



City of Grand Rapids, Michigan
Purchasing Department
300 Monroe, NW Room 720 Grand Rapids, MI 49503
Ph: (616) 456-3173 Buyer Contact: Tony Wojciakowski

Request for Proposal #936-37-05
Solicitation #: RFP 233 18000003
Parking Access Revenue Control Solution

Proposal Due Date: October 12, 2017 11:00 a.m.

Company Name:		Contact Name:	
Company Phone:		Contact Phone:	
Company Fax:		Contact E-mail:	
Company Address:			
WebSite Address			
Federal Identification # (TIN #)			

The City of Grand Rapids is issuing this Request for Proposal (RFP) for obtaining proposals for solutions for parking access revenue control (PARC) solutions as per the scope provided herein.

Companies interested in submitting a response to this RFP are required to be registered in the City's financial management system, Advantage360. All solicitation information and documents shall be available to vendors registered in Advantage360. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration: <https://cgiadvantage360.cgi.com/MICGR/AltSelfService>

All information in a bidder's proposal and the subsequent contract is subject to the provisions of the Freedom of Information Act. 1976 no.442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

Introduction

The City of Grand Rapids is issuing this Request for Proposal (RFP) to obtain proposals from experienced and qualified vendors of off-street parking access and revenue control (PARC) equipment and software, including but not limited to parking management software, entry ticket machines, exit pay machines, exit gates, and event handhelds and fee computers. It is expected that the implemented solutions and services will provide better experiences to our customers as well as internal operational efficiencies.

The objective of this RFP is to provide sufficient information to enable qualified respondents to submit written proposals. This RFP is not a contractual offer or commitment to purchase services. Respondents must be bona fide providers of the products and services requested.

To respond to this RFP, proposals must conform to the procedures, format, and content requirements outlined in this document. Significant deviations may be grounds for disqualification. The City reserves the right to waive, at its discretion, any irregularity or informality that City deems correctable or otherwise not warranting rejection of the RFP.

RFP information and documents shall be available to vendors registered in the City’s financial management system, Advantage360: <https://cgiadvantage360.cgi.com/MICGR/AltSelfService>

A shortlist of vendors will be selected to participate in on-site interviews and hardware and software demonstrations. The City will then request that the top two proposals provide and install demo PARC equipment in two specified surface parking lots and participate in a 30-day pilot program of equipment and software operations. The purpose of the evaluation is to choose a vendor for purchasing PARC equipment either for replacement of existing installations or for new facilities.

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

Estimated Timetable:

The estimated timetable for the procurement are provided in the table below. Proposers shall note that the dates provided are provided as a guideline only and are subject to change as the City deems in its own best interests.

RFP Release Date	Friday, September 8, 2017
Deadline for Clarifying Questions	Thursday, September 18, 2017 at 11am EDT
Proposal Submission Deadline	Thursday, October 12, 2017 at 11am EDT
On-Site Interviews and Hardware/Software Demonstration	November 7, 8 and 9, 2017
Evaluation/Pilot Program - Vendor Installation	The week of January 8 – 12, 2018
Pilot Program	January 15 – February 15, 2018
Targeted Notice of Award	March 2018
City Commission Approval	March 2018
Contract Execution/Project Kick-Off	April 2018
Project Delivery/Installation	July/August 2018

Background:

The City of Grand Rapids is the second largest city in the state of Michigan, anchoring a region of more than 1.5 million people, and is an affordable place to live with a high quality of life. The Grand Rapids region is currently the fastest growing metropolitan areas in the state (<http://ow.ly/YgRF30apZ9Z>) and one of the fastest growing metro economies in the nation (<http://ow.ly/mBUh30apZhJ>).

Downtown Grand Rapids has also been experiencing an uptick in growth with a 188 percent increase in the number of downtown households since 2000. The number of downtown residents has more than doubled in the past 20 years and is projected to double again by 2026. Coupled with the 46,000+ downtown employees, thousands of students attending several colleges and universities downtown, and a thriving convention and visitor market, downtown Grand Rapids and near downtown neighborhoods are experiencing more congestion and parking capacity issues.

In response to this growth and the City’s commitment to creating a more inclusive community by addressing inequitable access to opportunities (<http://ow.ly/wSsX30apZZQ>), the City is moving toward a more holistic “mobility focused” approach to transportation. In early 2016, the City began transforming its Parking Services department into a broader mobility focused department (Mobile GR and Parking Services) aimed at not only managing parking services and facilities but also improving and expanding transportation options and services to get people where they need and want to go.

The growth has seen an increased demand for parking and better ways to manage the demand for parking and mobility. Currently, the City of Grand Rapids’ Mobile GR and Parking Services Department owns and operates 10 parking ramps and 13 paid surface parking lots. The number of facilities is expected to grow over the next 3-5 years.

Mobile GR and the Parking Services Department currently utilizes Amano McGann equipment and software for its off-street parking operations. City staff currently provide services for operations, minor maintenance, and collections of the cash and coin in these areas, as well as vending at special events. A contract with Traffic &

Safety Control Systems as the service provider to maintain the Amano McGann hardware and software is currently in effect. The City anticipates adding or replacing PARC equipment in current and future facilities on a scheduled basis.

Objective:

The City of Grand Rapids is seeking proposals from qualified and experienced vendors of off-street parking equipment, and software operations to provide and install PARC equipment in designated lots. This equipment shall allow access through multiple option including, but not limited to cash, credit card, validations, mobile payments, and proxy cards. The equipment must have affordable ticket options preferably barcode based. The equipment must have a robust reporting system and have the capability to automatically transfer data between the hardware units to the management software. The PARC equipment must be able to report revenue and payment information and hardware status information in real time. The proposed system must allow for future growth and changes, rates, and terms.

The City desires a vendor with a minimum of five (5) years of experience with single PARC Equipment in the U.S. market. The vendor must be able to demonstrate success with software and hardware components through client references. In addition, the vendor must have a positive standing within the parking industry, be able to provide proof of technical expertise, perform a successful installation of the proposed system, provide a thorough training program and be able to provide future maintenance support after the initial purchase.

The City intends for this Request for Proposals to result in a contract for the initial equipment purchase, delivery and installation and a preventive maintenance and support contract for a one year term contract, with two, one-year renewal options for additional equipment purchases and extended maintenance and support at the pricing and proposal information contained herein upon mutual agreement with the Contractor.

Scope of Services

Pilot Program - PARC Equipment Evaluation:

After the initial evaluation and on-site interviews, the City shall invite the top two (per each type of PARC Equipment) ranked responses to participate in a pilot program. Once top vendors are selected for pilot program, the vendor shall provide sample equipment to the City of Grand Rapids for on-site demonstrations and training. This equipment will not be permanently installed, but must be powered on and connected to management software to simulate functionality. Upon completion of the training and demonstration phase, vendors shall deliver, install and set-up equipment in designated lots. The equipment shall be ready for use and fully operational (the City defines this as being able to be used by a customer and able to use the management software to its capacity) by the date specified by the City and shall include all software required for operation. If the vendor's equipment is not fully operational by the date specified by the City, the vendor shall automatically be disqualified. The vendor, upon delivery, installation and set-up of said equipment, shall provide hands-on training to City personnel. The vendor shall leave the installed, fully operational PARC equipment in the possession of the City for an on-location evaluation/testing period of thirty (30) days. The vendor shall be responsible for all costs associated with installation and removal of the PARC equipment. The City shall pay for any fees associated with the use of the equipment only. The City shall not be responsible for any damage and/or

repairs to these units resulting from normal wear and tear, as determined by the City, during typical City operations.

All vendors shall uninstall and remove their equipment from the City within five (5) days of notification of end of evaluation period. This work shall be coordinated with the City's Project Manager. Once the evaluation/testing period commences, the City will re-evaluate the proposals of the vendors who participated in the evaluation/testing period which will include the evaluation results. The evaluation/testing pilot program will include but not be limited to the following criteria: quality of service delivered, performance for both the customer and the City, functionality and operation of management software, integration functionality and operation, and equipment performance and durability.

