and have the ability to provide POE to end devices.

On the next page is a diagram of the current network layout of the plant including the outside fiber plant and wireless equipment.



1.6 CAPABILITIES AND FEATURES DESIRED BY SELECTED SOLUTION

The City's primary goal is to provide network continuity to the WWTP during the second phase of construction by connecting the various plant buildings together via wireless technology.

The City would also like to provide the WWTP with an outside mesh network to be used to enhance the performance of the WWTP operations and maintenance staff. The outside mesh network would be an extension of the City's network to an end user and would be used exclusively by City employees and contractors.

The City would also like to use this wireless networking infrastructure to provide connectivity to the WWTP's Supervisory Control And Data Acquisition (SCADA) network via the City licensed 4.9 GHz spectrum.

The City expects that the recommended solution would have an administration and monitoring toolset available.

The City expects that the proposal includes network planning, access point configuration and installation and three-years of maintenance costs.

1.7 TECHNOLOGY STANDARDS



1.8 CONTACT PERSON

Any questions concerning this RFP must be submitted in writing by mail, e-mail or fax on or before October 30, 2009, to:

David Harris Sr. Infrastructure Specialist
City of Ann Arbor Information Technology Services Unit
100 N. Fifth Ave
Ann Arbor, MI 48104
Office: (734) 794-6500 X-45524 FAX: (734) 994-3031
E-Mail: DHarris@A2gov.org

1.9 PROPOSAL SUBMITTALS

Respondents must submit (1) electronic copy and (6) paper copies of all materials required for acceptance of their proposal by 2:00 p.m. on November 13, 2009, to:

CITY OF ANN ARBOR PROCUREMENT UNIT, ATTN: DEE LUMPKIN
5TH FLOOR-LARCOM CITY HALL
100 NORTH FIFTH AVE
ANN ARBOR, MI 48104

The Cost proposal must be submitted in SEPARATE SEALED ENVELOPES.

Proposals must be received by the above office by the specified time stated above. All Proposals must be time-stamped in by the City Procurement Unit by the stated time. All proposals become the property of the City of Ann Arbor once received, whether awarded or rejected. Late proposals will not be considered. Proposals not stamped will not be accepted.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title, **Wireless Network System and Related Implementation Services**
- Request for proposal number, **RFP-752**
- Proposal due date, **November 18, 2009 @ 2:00 p.m. EST**

The responses to this RFP will be evaluated by a committee of representatives from Information Technology and the Waste Water Plant.

1.10 TENTATIVE TIMELINE

Release RFP	October 16
Deadline for Vendor Questions	October 30
Proposals due	November 18
Evaluate proposals and select vendor	November 30
Finalize contract and all parties sign agreement	December 11
Obtain necessary approvals, execute contract, assign project team members and schedule initial implementation activities	January 11

1.11 CONTRACT AWARD

The City intends to award an agreement, which identifies a fixed price. The City will have the option of adding or deleting quantities of services depending on final design or budget constraints.

The Respondent selected to do business with the City of Ann Arbor will be required to execute the standard Agreement with the City (a specimen copy is included with this RFP as Attachment B) and all required supporting documentation (insurance, living wage compliance forms, etc.) before the commencement of work. The City will not entertain requests to revise, amend, or change the language of the standard Agreement except where necessary to incorporate the scope of services and compensation for same as awarded. Proposal submitters must base their proposal on the assumption that, if selected, they will execute the City's standard Agreement.

The Respondent selected to provide the services requested under this RFP will be required to execute the contract and furnish all required supporting documentation within ten business (10) days of the award of the contract.

The City reserves the right to accept any or all alternative bids and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all bids, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Ann Arbor.

1.11.1 Best and Final Offers

After the initial evaluation of proposals, we may have discussions with offerors determined to be reasonably susceptible of being selected for award. Best and Final Offers (BAFO) should be requested when proposals submitted are unclear, have deficiencies, when additional information is needed in order to make a decision, or when all cost proposals are too high.

If one vendor needs to provide additional information about the proposed solution, all offerors must be given an opportunity to provide information about the proposed solution.