Device, Data, and Integration Policies:

The City of Grand Rapids Mobile GR/Parking Services Department is looking to utilize technology and data to provide better customer service, improve utilization of City assets, and develop innovative solutions based on the data we collect. To achieve these results, we have a strong desire to partner with vendors and organizations that can integrate applications and data with other partners. Through database access, API usage, compliant web based applications, and cross platform compatibility, we are better able to leverage the technology in which we have invested. The ideal vendor would have existing integrations with our partner organizations as well as have the ability and desire to develop integrations with new software and services. By working with any available hardware and software platforms, we believe our vendors will be better positioned to help us introduce innovative solutions.

Web based applications allow us to have the flexibility to use any type of computer in our office. HTML compliant applications offer the opportunity to use Chromebooks, Windows computers, and Apple computers without being tied to a specific platform. When an application must be installed and run natively, Windows 10 compatibility is required. Mac native applications are desired, but not required.

When the vendor requires a Windows based computer, the City of Grand Rapids strongly prefers to purchase all equipment through existing contracts. Any proprietary card readers, printers, or communications devices can be sourced from the vendor, but the preference is to limit the purchase of PCs to existing State and City contracts.

When the vendor requires an Android or iOS based mobile device, the City of Grand Rapids strongly prefers to purchase all equipment through existing contracts. Any proprietary card readers, printers, or communications devices can be sourced from the vendor, but the preference is to limit the purchase of PCs to existing State and City contracts. Cellular service for mobile devices is also preferred to be sourced through existing contracts. The use of Windows Mobile, Windows Phone, and Windows Embedded is strongly discouraged for mobile devices.

Data Sharing:

Database diagrams that clearly show relationships between fields and tables within the software are strongly desired. The ability to create our own custom reports and query data directly through third party reporting tools is strongly preferred. The ability to utilize an API to access data is also desired for integration with other software packages.

Integrations:

API based integrations are the preferred method of utilizing data and functionality across multiple systems. Open APIs that can be utilized by other vendors to share data and handle core features of the system are

strongly desired. The main software packages that would be expected to perform integrations with a new PARC system are:

- Parking Analytics (Smarking, SSRS, Microstrategy)
- Pay By Cell (Park Mobile, Passport)
- ALPR Enforcement and Citation Management (AIMS Parking, Passport, NuPark, Municipal Citation)

Technical Specifications and Requirements

Pay Stations:

Each pay station should be equipped to support Point & Pay credit card processing, Parkmobile and Passport Pay by cell providers, This flexibility allows the City to adapt as our needs evolve; we can switch from one mode to another, or even employ different modes concurrently in the same lot. Digital pay stations shall be compatible with Parkmobile Pay-by-Cell services.

The City of Grand Rapids Mobile GR/Parking Services Department desires to obtain a technology that will allow a visitor parking in Grand Rapids the option to pay for parking with various payment options. These options must include but are not limited to coins, cash, credit card, validations, mobile payments and proxy cards.

Operational Features Desired:

- Provides technologically advanced features to help the City manage its parking operations to be more efficient and reliable, easy to use, and deliver a superior user experience.
- Has easily replaceable modular hardware.
- Secured Bill collector
- Secured Coin collector
- Coin and Bill recycling preferred
- Provides user created and managed pay station alerts.
- Provides integration with mobile payment services.
- Easily integrates with third-party systems and custom built applications.
- Provides an extensive integrated partner network.
- Software able to be viewed at multiple workstations.
- Provides a variety of reports.
- Provides the ability to monitor live data including space counts specific to each location and/or real time transactions.
- Provides the ability to display an out of order or no parking message when malfunctioned or at the request of the City.
- The machines shall display date and time information.
- Online web validation portal for customer and business use
- Customer printed parking passes are strongly desired. This would include event pre-sale tickets or printed validations for account holders.

Operations and Rates:

Pay stations must be capable of remote programming. Options for remote programming include rate changes that may occur due to holidays and special event parking.

Rates and operating characteristics desired:

Remote programming for holidays, special events, or other changes via a web-based management system that is easily used/changed.

- Programming for flat rate payment, such as for special events.
- The capability for demand based pricing structures is strongly desired
- Ability for the display to include rates per hour, and other customizable messages and graphics.
- Remote management through a web-based management system.

Payment Options:

The pay stations shall support a variety of payment options, including but not limited to:

- Coins
- Credit Cards
- Coupons or Validation
- Pay-by-Phone
- Proxy Cards

Power Management:

The City of Grand Rapids desires a well-designed and power efficient pay station that requires less maintenance, has a low operational cost, and is environmentally friendly. The pay stations shall offer the following power management features:

- High-efficiency CPU
- Power Level monitoring
- LCD backlight adjustment

Please indicate your compliance or non-compliance to the following technical specifications:

Hardware:

Cabinet and/or Pedestal:

- Cabinet and/or pedestal must be constructed of highly durable materials able to withstand all environment conditions (including rust), maintain security and be resistant to vandalism.
- Equipment shall be ADA compliant, designed to be easily assessed by all parking customers.
- Please provide material/construction specifications in your RFP response.
- Anchor bolts cannot be exposed outside the pedestal.
- Surface finish must be durable and weatherproof. The equipment may be installed in outdoor environments and will not have a weatherproof enclosure for protection.
- Pay station should be available with the option for customized decals.
- Indicate the life expectancy of cabinet and/or pedestal in your RFP response.

Physical Security and Lock:

- A minimum of one key per unit and one key per canister shall be provided.
- High security locks with separate lock and key combinations for collection vaults and main door.
- Vandal-resistant with recessed hinges.
- Locks must be cut/coded specifically to City of Grand Rapids.
- Additional locks shall be available as needed.
- No locks can be exposed beyond the flush mount of the cabinet.
- Recommended audible alarms in cases of machine tampering.

- All pay station doors must be equipped with sensors that will send a notification, in real-time, to the back-office software alerting to doors being opened or closed.
- Cash Status, Audit Report, Stall Reports, and Revenue Reports must all be printable at the pay station without opening the cabinet door; password protection to reports is mandatory.

LCD Display:

- The pay station must have a clearly visible LCD screen, which is easy to read in various lighting conditions. Color is not required but is preferable.
- All instructions and rates are to be provided through LCD display and voice prompts
- The screen must be vandal-resistant, weatherproof, and corrosion-resistant.
- The screen must be modular and easily unplugged and replaced with basic tools for easy servicing.
- All prompts on the pay station must be user configurable.
- There shall be no additional costs to the City for rate changes.

Coin Slot:

- Coin slot shall accept all currently produced U.S. coins through a single slot.

Cash Acceptor:

- Cash Acceptor, at minimum, must accept \$1, \$5, \$10, and \$20's.
- Pay station must have a cash escrow to allow consumers to cancel the transaction at any time and have funds returned.
- Must be constructed to allow for easy removal with basic tools.

Credit Card (CC) Reader and Operation:

- The CC reader, at minimum, must accept and process Visa, MasterCard, and Discover
- The CC reader must be modular and can be easily unplugged and removed with basic tools for easy servicing.
- The CC reader must be able to read Tracks 1, 2, and 3 of all magnetic stripe cards conforming to ISO 7810 and 7811.
- The CC reader must be able to read and write to chip-based smart cards conforming to ISO 7810 and 7816.
- The CC reader must be read and write to POM chip-based cards.

Transaction Process (PA-DSS and/or PCI) – most current available:

- The software and cloud based reporting feature shall provide management control and reporting of credit card process via Internet.
- The system must allow both offline batch credit card processing and online real-time credit card processing.
- The system must provide a simple, one-step process to automatically transfer credit card data to the clearinghouse. No duplicate checks or transfer of data between files or spreadsheets is required.
- The system must process and reconcile transactions with a PCI compliant credit card processor or gateway.
- The pay station must be Level 1 PA-DSS validated.
- The system must automatically populate a file of bad credit card transactions that are declined. This helps prevent future acceptance of bad credit cards/smart cards.
- The pay station must be capable of being used as a smart card reload station with the ability to check card balances.

- The software must allow for manual entry of cards into a bad credit card/smart card file. These bad credit cards/smart cards can then be prevented from use in any payment machine in the network.
- The solution must be Level 1 PCI certified and meets the Payment Card Industry (PCI) Compliance standards as Service Provider and Payment Application Data Security Standards (PA-DSS) for all hardware and software proposed. Bidder shall provide a letter from a Qualified Payment Application Security Professional (QPASP) or Visa confirming the successful completion of meeting the latest standards. The pay station must appear on the Visa Web site confirming compliant Service Providers and validated Application Vendors.

Printer:

- The pay station shall be equipped with a high quality printer with a simple paper path and a reliable cutting edge.
- The paper roll must be easily be removed and replaced.
- Bidder shall provide specifications on ink requirements with their RFP response.
- The printer shall be intelligently designed to be modular and be easily unplugged and removed with basic tools for easy servicing.
- The solution must allow report and receipt printing in the field.

Receipt Paper:

- The tickets must be heat-, fade-, and curl-resistant, and must be capable of being left on a vehicle dashboard for extended periods of time.
- The paper roll must easily be removed and replaced.
- Paper should be 100% recyclable.
- Bidders shall provide specifications of receipt paper with their RFP response.

Electrical and Electronic Components:

- All major components must be modular and be easily unplugged and removed with basic tools for easy servicing.

VOIP:

- Equipment must have VOIP capabilities including help button and intercom at both ticket spitters and pay stations.
- Commend VOIP equipment or compatible.

Temperature Specifications:

- -40° F to + 140° F (-40° C to +60° C) in AC operated environments with an optional heater;
- -40° F to + 140° F (-40° C to +60° C) in non-AC environments; up to 95% relative humidity (non-condensing).
- The pay stations must provide an option for an internal heater (that can operate on AC power) for environmental conditions outside of the above indicated temperature range.

Pay Station:

- The pay stations must contain local memory that can record transactions when communications to the central server are lost. After communications are restored, the pay station will transmit cached data.
- The pay station will include or have a UPS system added.
- The pay station must be modular / be easily disassembled and repaired with basic tools.
- The pay station should store card numbers for offline processing as allowed with PCI compliance.
- The pay station must automatically adjust its internal clock for Daylight Savings Time changes.

- The pay station must be configurable to support multiple languages.

Network Communications:

- The pay station must be able to support direct Ethernet connection without any additional hardware.
- For wireless communication, both GSM or CDMA modems should be available and supported direct from the manufacturer.

Software:

Payment Options:

The pay station must support the following payment options:

- U.S. Coins and Cash: The denomination accepted must be configurable for each pay station.
- Credit Cards: Type of credit cards accepted must be configurable for each pay station. The City will only accept Visa, MasterCard and Discover credit cards.
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Please provide specs and cost for the pay station to support an RFID reader that accepts contactless payments, including but not limited to Apple Pay, Google Pay, Visa PayWave and MasterCard Pay Pass credit cards to quickly, securely, and conveniently complete a parking transaction.

- Cell Phone Payment: The solution must have an option of paying for parking with cell phone.
- Online validation portal is expected for customers and business to validate tickets on external networks
- Event management capabilities to include fee computers, handheld devices, and pricing structure to allow for flat fees during events. Handhelds and fee computers must be able to accept cash and credit card payments, raise and lower entry gates, and connect to count management.

Pay-by-Phone Integration:

- The solution must have an option to pay for parking with a cell phone. Bidder must identify which Pay-by-Phone partner it integrates with and the integration capabilities that such a partnership brings. Parkmobile and Passport integrations are expected.
- The City of Grand Rapids currently contracts with Parkmobile USA, Inc. for its cell phone payment provider.

ALPR/Enforcement Integration:

- The solution is expected to have an option for integration with Automated License Plate Recognition software. This includes, but is not limited to enforcement of reserved space, nesting, abandoned vehicle checks and potential gateless facility use.

Management Software Capabilities:

The management software must have the following capabilities:

- Ability to set up unlimited amount of pay stations at unlimited amount of lots
- Password access at the pay station for collection and service personnel.
- Ability to configure credit card acceptance.
- Enable online “real-time” credit card authorization (with Ethernet connection or modem option).
- Enable a “store and forward” mechanism to process credit cards that are accepted when online communications have been disrupted.
- Allow custom messaging on introduction LCD screen.
- Allow custom messaging on exit screen.
- Allow custom messaging on printed receipt.

- Allow for the remote upload of all rate and configuration parameters to the pay station via the central server at no charge.
- Include, at minimum, 10 user licenses of management software. Preference is for unlimited user connections.

Standard Rate Capabilities:

Please confirm that the equipment provided can address the following rates desired. Standard rate capabilities must include:

- Rates by the 1/2 hour.
- Special event pricing.
- Different values can be assigned to differently hourly increments (for example, first hour at \$2.00; each additional hour thereafter at \$1.00).
- Progressive, regressive, flat, evening, early bird and holiday rates.
- The capability of demand based pricing is strongly desired.

Management Reports:

- Bidder shall provide samples of all reports to allow for evaluation of reporting features.
- The pay station must issue a report from the printer with the following information:
 - Machine serial number
 - Date and time of collection
 - Total amount of money in the collection
 - Total amount in coins
 - Total amount of credit card payments by credit card type
 - Total number of tickets issued
 - Total amount of change issued
- The pay station must issue a report with the history of the machine with the following information:
 - Audit details:
 - Date of the transactions with “from” and “to” parameters
 - Total deposits
 - Total transactions
 - First transaction number
 - Last transaction number
- In the back-office software, reports must be able to be generated based on the following parameters:
 - Transaction Date
 - Transaction Time
 - Payment Method
 - Rate
 - Pay Station Number
 - Credit Card Type

Remote Management:

City of Grand Rapids Mobile GR and the Parking Services Department would like the bidder to host remote management options. The capabilities provided through remote management must include the following:

- Real-Time Reporting/Pay Station Configuration: Real-time reporting:
 - The pay station must provide, as an option, the ability to generate all of the reports listed under “reports” above through any computer with an Internet connection using up-to-date real time information.

Remote pay station configuration:

- The solution must allow for changes in the rate structure remotely from the office provided the pay stations are online.
- The solution must allow for other changes listed under “Management Software Capabilities” to be configured from a remote PC and capable of being uploaded to the pay station in real-time provided the pay station is online.

- Real-Time Monitoring

The pay station must provide, as an option, the ability to monitor the following parts and systems and communicate any malfunctions or supply requirements:

Critical alarms:

- Alarm on
- Shock from being bumped, tilted, or shaken

Major alarms:

- Coin jam
- Cash jam
- Printer paper low
- Printer lever disengaged
- Printer paper out
- Vandalism

- Real-Time Credit Card Authorization

- The pay station must provide, as an option, to have credit cards processed in real-time.
- The real-time credit card authorization shall comply with PCI compliance.
- The authorization number must be available in the back-office software to be used in criteria for credit card transaction searches.
- The pay station must be configurable to accept or not accept credit card payment in the event that the communication to the pay station becomes temporarily unavailable.
- Assuming adequate communication signals are in place, real-time credit card authorization must be completed within three sections typically, and within 10 seconds maximum.
- For online credit card transactions, batch processing of the credit cards at the end of the day is not acceptable.
- Bidder should demonstrate adequate security of data through password protection and layered levels of privileges.

Future Capabilities:

The identification of features that will be available after the equipment is deployed may also be mentioned, but descriptions should clearly state when features will be available for deployment and any hardware upgrades associated with such upgrades.

Scheduling, Delivery and Installation

The awarded vendor must plan on staging the equipment and software replacement to minimize disruption to parking operations. The awarded vendor must stage equipment for one (1) week at 50 Ottawa Ave for testing and training purposes. The City of Grand Rapids and the awarded vendor must mutually agree on the scheduling, delivery (date, time, location, etc.) and the staging process. The delivery and installation dates shall be simultaneous. The City anticipates that the delivery and installation will occur in the spring of 2018. Any

necessary on-site parking or use of parking spaces for storing and staging needs must be coordinated with the City's Project Manager and included in the total costs submitted in the proposal.