All offerors determined to be reasonably susceptible for award must be given a fair opportunity to submit revised proposals. Offerors chosen to submit Best and Final Offers must be provided with the same information and submission requirements. The Procurement Unit must establish a deadline for submission of Best and Final Offers, indicate the areas of the RFP to be addressed, and indicate how the revised proposals will be evaluated.

If an offeror does not submit a Best and Final Offer, its immediate previous offer will be considered as its Best and Final Offer (unless a bid withdrawal has been accepted).

Best and Final Offers must be requested by the Purchasing Unit. Unsolicited Best and Final Offers from vendors cannot be considered.

After receiving Best and Final Offers, the Procurement Unit may conduct additional discussions or change the City's requirements and request submission of another Best and Final Offer.

Best and Final offers can be evaluated as an adjustment to scores already received, or new evaluation criteria can be established, based entirely on the Best and Final Offer submission.

The BAFO request must disclose the evaluation process.

Bidders will NOT be provided any information about other proposals or prices, or where the bidder stands in relation to others at any time during the evaluation process. Any request for such information will be viewed as a compromise to the stated evaluation process and the requesting bidder may be eliminated from further consideration. Successful requests for proposal information by a bidder or an affiliated party before contract award may also result in disqualification.

1.11.2 Award Decision

Award will be made to the responsive and responsible bidder who offers the best value to the City of Ann Arbor. Best Value is determined by the bidder that best meets the award factors described in the bid document.

The City further reserves the right to reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined that the best interest of the City will be served by doing so. In determining an award, qualifications of the bidder, conformity with the specifications of services to be supplied, cost, delivery terms and a vendor's past performance on City contracts will be considered.

The City reserves the right to consider total cost of ownership factors in the final award recommendation (i.e. transition costs, training costs, etc.).

The City reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the City's judgment, the best interest of the City will be so served.

The City reserves the right to award multiple, optional use contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the City that may result from making more than one award.

Thereafter, award recommendation will be made to the Mayor and City Council.

1.12 EVALUATION CRITERIA

1.12.1 Selection Process

During the proposal process, firms must coordinate all communications through David Harris, the City's contact for this procurement. He will schedule and coordinate all evaluation activities, and provide all official correspondence regarding the selection process with participating firms.

Members of the Evaluation Committee will interview reference contacts and participate in all meetings with qualified firms, their business partners and clients. These discussions will be on an individual basis and will be closed to third parties and other proposing firms.

The City, based on the ratings of the Evaluation Committee, will recommend to the City Council that award be made to the firm(s) whose proposal is rated the highest at the end of the evaluation process as described above. The City Council will then authorize the execution of the requisite contract

documents between the City and selected firm(s). All necessary contract documents are prepared by the City Attorney and are tailored specifically for this project.

No contract shall be binding on the City until it has been approved as to form by the City Attorney and executed by the Mayor.

1.12.2 Weighted Evaluation Criteria

Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all respondents do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of the proposals and to select the proposal that most closely meets the requirements specified in this RFP. The Evaluation Committee will review accepted proposals and evaluate the responses using the weighted criteria in the table below to score the proposals.

Criteria	Evaluation Criteria	Weighted Value
Vendor	• Qualifications and Experience • Vendor Viability • Vendor Reputation • Vendor Cultural Fit • Public Sector Experience • Contract Terms & Conditions • Future Plans for Platform	20%
Functionality	• Usability • Flexibility • Fit to Requirements • Integration • Improvements in Efficiency and Effectiveness	30%
Technology	• Integration • Technical Fit to Requirements	15%
Implementation Approach	• Implementation Approach • Project Management Processes • Staff Skills • Project Timeline • Fit to Requirements	20%
Support & Training	• Support of Upgrades • Break Fix Process • Training Processes • User Group • 3rd Party Support	15%

1.13 COST PROPOSAL EVALUATION

The City reserves the right to accept a proposal other than the low cost proposal if the evaluation determines that to be in its best interest of the City. Proposals whose costs do not accurately represent a reasonable cost for the services being purchased may be rejected.