In the event the delivery and/or installation of units are not completed according to City of Grand Rapids Mobile GR/Parking Services Department specifications and agreed upon schedule, the City will impose liquidated damages in the amount of five hundred dollars (\$500.00) per unit per day. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgement and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be in, in the nature of a penalty.

The bidder shall provide shop drawings and complete descriptions of the PARC Equipment. The Contractor is responsible for supplying the support posts, base, or cabinet of sufficient structural strength, anchored to the meters and into the ground at a depth and/or in a manner that is sufficient to prevent them from being damaged by wind gusts, affected by local freeze/thaw cycles or removed by vandals.

Preventive Maintenance and Support

The vendor must include a minimum of one (1) year warranty, or extend the manufacturer's warranty to the City, whichever is longer, in proposed costs for hardware, software, parts, components, labor and incidentals. Bidder shall state pricing for a preventive maintenance and support contract upon warranty expiration for a one-year term contract, with two, one-year renewal options. All materials and components shall be new and unused.

The vendor shall supply a full and complete schedule of preventive maintenance requirements for the PARC Equipment including all hardware, software and components. The schedule of preventive maintenance shall be organized by equipment, or software component, and shall detail the following as the minimum requirements:

Each required preventive maintenance activity

- The recommended frequency of each preventative maintenance activity
- The procedures for performing each preventative maintenance activity
- Any special tools or supplies needed for the performance of preventative maintenance activities

As part of the preventive maintenance and support, the vendor must provide new releases or upgrades for software upon release of revision to the installed software products, without charge.

Mobile GR/Parking Services Department will be the first line of maintenance to repair, replace or investigate concerns with the PARC Equipment. If Mobile GR/Parking Services Department is not able to correct the problem, the vendor shall provide on-site services within the agreed timeframe. If any equipment cannot be repaired within a reasonable period, as determined by the City's Project Manager, the vendor shall provide loaner equipment to the City until such a time the City's equipment is permanently repaired and fully operational.

Spare Parts:

The vendor shall be required to provide an inventory of spare parts during the warranty and extended maintenance period. If the City of Grand Rapids maintains inventory of replacement parts, the vendor may utilize said parts for service. After service is completed, the vendor will replace the inventory from the City storeroom and invoice for any replacements.

Response Time/Support:

As part of the maintenance process, the vendor shall provide a 45-minute response for any service calls placed between 7 a.m. to 7 p.m. EST, Monday through Friday (excluding major holidays) regarding repair or replacement of any and all components of the parking meter system which shall malfunction. The on-site arrival time will be guaranteed according to the proposal submitted by the vendor.

Training and Implementation Requirements

The successful vendor is to provide training for approximately ten (10) people on an individual basis or in a group setting as approved by Mobile GR/Parking Services Department. The bidder shall provide a training program for technicians and staff responsible for:

- Installation, startup, and maintenance of the pay stations
- Cash and Coin collection
- Programming rates, valid parking times, etc. through the management software
- Monitoring the equipment
- Data file collection, credit card file downloading, system monitoring and auditing, setup, and maintenance of user account passwords, etc.

The successful vendor shall provide a minimum of ten (10) hours of training to fully train City personnel on all aspects of operating the installed equipment and software, including but not limited to:

- Installation
- Maintenance
- Troubleshooting Repairs
- Operations-programming, inventory and collections Cost for training shall be included in the cost of the project.

Documentation

Successful vendor shall provide five (5) copies of operating manual in English for installation, maintenance, and use (complete with wiring diagrams and specifications) at the time the pay stations are delivered and installed.

Responses / Submittals:

The City requires submittal of one original and two (2) hard copies of the complete RFP response, as well as an electronic version on flash drive or other media. In order to expedite and simplify proposal evaluation and to assure that each proposal receives the same orderly review all proposals should adhere to the format described below. A completed, signed copy of this RFP document shall be submitted as part of the proposal response for both hard and electronic copies. The proposer name and/or initials shall be entered in the areas provided. Responses should contain the elements of information requested. Submission of a proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered in performing the work.

Bid Bond Requirements:

Each response to the RFP shall be accompanied by a bid bond, in the amount of 5% of the total bid price. No response shall be considered unless it is accompanied by the required guaranty. The bid guaranty shall be furnished by the successful bidder. The bid guaranty shall insure the execution of the bid and award, and the furnishing of a performance bond by the successful bidder. Bid bonds by salesman or agents of the manufacturer are not acceptable. Bids shall remain firm for a period of at least 60 days. An exception to this requirement will not be allowed. A cashier's check will not be an acceptable in lieu of a bid bond.

Performance Bond Requirements:

The successful Contractor shall furnish a good and satisfactory performance bond for 100% of the Contract amount and power of attorney within 30 days after "notification of award" by the Purchasing Department insuring the Contractor's faithful performance of the Contract conditions. Such bond shall be written by a surety qualified to do business in Michigan and both the surety and the bond are subject to the City's approval. Any performance bond shall be furnished by the successful bidder. A performance bond by salesman or agents of the manufacturer is not acceptable. An exception to this requirement will not be tolerated.

All proposal sections and pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an "Exception" in the fields provided.

All responses, documents, terms, and information related to the proposer's response to this RFP shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc shall be recognized or accepted if not submitted with the response to this RFP.

Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled index tabs, and pages must be numbered. Submitted proposals shall include:

1. Company Overview and Executive Summary:

Include a brief introduction and executive summary of the major facts or features of the proposal, including any conclusions, assumptions, and recommendations the Respondent desires to make. The Executive Summary should be designed specifically for review by a non-technical audience and senior management.

Provide clear, descriptive information on the following:

- A. A description of the company's background and history, including year established, former names, and type of ownership. Also provide the name of the authorized office/representative for the company with regard to negotiation and contractual matters.
- B. Please indicate if your company has a Diversity and Inclusion policy or program. If so, briefly describe.

- C. Number of total, current personnel currently available for services described herein
- D. The location of any local office, as well as the office location that will most likely be providing services to the City
- E. Identify whether your company is a single source provider of professional services or if a subcontractor will be used. If a subcontractor will be used, please provide detailed information regarding the nature of the subcontracting work and descriptive information about the company, including its primary representative.
- F. A statement concerning the Company's current financial stability. Clearly label if any financial information provided is considered confidential and proprietary.

2. Professional Qualifications:

For any response to the solution(s) proposed, provide names, qualifications and experience of all staff anticipated to be involved in the project, including the project manager and technical staff. Resumes for the Project Manager or Project Leads shall be provided with the response. The assigned Project Manager of this project shall be identified in the proposal and cannot be changed, replaced, or altered throughout the project unless agreed to by both the City and the company.

3. References and Experience:

Provide detailed descriptions of at least three (3) PARC equipment solutions completed of similar size and scope as described herein, including but not limited to the organization name, contact person, address, telephone number and email address, date of initiation, contract status, and a brief overview of the services provided. The Respondent agrees that the City may contact the references given at the City's discretion.

The City desires a vendor(s) with a minimum of five (5) years of demonstrated experience with any proposed solution, in U.S. markets; in addition, the vendor must have a positive standing within the parking industry, be able to provide proof of technical expertise, perform a successful installation of the proposed system, provide a thorough training program and be able to provide future maintenance support after the initial purchase. Briefly describe your firm's ability to provide:

- a. Timely implementation
- b. Pilot Programs
- c. System stability
- d. Software reliability and performance
- e. Equipment quality and performance
- f. Operator- and user-friendliness
- g. Maintainability
- h. Quality training for users and technicians
- i. Quality of maintenance and support
- j. Customer service

4: Product Solution(s) Proposed/Meeting of Technical Specifications/Timeline

Provide a narrative description of the PARC Equipment, hardware, and software proposed and how it would meet the City's goals and expectations. Bidders shall describe all software components, hardware components, services and tasks, including implementation, training and support required to implement a working, fully functional PARC System fit for the intended use of the City.

Describe how each technical specification outlined in this RFP is met with the system they have proposed.

As part of the project approach, the Respondent shall propose a scheduling methodology for effectively managing and executing the work in the optimum time. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, pilot program, training of designated personnel, and other phases related completion dates as per the specifications contained herein.

Responses shall address all items in the scope of work and specification sections of the RFP.

Bidder shall also include any City staff responsibilities required by the Contractor for the successful implementation of a PARC System.

Responses shall address all items in the scope of work and specification sections of the RFP. Also include any estimated City requirements for the Evaluation/Testing Pilot Program and the final project.

Proposals shall also state the initial equipment, licensing, and software warranty for any solution proposed. Also provide information for extended maintenance and support services that are available after expiration of the initial equipment and software/firmware updates and warranties. Information shall include specific details on the type of coverage and all exclusions, if applicable.

5. Warranty

Provide specific details of the warranty of the PARC Equipment, hardware and software to be provided.

6. Cost Proposal

It is the City's intent to have all costs associated for this solution be revealed through the RFP response. Any form of graduated payment schedule(s) shall be provided in this section. Any costs that are specifically not included are to be listed for clarification as well.

Provide clear, complete, and detailed costs for:

A. Initial Purchase for PARC Equipment, Warranty and First Year of Maintenance and Support:

- Identify and itemize all costs including but not limited to PARC Equipment, hardware, software, licenses, components,
- First year of maintenance and support, pilot program, City training, travel, per diem, and any additional costs with the RFP response. Bidder shall identify and price any equipment recommended as "spare" or stocking repair parts or supplies to provide timely repairs for broken equipment and consumables.
- Bidder must identify the authorized provider for warranty repair work.

B. Preventive Maintenance & Support Costs

- The City intends to award a one-year term contract, with two, one-year renewal options for preventive maintenance and support.
- Identify all services covered under the maintenance and support contract and specify start and end dates.
- Identify all services not covered under the maintenance and support contract.

- Provide lump sum costs for Year 1, 2 and 3 of the maintenance and support contract. Contractor shall note that the City will pay for maintenance and support services on an annual basis.

C. Other on-going or recurring fees, including hourly rates for any additional service work

General Instructions

All information in a bidder's response and the subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Companies shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers of information are provided, or if departments are contacted prior to bid opening. All proposals submitted shall include the City's RFP document and in the format requested, no exceptions. Any submitted proposal not including the City form may be rejected as non-responsive.

No separate agreements shall be recognized unless they are included in the proposal for analysis and review, prior to contract award. The City of Grand Rapids "General Conditions and Instructions to Bidder" are hereby incorporated by reference. The City shall not be bound by any part(s) of any Company's response to the RFP which contains information, options, conditions, terms, or prices not requested nor required in the RFP unless such conditions are agreed to by both parties prior to entering a contract.

The City of Grand Rapids "General Conditions and Instructions to Bidder" are hereby incorporated by reference. This signed and completed RFP document, along with the complete submitted response, will be included by reference as part of any contract document with the awarded vendor. Respondents must be bona fide providers of the products and services requested.

This Request for Proposal does not commit the City to award any contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure a contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, and/or to cancel this RFP in part or in whole, if it is in the best interest of the City to do so.

All documents and submittals provided with the RFP response shall become the property of the City, and shall be subject to public inquiry and dissemination as required. Any response that is submitted in full as "confidential" or "proprietary" shall be rejected as non-responsive, no exceptions.

All costs proposed shall remain firm for one-hundred twenty (120) days from the date of the RFP opening.

Bid Bond Requirements:

Each response to the RFP shall be accompanied by a bid bond, in the amount of 5% of the total bid price. No response shall be considered unless it is accompanied by the required guaranty. The bid guaranty shall be furnished by the successful bidder. The bid guaranty shall insure the execution of the bid and award, and the furnishing of a performance bond by the successful bidder. Bid bonds by salesman or agents of the manufacturer are not acceptable. Bids shall remain firm for a period of at least 60 days. An exception to this requirement will not be allowed. A cashier's check will not be an acceptable in lieu of a bid bond.

Performance Bond Requirements:

The successful Contractor shall furnish a good and satisfactory performance bond for 100% of the Contract amount and power of attorney within 30 days after “notification of award” by the Purchasing Department insuring the Contractor's faithful performance of the Contract conditions. Such bond shall be written by a surety qualified to do business in Michigan and both the surety and the bond are subject to the City's approval. Any performance bond shall be furnished by the successful bidder. A performance bond by salesman or agents of the manufacturer is not acceptable. An exception to this requirement will not be tolerated.

Communication Restriction:

The City of Grand Rapids Purchasing Department shall be the sole point of contact for purposes of information concerning this RFP. From the date that this RFP is issued until the date the Contract is awarded, interested parties should not contact any official or employee of the City for additional information concerning this RFP, except in writing directed only to the contact listed herein, or the City Purchasing Agent. Any requests for clarification or additional information regarding this RFP shall be directed in writing. If a prospective Proposer engages in any unauthorized communication, the City may reject that Respondent's proposal(s).

Cost of Preparation:

The Respondent shall be responsible for any and all costs incurred in the development and submission of any response. The City assumes no contractual obligation as a result of the issuance of the solicitation, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Respondent have executed a written Contract for performance of work.

Discrepancies or omissions:

If a Proposer should find discrepancies or omissions in these documents, he/she should at once notify the Purchasing Agent/buyer. The Proposer is required to furnish any information regarding any additional costs not covered herein by the City with their proposal. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under any contract.

Non-Collusion:

By signed submittal and completion of this document, the Proposer certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

RFP/Solicit Cancellation:

The City reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the City. Such cancellation notice shall be provided to all respondents prior to final contract execution.

Economy of Responses:

Responses and presentations should be prepared simply and economically, providing a straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be placed on completeness and clarity of content.

Multiple Responses:

Multiple responses or solutions, defined as the submission by the same Proposer of two or more responsive responses offering an alternative which meet the requirements of the solicitation, will be considered. Multiple responses shall be submitted separately and will be evaluated as independent responses.

Reserved Rights:

The City of Grand Rapids reserves the right to request any additional information which might be deemed necessary after responses are submitted as it deems in its own best interests to do so.

Further, the City, as it deems in its own best interest, reserves the right to:

1. Reject any or all bids.
2. Issue subsequent RFP's.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular subcontractors.
6. Solicit best and final offers from all or some of the Proposers.
7. Award an agreement in its own best interests.
8. Waive informalities and irregularities in responses and/or services proposed.

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of any Agreement and to verify the accuracy of the contents of responses.

Questions:

Any formal requests for clarification, questions, or additional information regarding this solicitation shall be submitted in writing no later than 2:00 p.m. September 18, 2017 per the following contact information:

Tony Wojciakowski
Buyer, Purchasing Department
300 Monroe NW Suite 720
Grand Rapids MI 49503
Phone: (616) 456-4178
Fax: (616) 456-3339
Email: awojciak@grcity.us

Any questions received after September 18, 2017 2:00 pm shall not be considered. Questions received prior to the stated deadline will be collated into a single Addendum document to be provided to all proposers, on or about September 21, 2017. Any and all questions, requests for clarification or

additional information received by the City regarding this RFP will not be considered confidential in any way, shape, or form.

Addendum:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the response due date. Any such Addendum or correction shall be provided through the Advantage360 system. Respondent should not rely on any representations, statements or explanations other than those made in this RFP or in any written Addendum to this solicit. Where there appears to be conflict between the RFP and any Addenda issued, the last Addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all Addenda. The Proposer should verify with the City's Advantage360 site prior to submitting a response that all Addenda have been received. Proposers are required to acknowledge the number of Addenda received as part of their responses.

Proposers who obtain copies of this solicit from sources other than the City's Advantage360 website risk the potential of not receiving addenda, since their names will not be included on the vendor list for this particular solicit. Such Proposers are solely responsible for those risks.

Submittals Deadline:

The City requires submittal of one original and two (2) hard copies of the RFP response, each properly labeled, as well as an electronic version provided on a flash drive, cd-rom, or other media.