Cost Proposals will be evaluated in relation to the functional and technical completeness. The City will seek to enter into a contract with the Respondent with the highest functional and technical accuracy, most complete, accurate and detailed project plan, and most favorable price. If differences cannot be resolved, the City may open negotiations with the Respondent with the next highest functional and technical completeness. The cost tables that the Evaluation Committee will use to evaluate the cost proposal have been provided in Section 2.4 of this RFP. These tables require respondents to break out proposal costs by:

- Hardware
- Software
- 3rd Party Product Cost
- Software License
- Software Maintenance
- Implementation Services
- Implementation Travel
- Training

1.14 INDEPENDENT COST DETERMINATION

1. By submission of a proposal, the submitter certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a. They have arrived at the costs in the proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such fees with any other proposal submitter or with any competitor.
 - b. Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the submitter and will not knowingly be disclosed by the submitter prior to award directly or indirectly to any other prospective submitter or to any competitor.
 - c. No attempt has been made or shall be made by the proposal submitter to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that he or she is the person in the proposal submitter's organization responsible within that organization for the decision as to the fees being offered in the proposal and has not participated (and will not participate) in any action contrary to 1.a, b, or c above.
3. A proposal will not be considered for award if the sense of the statement required in the Cost Analysis portion of the proposal has been altered so as to delete or modify 1.a, c, or 2 above. If 1.b has been modified or deleted, the proposal will not be considered for award unless the submitter furnishes with the proposal a signed statement which sets forth in detail

the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

1.15 SALES TAXES

Under State Law, the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. No extra payment will be allowed under the Contract for failure of the Contractor to make proper allowance for taxes it must pay.

1.16 COST LIABILITY

The City accepts no financial responsibility for costs incurred by any Respondent in responding to the solicitation. By responding to the solicitation, the responder agrees to not hold the City responsible if parties other than the City obtain material from its submission without their consent.

1.17 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 proposal, 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 proposal to the City by the Respondent exceed \$25,000, City Council approval will be required.

1.18 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 Procurement Unit of Financial Services 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.

1.19 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 excerpt of Chapter 23 of Ann Arbor City Code attached to specimen contract.)

1.20 DISCLOSURES

Each proposal and the subsequent successful contract will become public information in accordance with the laws of the State of Michigan and in particular the Michigan Freedom of Information Act (P.A. 442 of 1976, as amended). This act provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

1.21 CONFLICT OF INTEREST

Respondent certifies it has no financial interest in the products or services to be provided under this agreement other than the compensation specified in the proposal. Respondent 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 the proposal.

1.22 RESERVATION OF RIGHTS

The City of Ann Arbor reserves the right to accept any proposal or alternative proposal in whole or in part, to reject any or all proposals in whole or in part, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed to be in the best interest of the City.

2. PROPOSAL REQUIREMENTS

2.1 RESPONDENT BACKGROUND

To be considered responsive to this solicitation, a prospective Respondent must:

1. Have a minimum of three (3) years experience in providing networking services for organizations similar in size and scope of the City, noting all experience in the public sector. Respondent to provide supporting documentation of its experience, including but not limited to type/nature of projects, client, and date of project.
2. Provide a minimum of five (5) customer references for which the prospective Respondent has provided services similar to the size and scope of the system specified. .

2.2 WARRANTIES BY THE RESPONDENT

The Respondent for purposes of this proposal, and if selected for purposes of provision of services under contract with the City makes the following warranties:

1. The Respondent warrants that all electronically transmitted files will be free from viruses, Trojans, back-doors and all other destructive and non-destructive malicious code before submission to the City of Ann Arbor e-mail system.
2. The Respondent warrants all hardware, software and/or special equipment brought on-site or connected remotely to the City of Ann Arbor network will be guaranteed in writing to be free from viruses, Trojans, back-doors and all other destructive and non-destructive malicious code before connection to the City of Ann Arbor system.
3. The Respondent warrants that the quality of its software and services under this proposal shall conform to the level of professional quality performed by experts regularly rendering this type of service.
4. The Respondent warrants that it has all the skills, experience, qualifications, certifications and professional licenses necessary to perform the services it is to provide for the required implementation/migration services and web hosting services pursuant to the scope of work.
5. The Respondent warrants that it has available sufficiently trained employees to provide the services specified within the projected implementation schedule.
6. The Respondent 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.
7. The Respondent warrants compliance with all Confidentiality Agreements executed between the Respondent and the City.

2.3 PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposal in a sealed package. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City.