Fields contained within this RFP document shall be completed where requested; the Company name shall be entered in the areas provided at the bottom of each page where requested. Responses should contain the elements of information requested. All proposal pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an "Exception" in the fields provided.

All responses, documents, terms, and information related to the proposer's response to this RFP shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc shall be recognized or accepted if not initially submitted with the response to this RFP.

Proposal responses and submittals shall be received and date-stamped by the City's Purchasing Department no later 11:00 A.M. October 12, 2017.

Responses must be shipped in one box or package with the following information prominently displayed:

Purchasing Department - City of Grand Rapids
300 Monroe NW Room 720
Grand Rapids, MI 49503

Request for Proposals 958-72-05
Parking Enforcement/ALPR Solutions
Due: October 12, 2017 11:00 AM EST

Company Name: #####

If the response is sent by mail or commercial express service, the Respondent shall be responsible for actual delivery of the response to the City Purchasing Department before the deadline. All responses become the property of the City of Grand Rapids. The content of all responses shall be held confidential and sealed until after the public bid opening.

Late Proposals, Modifications, or Withdrawal

Proposals received after the date and time indicated will not be accepted or considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the City’s Purchasing Department prior to the proposal submission deadline. Following the deadline date proposals will be considered firm.

Price Quotations:

All costs and prices shall be quoted in U.S. dollars. Pricing/Rates proposed for complete services as described herein shall be inclusive of all overhead, all fuel costs, mobilization, labor, materials, equipment, scheduling, parking fees, setups, incidentals, profit, mailing and postage costs, and all other miscellaneous cost borne by the contractor throughout the life of the contract. Any required travel costs shall be provided as an estimate at standard rates (ie coach airfare, standard room rental, etc); any travel costs above standard rates shall be at the contractor’s cost. In case of error in the extension of prices in the response, the unit prices shall govern.

Solicit Evaluation/Award:

The City reserves the right to award to any proposer, or multiple proposers, for any services or solutions as it deems in its own best interests to do so. Upon initial award recommendation by the internal review team, the Purchasing Department may, at its’ sole discretion, provide appropriate notice through the Advantage360 system, or by email.

The City reserves the right to award in total, to reject any and all responses in whole or in part, and to waive any informality or technical defects, if, in the City’s sole judgment, the best interests of the City will be served. The solicitation file shall contain the basis on which the award is made. The award of this RFP and any subsequent contract shall be at the sole discretion of the City.

Review for Defects: Submitted responses will be reviewed for their timeliness, format, completeness, and the correct number of submittal copies. Responses may be rejected by being late, incomplete, incorrectly formatted, or incorrect number of copies. This review may waive any defects or allow vendors to submit a correction if determined in the best interest of the City. If a late response is rejected, the response will not be opened or evaluated for format or completeness.

Evaluation and Review: An evaluation committee, formed at the City’s sole discretion, will evaluate and numerically score each response that has passed Review for Defects. The evaluation and award for this solicitation shall be made to the responsible offer whose response is determined in writing to be the best value for the City taking into consideration the evaluation factors set forth in this document.

The City will use the following criteria to evaluate the responses which, in the City's opinion, will best serve the City's interest in obtaining the desired service levels:

- A) Company information, including financial stability (10 points)
- B) References, experience (15 points)
- B) Proposed product solutions, including technical requirements, (25 points) integrations, timeline, and product functionality
- C) Staff qualifications (15 points)
- D) Warranty (5 points)
- E) Costs and fees (30 points)

The evaluation team will develop a composite rating indicating the collective ranking of the highest rated responses in descending order. The evaluation team may then conduct interviews and presentations with the top ranked responses, usually the top two (2) or three (3) depending upon the number of responses received ("short-listed"). The short-listed responses shall be invited to participate in the evaluation/pilot program. After the evaluation/pilot program commences, the City will re-evaluate the short-listed responses (which may include re-ranking) to include the evaluation/pilot program results.

Upon final award identification and selection, negotiations may then be conducted with the response so selected. The evaluation committee may request a further interview and/or make a recommendation for the Contract award, at the committee's sole discretion.

Interview/ Presentation: The City reserves the right to require an interview with any bidder as it deems in its own best interests. The interview shall be scheduled within 5 days of request by the City, at a time and location as scheduled by the City. Any interview/presentation will be at a time and place to be determined by the City. The vendor will be notified in advance of the specifics if such a presentation is required. The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to award or to continue discussions with the Respondent.

The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to award or to continue discussions with the Respondent. Oral presentations are an option of the City that may or may not be conducted. The evaluation team reserves the right to re-rank or re-evaluate proposals based on the results of the presentations in consideration of the final award. Failure to comply with the presentation request shall result in the bid being rejected as non-responsive.

Negotiations: The City reserves the right to select the response that best fits the requirements of the City, and upon recommendation for award, enter into contract negotiations, and/or request revised responses from the recommended Proposer. If the City and the recommended or selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another recommended selected Proposer. This process will continue until a contract acceptable to the City has been executed or all selected responses are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Debriefing: Upon the RFP opening date, a tabulation of respondents by company name will be made available; review of submittals will not be allowed at that time. The entire solicitation file, including responses, submittals, ratings and justifications of award, will become public information and may be

available for review upon request, only after final award approvals are completed. Debriefing requests shall be by appointment only.

RFP Submittal Checklist:

- Advantage360 Registration
- One (1) Original and two (2) copies of the signed, completed RFP Document with all additional proposal information
- Bid Bond
- Three (3) copies of the signed Contract Page (in blue ink)
- Completed litigation statement
- Completed conflict of interest statement
- Certificate of Insurance, Cybersecurity Due Diligence Checklist

AGREEMENT TERMS & CONDITIONS

AGREEMENT

Between

The City Of Grand Rapids
Michigan

and

(Consultant)

for

Project No. 936-37-05

General

This Agreement entered into this ___ day of ___, 2017 by and between the City of Grand Rapids, Michigan, a Michigan municipal corporation, 300 Monroe Avenue, NW, Grand Rapids, MI 49503, pursuant to and under the authority of City Commission Proceeding No. ___, dated _____ (“the City”), and _____ (“the Consultant”);

WHEREAS, the City desires to obtain various professional consultant services related provision and installation of _____;

WHEREAS, the Consultant desires to provide Grand Rapids with professional services related to those matters;

NOW, THEREFORE, in consideration of the foregoing and the acceptance of all responses, verbal and written, submitted by the Consultant to the Request for Proposal #958-72-03, hereby incorporated by reference, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

The City of Grand Rapids “General Conditions and Instructions to Bidder” are hereby incorporated by reference.

All information in a bidder’s response and the subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

Any and all financial, statistical, personnel, technical and any other data and information relating to the City’s operations shall remain strictly confidential. Any breach of confidentiality pertaining to any part of the City’s operations shall result in immediate contract termination.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business,” as that term is defined in the Act.

The City shall not be bound by any part(s) of any separate agreements which contains information, options, conditions, terms, or prices not requested nor required in this contract unless such conditions are agreed to by both parties prior to entering a contract.

Any and all financial, statistical, personnel, technical and any other data and information relating to the City’s operations shall remain strictly confidential. Any breach of confidentiality pertaining to any part of the City’s operations shall result in immediate contract termination.

Non-Discrimination:

The bidder agrees not to discriminate against any employee or applicant to be employed in the performance of such contract with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Civil Rights Act." The bidder further agrees to require similar provisions from any sub-contractors used to service this proposal.

Taxpayer Identification Number Certification:

Bidders are certifying with the signature applied to this response the following,

1. The number shown on this document is the correct taxpayer identification number (or I am waiting for a number to be issued to me)
2. I am not subject to backup withholding,
 - (a) I am exempt from backup withholding, or
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a failure to report all Interest or dividends, or
 - (c) the Internal Revenue Service (IRS) has notified me that I am no longer subject to backup withholding and
3. I am an U.S. person (including an U.S. resident alien)

Certification Instructions:

You shall cross out item #2 above if you have been notified by the Internal Revenue Service (IRS) that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item #2 does not apply.