Proposals must be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and clearly labeled. The vendor must provide (6) paper copies plus (1) electronic copy of the proposal. Organize the proposal into the following major sections:

<u>Section</u>	<u>Title</u>
1.0	Transmittal Letter
2.0	Executive Summary
3.0	Company Background
4.0	Proposed Solution
5.0	Technical Architecture
6.0	System Security
7.0	Hardware Environment
8.0	Implementation Support and Training
9.0	Project Schedule
10.0	Maintenance Program
11.0	Client References
12.0	Required Appendices

Section 1.0 Transmittal Letter

A qualified individual authorized to represent the vendor must complete the responses to this RFP. The transmittal letter must be signed by a representative of the responding vendor that is legal authorized to bind the company.

Section 2.0 Executive Summary

This part of the response to the RFP must be limited to a brief narrative highlighting the vendor's proposal. The summary must contain as little technical jargon as possible, and must be oriented toward non-technical personnel. The Executive Summary must not include cost quotations.

Section 3.0 Company Background

Vendors must provide the following information about their company so the City can evaluate the vendors' stability and ability to support the commitments set forth in response to the RFP. The City, at its option, may require a vendor to provide additional documentation to support and/or clarify requested information.

- Length of time the company has been in business
- A brief description of the company
- Company size and organization
- Three years of audited financial statements
- The number of years the company has been providing networking solutions
- The core competency of the company
- User Group meetings/conferences, and where they have been held in the past
- The number of employees allocated strictly for research and development

- The number of employees allocated strictly for support
- Number of clients
- Average size of clients (i.e. number of employees)

Include information on all 3rd party alliance partners proposed as part of this contract:

- Company history
- Alliance relationship
- Clients where you have done work together
- Products and services provided and how they interface with your product

Section 4.0 Proposed Solution

In addition to providing an overview of the solution proposed for the City, the respondent shall present, in detail, the key features and capabilities of the proposed solution as they relate to the City.

In addition to the description, provide in succinct narrative form (at least one paragraph per item) answers to the following questions:

Radio Configurations:

Does your product have the ability to run two or more radios?

If so does it have the ability to run multiple point to point backhaul networks and a mesh simultaneously?

What type encryption do you support?

Describe the administrative toolset that the proposed solution uses

Reliance on Best Business Practices:

Describe your planning and installation processes

Reporting and Analysis Tools:

What reporting tools are available? Provide a list of standard reports that come “out of the box” with the software.

Section 5.0 Technical Architecture

The City has an extensive technology architecture in place as described in Section 1.7 Technology Standards. Describe the optimal network requirements for the proposed software. In the event that there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.

What are the optimal hardware requirements? In the event there is more than one suitable platform, list all options, indicating the relative strengths and drawbacks (if any) of each. What are the ideal server requirements?

In the event there is more than one suitable solution, list all options indicating the relative strengths and drawbacks (if any) of each.

Section 6.0 System Security

What security tools are included with the software?

Section 7.0 Hardware Environment

The City will evaluate the cost and sizing of hardware required to run the proposed solution.

Therefore a schedule must be prepared detailing:

- Proposed hardware configuration
- Manufacturer, model number and functional description of each unit or equipment component, including features and special devices - this must include any proposed equipment.
- Expandability of the proposed equipment to larger configurations.
- Unit pricing where appropriate must be shown so changes in quantity can be computed, and the vendor must mention unit price discounts with quantity purchases.
- Environmental requirements
- Electrical requirements
- Emergency power requirements (indicate proposed solution)
- Communications channels and types of protocols

You must submit a copy of your hardware site-planning guide with your proposal, if additional equipment is recommended. Please refer to Technology Standards in Section 1.7.

Section 8.0 Implementation Support and Training

The respondent shall provide a detailed plan for implementing the proposed system.

This information must include:

- Detailed methodology and plan for implementing the wireless network and administration software. The implementation plan shall include the following elements: an overview of project phases and major milestones; a matrix of proposed roles/responsibilities for participating City staff and the implementation consultants; and all project assumptions. The description of the implementation plan shall include the specific hardware components/functionality that is included in each phase of the implementation based on the scope of work for the project.
- Project organization chart showing the participating City staff and implementation consultants.
- Work effort estimates. The City reserves the right to alter work effort with further discussion with the respondent.
- Based on the responses to the City's functional/technical requirements, the estimated level of work effort required for network installation and turn-up in order for the network to meet the stated business requirements of the City.
- Resumes of the Proposed Project Manager and the Managing Partner.

The City plans to actively participate in the implementation of the network. The City is looking for vendors and implementation service firms to propose the total estimated hours for implementation services including a breakdown of the percent time for the implementation firm and the percent time for the City. It is expected that these estimates will be based on industry best practices and experience with similar successful implementations.

The vendor must provide a complete training program for City personnel. The vendor will recommend the type of training required, which will include system and equipment operation, system support, and use of all software included with the system. The vendor will present the recommended training in outline form showing subject title and length of time required. The vendor will be expected to propose

the number of staff they will train based on the estimated number of users listed in this proposal and their experience with best practices in successful implementation projects. Any charges for training, training materials, and travel will be detailed and explained by the vendor in the cost tables.

Section 9.0 Project Schedule

Each vendor must provide a detailed Project Schedule that will cover network planning and installation, equipment installation, training, and any other appropriate tasks. The schedule must indicate time estimates by major milestones and sub-tasks by provider and by City personnel.

In the course of implementation of a project it is important to have consistent team members. A key member of the team is the Project Manager. Each vendor must identify a proposed project manager with resume attached.

The City will have the right to review and make recommendations regarding employees and agents of the selected vendor assigned to perform these services including but not limited to the project manager.

Section 10.0 Maintenance Program

The City may require that the successful vendor provide some maintenance support to service and support this installation. In order to determine the level of support available to the City, the vendor will provide the following information:

1. Describe the nature of maintenance coverage and types of programs available to the City. All cost information must be included in the cost tables.
2. Specify the preventive maintenance schedule for hardware and software, and estimate the amount of non-scheduled maintenance (downtime) for each item of equipment included in the proposed system. Preventive and corrective maintenance will be performed according to the maintenance plan selected by the City.
3. Specify the availability of telephone support, including toll-free access and hours of operation.
4. Specify the minimum and maximum time to respond to calls for non-scheduled (corrective) maintenance ten (10) hours per day, five (5) days per week, Monday through Friday and the location(s) from which such maintenance will be provided.
5. Specify the number of maintenance personnel presently located in, or who will be located in, Michigan and the extent to which they will be available to support the City's installation.
6. Describe the vendor's policy for expediting repair of software that has been inoperative less than a one (1) hour, eight (8) hours, twenty-four (24) hours, and longer than twenty-four hours.
7. Describe the delivery method of future upgrades and product enhancements.
8. The City will require that the successful vendor maintain all vendor-furnished software in reliable operating condition and incorporate the latest vendor software changes and statutory changes applicable to this installation. The vendor will describe the nature of their software maintenance and their program for keeping vendor-furnished software reliable, efficient, and current. The vendor should describe if the City's Information Services personnel can install any of the software.

9. Projected annual costs over five (5) years - Include method for price escalation for on-going services i.e. CPI and escalation limits in your cost schedule.

Section 11.0 Client References

Respondents must supply the City with a list of at least five companies or agencies for which the respondent has completed projects that are essentially equivalent, including the deployment of any specific frequency recommendations, to the respondent's proposal to the City. Any major difference between the Respondent's proposal to the City and these companies must be noted. Failure to list references will result in your company being disqualified. These clients must have installed the proposed hardware and software for a comparable computing environment. Information must include at the minimum:

- Company Name
- Contact Name
- Title
- Address
- Telephone Number
- Email Address
- Software licensed
- Hardware environment
- Implementation status

Section 12.0 Required Appendices

Cost Quotations

Under a separate cover, the vendor's cost quotations must be itemized and include all costs (i.e., hardware, license fees, source code, object code, implementation and training, travel and per diem, documentation, hosting services, maintenance, and hourly rates). Vendors should carefully review all cost data for accuracy and completeness prior to submission. Errors in cost data submitted in the Cost Proposal will not be grounds for acceptance of higher costs by the City. The cost quotations should include in the following:

1. Letter of Transmittal
2. Completed Cost Tables
3. Executive Summary containing a brief statement of any cost advantages provided by the vendor and any observations or comments deemed appropriate to full understanding of the Cost Proposal. Vendors are required to use the Cost Tables provided in Section 2.4 of this document.
4. Provide your firm's proposed milestone and progress payment schedule. This proposed schedule will be negotiated with the selected firm(s) and will incorporate the City's specific testing and acceptance requirements.
5. All bids shall provide "price protection" for three years from the effective date of the license for modules and/or features that are listed in the RFP response but are not initially purchased.