Non-Collusion:

By signed submittal and completion of this document, the Contractor certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Contractor understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Bid Bond Requirements:

Each response to the RFP shall be accompanied by a bid bond, in the amount of 5% of the total bid price. No response shall be considered unless it is accompanied by the required guaranty. The bid guaranty shall be furnished by the successful bidder. The bid guaranty shall insure the execution of the bid and award, and the furnishing of a performance bond by the successful bidder. Bid bonds by salesman or agents of the manufacturer are not acceptable. Bids shall remain firm for a period of at least 60 days. An exception to this requirement will not be allowed. A cashier's check will not be an acceptable in lieu of a bid bond.

Performance Bond Requirements:

The successful Contractor shall furnish a good and satisfactory performance bond for 100% of the Contract amount and power of attorney within 30 days after "notification of award" by the Purchasing Department insuring the Contractor's faithful performance of the Contract conditions. Such bond shall be written by a surety qualified to do business in Michigan and both the surety and the bond are subject to the City's approval. Any performance bond shall be furnished by the successful bidder. A performance bond by salesman or agents of the manufacturer is not acceptable. An exception to this requirement will not be tolerated.

Insurance Coverages:

The Contractor shall provide and maintain continued insurance coverage as required by the City (see "Exhibit I" as needed) throughout the life of the Agreement. Failure to maintain insurance coverage required by the City, or failure to provide proof of the required coverage in a timely manner, shall result in cancellation of the Agreement.

Indemnity Requirements:

Upon execution of the Contract, the Contractor shall agree to assume all liability for and protect, indemnify and save the City, its agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or the parties hereto, and their agents contractors, sub-contractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the contract, whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officers and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the City by reason of any law of the State of Michigan or the United States, now existing or which shall hereinafter be enacted, imposing

any liability or liability or obligations, or providing for compensation to any person or persons on account of or arising from the death of, or injury to employees, said contractor shall pay, settle, compromise, and procure the injury to employees, said contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, and expenses.

Confidentiality:

The Contractor acknowledges and understands that its employees may have access to proprietary information, blueprints, drawings, business information, or other confidential information belonging to the City of Grand Rapids. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, facsimile transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Contractor understands that the City or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the City’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material at any time.

Contacts:

The Purchasing Department is the sole point of contact in the City of Grand Rapids with regards to all contractual matters relating to the commodities and/or services described herein. The Purchasing Department is the only office authorized to change, modify, amend, alter, clarify etc, the specifications, terms, and conditions of this agreement.

The project manager when hereinafter used shall refer to the contact person for the successful vendor for day-to-day operations.

Statements of Work - Ongoing, Additional services:

The contractor shall work closely with the City Project Manager, as well as other City staff as necessary, to coordinate strategic direction and the vendor will work directly with individual departments to complete any necessary discovery and validation needed to develop a recommendation for a solution to the departmental need(s).

The Contractor shall issue a Statement of Work (SOW) for any additional engagement(s) to be completed subsequent to the initial implementation. Each SOW shall be provided to the project manager for the specific service, prior to execution of said service. The SOW shall be under the terms and conditions of the existing contract, and include but not be limited to a complete breakdown of all items, labor, services, programming, incidentals, etc to be based on the pricing provided for in this RFP response.

All work and services shall be provided during normal business hours. SOW’s shall be simple, clear, and easily understood, and include but not be limited to:

- Project Name – This is often used as a reference for billing and communication. The contract number and terms and conditions should also be referenced and provided.
- Contact Information – This should include the contact information for the vendor, City staff, and department staff
- Scope of Work, Deliverables - This describes in detail the exact nature of the work and specific tasks to be performed to complete this project, including but not limited to total labor hours by classification, materials, etc. It may also include a description of work that is considered “out of scope” for this project.
- Customer Responsibility – This describes any City resources needed in order for the contractor to perform the tasks and complete the project.
- Completion Time - This specifies the start and completion dates and may specify specific working hours.
- Total Costs –The quotation should define all of the charges, fees, and rates that will be charged for specified work and/or materials. The amounts should not be estimated but instead represented as actual unit and total dollar amounts to be billed and/or in a “not to exceed” format, based on rates provided in this RFP response. A detailed breakdown of labor hours, costs, and tasks shall also be identified.

- Acceptance Signatures – No work shall commence until the SOW has been signed by the Department and Information Technology Director.

SOW Authorization:

All signed SOW's shall be provided to the project manager as well as to the Purchasing Department director/buyer for review and analysis of any additional approvals that may be required. No work or services shall commence until the City provides signed authorization and purchase order is issued.

Workmanship:

The City desires all services provided under this contract to be performed by competent and experienced personnel. Services and work shall be closely supervised and approved by a management representative of the Contractor. All work shall be subject to inspection at all times and shall be in compliance with any and all requirements established by the specifications and terms and conditions of this contract. All work shall be of the highest quality and in strict accordance with generally accepted trade practices. The Contractor shall at all times keep all areas in a clean and safe condition.

Services by the Contractor:

The Contractor shall provide such professional services as may be necessary to accomplish the work required to be performed and shall at its cost, furnish all necessary personnel, equipment, materials, and incidental items required as a part of his/her work, even though not particularly specified or indicated to competently perform the work.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner. The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the service.

Services provided by the Contractor under this agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports, preliminary plans, designs, drawings, specifications, procurement documents and other services furnished for the City by the Contractor.

In the performance of all services provided through this contract, the Contractor shall comply fully with all applicable laws, court decisions, and administrative regulations, and with all regulations and rules of the City. The City shall not be responsible for any failure to adhere or follow any applicable laws, rules, and regulations, or for any penalties incurred in relation to any such failure.

The Contractor shall also render itself fully cognizant of all personnel and operational procedures of the City which may be substantially impacted by the strategies recommended by the Contractor, and shall identify such impacts to the City. The Contractor shall not proceed with proposed strategies in areas so impacted without the approval of the City.

The City shall not be responsible for discovering deficiencies in the technical accuracy of Contractor's service. The Contractor shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without any additional compensation from the City.

Approvals by the City of drawings, designs, specifications, reports and incidental consulting work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

Acceptance of services, including payment for same, shall not relieve the Contractor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. During any other phase of work performed by others based on service provided by Contractor, the Contractor shall confer with the City when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error, or omission without additional compensation, even though final payment may have been received by the Contractor. The Contractor shall give immediate attention to these corrections and/or changes.

In the event of any negligent act, error or omission which the City determines to be the responsibility of the Contractor in any phase of the service, the correction of which may require additional field or office work, the Contractor shall be promptly notified by the City and shall be required to perform such corrective services as may be necessary without delay and without additional cost to the City.

The contractor will be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications, and shall assume full responsibility for all materials and workmanship used. He/she shall provide, without extra charge, all incidental items required as a part of his/her work, even though not particularly specified or indicated.

Any inability by the contractor for any and all reasons to maintain a regular and consistent work force may result in default of this contract.

Parking fees, costs, and/or fines shall not be provided or reimbursed by the City. A parking area may be provided, but a parking space is not guaranteed (“first-come first-served”). The contractor and their employees shall be responsible for any parking fines or fees incurred during the performance of services.

The Contractor shall agree to maintain security standards consistent with security policy of the City. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties. The Contractor shall be required to ensure that all personnel employed on the contract, which require access to City Of Grand Rapids information or facilities, meet the criteria for personal security clearance prescribed by the City.

Performance by Subcontractors:

The City understands and agrees that the actual performance of the services shall be made by the primary contractor as specified herein on the bid form page. For purposes of this agreement, performance of the services by any subcontractor shall be deemed as performance by the primary contractor itself. The successful contractors must obtain approval from the authorized City project manager for each such subcontractor. The primary contractor shall remain exclusively responsible for the performance or non-performance of the services by any subcontractor, to the same extent as if the primary contractor itself performed or failed to perform such services. Rates for subcontractor staff will not exceed any fee schedule established for the contractor for the job title/classification. The City agrees to solely consider the primary contractor, and not to any subcontractor, for satisfaction of any claims that the City may have arising out of this Agreement or the performance or nonperformance of services. In the event the prime contractor utilizes one or more subcontractors, the prime contractor will assume all responsibility for performance of services by the subcontractor(s).