The Evaluation Committee will analyze the total cost of ownership over a five (5) year period. The City requires a fixed fee price for licenses and implementation services.

2.4 REQUIRED COST TABLES

Hardware Cost Table

Item Description	Quantity	Purchase Price		Annual Maintenance		Total First Year Cost	Annual Maintenance Increase	Total Five Year Cost
		Unit Price	Extended Price	Unit Price	Extended Price			
TOTAL HARDWARE COST								

Software Cost Table

Item Description	Quantity	Purchase Price		Annual Support		Total First Year Cost	Annual Support Increase	Total Five Year Cost
		Unit Price	Extended Price	Unit Price	Extended Price			
TOTAL SOFTWARE COST								

Implementation Services Cost Table

Item Description	Quantity	Service Cost		Travel		Total Cost
		Hourly Rate	Extended Cost	Cost Per Day	Extended Cost	
TOTAL IMPLEMENTATION SERVICES						

Options Cost Table

Item Description	Quantity	Purchase Price		Annual Support		Total First Year Cost	Annual Support Increase	Total Five Year Cost
		Unit Price	Extended Price	Unit Price	Extended Price			
TOTAL OPTIONS COST								

Optional Services Cost Table

Item Description	Quantity	Service Cost		Travel		Total Cost
		Hourly Rate	Extended Cost	Cost Per Day	Extended Cost	
TOTAL OPTIONAL SERVICES COST						

Total Cost Summary

Item Description	Price
Total Hardware Cost	
Total Software Cost	
Total Implementation Services Cost	
Total Hosting Service Cost	
Total Options Cost	
Total Options Service Cost	
Additional Costs:	
1)	
2)	
3)	
4)	
5)	
Grand Total	

**ATTACHMENT A - PROPOSAL SUBMITTAL FORM
AND SIGNATURE PAGE FOR
REQUEST FOR PROPOSAL RFP- 752**

RESPONSE. Are these items included in your proposals? Respond Yes, No, or NA – Explain No or NA is Respondent Comments. (Use separate sheet if necessary.)

_____ Proposal (Sections 1- 14)

_____ Cost Proposal – Separate Sealed Envelope

_____ Required performance, labor and material bonds and proof of insurance will be provided, if my firm receives the award.

_____ Any exception to the terms and conditions and specifications have been noted and it is understood that such exceptions may result in proposal being deemed non-conforming.

_____ The undersigned, RESPONDENT, having examined the proposal terms and conditions and specifications, hereby proposes and agrees to perform, the services required within the time stipulated, all work required to be performed, and to provide labor, materials, tools, expendable equipment and insurance necessary to complete, in a professional manner, all of the work required for the City to make use of its services in strict conformity with the specifications and addenda.

Signature below certifies that I have carefully reviewed the City's terms, conditions, and specifications on this Request for Proposal and have clearly indicated in writing any exceptions my company is making to these terms, conditions, and specifications, and am authorized to offer such services. **Further**, the undersigned declares that this proposal is made in good faith, without fraud or collusion with any person or persons. The undersigned acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this proposal is based solely upon the undersigned own independent business judgment.

Therefore, I/we, the undersigned, hereby agree to provide the services and/or materials as specified if an award is made to my firm without any additional charges, terms, and/or conditions.

COMPANYNAME*: _____

STREET/P.O.BOX: _____

CITY,STATE AND ZIP CODE: _____

DATE: _____ TELEPHONE: _____ FAX: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

TITLE OF SIGNER: _____

*NOTE: If the RESPONDENT is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officer or agents. If RESPONDENT is a partnership, the true name of the firm shall be set forth with the signature of the partners authorized to sign contracts on behalf of the partnership. If RESPONDENT is an individual, their signature shall be placed above.

ATTACHMENT B - SPECIMEN CONTRACT

The following 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
CITY OF ANN ARBOR
FOR
WIRELESS NETWORK SYSTEM AND
RELATED IMPLEMENTATION SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("CITY") and _____ having its offices
(State where organized) (Partnership or Corporation)
at _____ ("CONSULTANT"), agree as follows:

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

I. DEFINITIONS

- A. Administering Unit means Information Technology Services
- B. Contract Administrator means Information Technology Director or whomever the Contract Administrator may from time to time designate.
- C. Deliverables means all Equipment, Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement.
- D. Project means the wireless network system and related implementation services.
- E. User/s means an individual person employed by the City who possesses a valid, unique identification number (User ID) and password (Password) with which to access the software application(s).
- F. City Data means any data, information or other materials of any nature whatsoever, provided to Consultant and/or used by the City in the course of implementing and/or using the software applications or services provided by Consultant under the terms of this Agreement.

Additional definitions may be required based on Solicitation received from successful respondent.

II. DURATION

This agreement shall remain in effect until the completion of the scope of 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: The Consultants standard of service under this agreement shall be of the level of quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Consultant shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations in connection with the use of City Data used by Consultant's software application(s) and Services, including without limitation those related to privacy, electronic communications, and anti-spam legislation.
- D. Location: The Consultant shall provide services to the City at location(s) specified in the Request for Proposal.

IV. COMPENSATION OF CONSULTANT

- A. The Consultant 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 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 coverages 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.
- D. 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, Exhibit C.
- 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 CONSULTANT

- A. The Consultant warrants that the quality of its services under this agreement shall conform to the level of quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this Agreement. 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 consultant or when it has actual notice of any defects in the reports and surveys.
- 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 all Deliverables and all electronically transmitted files will be free from viruses, Trojans, back-doors and all other destructive and non-destructive malicious code before submission to the City of Ann Arbor e-mail system.

VIII. 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.
- B. 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.

- C. 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.
- D. 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 staff and City owned properties, systems and networks with authorized City personnel, as required to perform the necessary services under the agreement.
- B. The City shall notify the Consultant of any defects in the services of which the City has actual notice.

X. ASSIGNMENT

- A. The Consultant shall not subcontract or assign any portion of the services 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 the agreement to third parties.

XI. NOTICE

All notices and submissions required under the 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 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

Its: _____

FOR THE CITY OF ANN ARBOR

By _____

By _____

Approved as to substance

By _____

Approval as to form

Stephen K. Postema, City Attorney

ATTACHMENT C - FAIR EMPLOYMENT PRACTICE

The consultant, 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 therefrom:

9:161 NONDISCRIMINATIONS 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 Procurement Unit prior to entering into a contract with the City, unless specifically exempted by administrative policy. 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 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 Procurement Unit 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 Procurement Unit as having fulfilled equal opportunity requirements for a period of one year, at which time the Procurement Unit 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) 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.
- (5) 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.

ATTACHMENT D - LIVING WAGE ORDINANCE EXCERPTS

The Consultant, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period,

including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.

- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, co-partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$10.85 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$12.56 an hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2003, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Unit of Health and Human Services for the years 2001 and 2003. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Unit of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next

cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

1:816. Employees Covered.

A covered employer shall pay each of its employees performing work on any covered contract or grant with the City no less than a living wage as defined in Section 1:815.

1:817. Exemptions.

Notwithstanding any other provisions in this Chapter, the following exemptions shall apply:

- (1) Sweat equity contracts for home construction or rehabilitation grant will not subject the grantee to coverage under this Chapter. Housing construction or rehabilitation grants or contracts that are passed through to a contractor in their entirety are exempt from the provisions of this Chapter, even when the City participates in the selection of the contractor.
- (2) For any contract or grant, the City Council may grant a partial or complete exemption from the requirements of this Chapter if it determines one of the following:
 - (a) To avoid any application of this Chapter that would violate federal, state or local law(s); or
 - (b) The application of this Chapter would cause demonstrated economic harm to an otherwise covered employer that is a nonprofit organization, and the City Council finds that said harm outweighs the benefits of this Chapter; provided further that the otherwise covered nonprofit employer shall provide a written plan to fully comply with this Chapter within a reasonable period of time, not to exceed three years, and the City Council then agrees that granting a partial or complete exemption is necessary to ameliorate the harm and permit the nonprofit organization sufficient time to reach full compliance with this Chapter.
- (3) A loan shall be considered a grant under this ordinance only to the extent that a loan is provided at below market interest rates and then only the difference between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan, shall be treated as financial assistance under this ordinance.
- (4) A payment of funds for the purpose of purchasing services, property, or goods on behalf of individuals being assisted by a covered employer or potentially covered employer (sometimes known as a "pass through" grant) that is used for said purchases shall not be considered a grant; such funds shall be considered a grant only to the extent that any such funds are retained by the covered employer or potentially covered employer to provide financial assistance and support to its own operations.

1:818. Monitoring and Enforcement.

- (1) Every covered employer shall agree to the payment of a living wage as a condition of entering into or renewing a covered contract or grant with the City, shall agree to post a

notice regarding the applicability of this Chapter in every work place or other location in which employees or other persons contracted for employment are working, and shall agree to provide payroll records or other documentation as deemed necessary within ten (10) business days from the receipt of the City's request. All City contracts and grants covered by this Chapter shall provide that a violation of the living wage requirements of this Chapter shall be a material breach of the contract or grant. The Human Rights Office of the City shall monitor the compliance of each contractor/vendor or grantee under procedures developed by the Human Rights Office and approved by the City Administrator.

- (2) Each covered employer shall submit to the Human Rights Office of the City information regarding number of employees and applicable wage rates of its employees covered by this Chapter in such manner as requested by that office. At the request of the Human Rights Office, any contractor/vendor or grantee shall provide satisfactory proof of compliance with the living wage provisions of this Chapter.
- (3) Any person may submit a complaint or report of a violation of this Chapter to the Human Rights Office. Upon receipt of such a complaint or report, the Human Rights Office shall investigate to determine if there has been a violation.

1:819. Penalties and Enforcement.

- (1) A violation of any provision of this Chapter is a civil infraction punishable by a fine of not more than \$500.00 plus all costs of the action. The Court may issue and enforce any judgment, writ, or order necessary to enforce this Chapter, including payment to the affected employee or employees of the difference between wages actually paid and the living wage that should have been paid, interest, and other relief deemed appropriate.
- (2) Each day upon which a violation occurs shall constitute a separate violation.
- (3) In addition to enforcement under Subsections (1) and (2), the City shall have the right to modify, terminate, and/or seek specific performance of any contract or grant with an affected covered employer or to cancel, terminate or suspend the contract in whole or in part and/or to refuse any further payments under the contract or grant;
- (4) Nothing contained in this Chapter shall be construed to limit in any way the remedies, legal or equitable, which are available to the City or any other person for the correction of violations of this Chapter

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1:821. Other Provisions.

- (1) No affected covered employer shall reduce the compensation, wages, fringe benefits, or leave available to any covered employee or person contracted for employment in order to pay the living wage required by this Chapter.

* * * * *

- (3) No employee covered by a federal, state or local law requiring the payment of prevailing wages shall be covered by this Chapter.

- (4) This Chapter shall not be construed to apply to any person or entity that is a tax exempt religious, educational or charitable organization under state or federal law, but is not a contractor/vendor or grantee as defined in Section 1:813.
- (5) This Chapter shall not be applicable to the establishment and/or continuation of the following if developed specifically for high school and/or college students:
 - (a) A bona fide training program;
 - (b) A summer or youth employment program;
 - (c) A work study, volunteer/public service, or internship program.

City of Ann Arbor Procurement Office

INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

Article I. 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
734/994-2719

CITY OF ANN ARBOR
RFP No. 752

DUE DATE: November 18, 2009

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

Instructions for contractors 6/06

AAF-3

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
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 (Street address) _____ (City) _____ (State) _____ (Zip) _____ County _____ Phone # _____
 (Area Code) _____ Email Address _____ (Area Code) _____

EMPLOYMENT DATA

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

9/00 Questions about this form? Call 734/994-2719

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
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 the Form _____

Fax# _____ Email Address _____
(Area Code)

EMPLOYMENT DATA

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

9/00 Questions about this form? Call 734/994-2719