Errors and Interruptions

The City requires industry-standard downtime and service interruption. When an error or interruption occurs in the Services, the Contractor shall inform the City as soon as possible. The Contractor shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Contractor within one hour from the date when the error or interruption is reported to the Contractor, then the Contractor may issue a credit for the Services during such downtime. Time spent by City of Grand Rapids to restore and support to interruptions and errors caused by the selected vendor and attributable to the selected vendors shall be charged at the hourly rate of \$250.

In the event that the City of Grand Rapids and the Contractor disagree about whether an error or interruption has been resolved, City of Grand Rapids and the Contractor shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then Client shall not be entitled to a credit for the Services during the downtime.

Non-assignment:

The contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Grand Rapids.

Contract term, Renewal:

The initial contract term shall be for a one-year term from date on the contract, with subsequent options of three, one (1) year renewal options thereafter. Any further or additional contract terms shall be negotiated and mutually agreed between the parties. Costs and fees shall not be paid or provided upfront, and shall only be paid during the timeframe actual services are rendered. Renewals shall be for the same period of the following years upon mutual agreement. Costs and pricing provided to the City herein shall remain firm for each contract period.

Management of service contracts:

The City's designated project manager shall be responsible for the day-to-day operation of the services and performance monitoring. Contractors are to note and document any performance or problems with the contract to the City Purchasing Department; City project managers will do the same with regard to the Contractor. This process does not relieve Departments or Contractors of any other responsibility to purchasing including expenditure amount and providing services not specifically in the contract. Questions concerning any issues should be addressed to the Purchasing Department (see modifications).

Modifications:

This contract shall not be modified, amended, extended, or augmented without prior approval of the City. Changes of any nature reflecting a material modification or change to this Contract, or any increase or decrease in total costs, shall not be permitted without a properly drafted Change Order provided by the City Purchasing Agent or designee.

Compensation:

The compensation to be paid to the Contractor for services under this Agreement shall be as provided in the proposal. Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the City for services described in this agreement is limited to the not-to-exceed amounts as specified in the subsequent contract(s) and any purchase order(s) and, unless this Agreement is modified in writing after the City Commission has authorized additional funds. The City is not obligated to spend any minimum or maximum obligation authorized under this Agreement.

The Contractor shall be responsible for adherence to any local, City, State, and Federal rules, regulations and ordinances and shall be required to obtain, pay for at its own expense, and maintain all applicable permits, licenses and fees pertaining to services or work required herein throughout the life of the contract. Failure to renew any applicable licenses and certifications, or the loss of thereof, may result in immediate cancellation of the contract.

City Income Tax to Be Withheld:

The Contractor shall certify the status of such payment to the City by Affidavit assuring the City in regard to the withholding of income taxes, as needed.

Personal Property Tax:

The Contractor shall certify the status of such payment to the City by Affidavit assuring the City in regard to the payment of property taxes, as needed.

Invoicing:

All invoicing of goods and services related to the project shall be in U.S. dollars, and shall be forwarded to the City's project manager. During the performance of services under this Agreement, the Contractor shall submit detailed invoices in the format requested by the City, accompanied by adequate supporting documentation, and include a brief progress report delineating the progress on each task of the services.

The Contractor shall furnish Affidavits of Payment for all subcontractors, and for major suppliers, to the City for all invoices, and when requesting final payment for services under this Agreement. The City shall not be liable for any such reimbursable expenses that have not been approved and referenced in the contract and/or any Statement of Work.

The successful contractor shall be aware that invoicing shall be accepted only from the contractor as listed on the response form and subsequent term purchase order and only in the format as specified herein. Invoices not meeting this requirement shall be discarded. No consideration shall be made by the City on behalf of the contractor for any reason in these circumstances. In these circumstances corrected invoices resubmitted for payment shall not be considered after (90) ninety days.

Non-Reimbursable Charges:

Pricing proposed shall include all overhead expenses and incidentals which shall include, but not be limited to shipping/delivery, travel time (prior to reaching the work site), per diem, vehicle costs and equipment charges (prior to reaching the work site), and any and all fuel surcharges. No additional costs shall be recognized unless negotiated and agreed to in writing by both parties.

Method of resolving dispute:

The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its

obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the SOW; and claims for damages, compensation and losses.

The Contractor shall be bound by all written determinations or orders and shall promptly comply with every written order of the Project Manager, including the withdrawal or modification of any previous written order and regardless of whether the Contractor agrees with the Project Manager's written determination or order. Any orders shall be issued in writing by the Project Manager; any verbal orders or instructions are not acceptable.

The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

Should an inspection by the City of Grand Rapids project manager reveal that the contractor's service or work results in any non-acceptable condition:

- A. The City of Grand Rapids project manager at the time of the first circumstance shall call for a meeting with the contractor to eliminate any misunderstanding on the issues involved and work towards an acceptable solution for both parties.
- B. If the condition should repeat itself a second time, or continue in an unacceptable manner, the City of Grand Rapids project manager, in conjunction with the Purchasing Agent/buyer, shall issue a written warning of possible contract termination should the condition continue.
- C. If the condition should repeat for a third time, the City of Grand Rapids project manager and the Purchasing Agent shall call for another meeting with the contractor and a written notice of contract termination shall be issued by the Purchasing Department.

The Contractor shall continue to perform all services during any dispute resolution.

Records to Be Maintained, Access to Records:

The Contractor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the services defined in this Agreement in accordance with generally accepted professional consulting and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection.

The Contractor shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date of final payment for the Project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception. Upon completion of the project, the Contractor shall provide to the City electronic copies of all interview notes, planning, assessment, design, and implementation documentation created for the project.

Liability:

The City and its employees shall exercise ordinary care in protecting the property of the vendor on City property, but shall not be held liable for any damage to the vendor's property due to weather, floods, fire, elements, normal usage, or any other causes. Should any damage or defects in the vendor's property or equipment be observed by the City, notice will be summarily given as to the extent and nature of the damage or defect, and the responsibility for repair or replacement of the defective equipment shall rest solely with the vendor.

Reports:

The contractor shall be required to report the contract usage by City departments, including but not limited to usage/quantities, amounts paid to the Contractor, weigh slips, etc. All records, regardless of physical form, and the accounting practices and procedures of the contractor relevant to this contract shall be subject to examination by the City. Such records shall be reported when requested by the buyer in the City of Grand Rapids Purchasing Department or other internal City staff. Contractor shall maintain all of the applicable records for at least three years following completion of this contract.

Should an audit, inspection, or examination of the contract disclose any overpricing or overcharging of any nature by the Contractor to the City, the Contractor shall reimburse, through either cash remuneration or crediting of the City's account, the actual amount of the overcharge. Failure to provide reimbursement in a timely manner to the City shall result in immediate contract cancellation.

Independent Contractor:

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Grand Rapids. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Grand Rapids and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Grand Rapids, nor shall any such person be entitled to any benefits available or granted to employees of the City of Grand Rapids.

Suspension of Services:

The City may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the services for such period of time as may be determined to be appropriate for the convenience of the City. In the event of such a suspension, the Contractor may be entitled to extra compensation for damages if there are documented wage or material cost increases; however, the Contractor shall make no claim for lost profit, office overhead or other damages. The City will be responsible for Contractor losses, performance failures, delays, and work stoppages when they result by the City's failure to provide information or performance of other actions that creates project delay. The extra compensation will be submitted as change orders to the project. An exception to this would be any losses suffered as a result of a labor strike, city work stoppage, or acts of nature.

Liquidated Damages:

It is acknowledged that the Contractor's failure to deliver and install a fully-functioning PARC solution by the date agreed upon between the Contractor and the City may cause the City to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the City of Grand Rapids, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the City of Grand Rapids as against Contractor and its Surety, in the event of delayed delivery/installation. Therefore, Contractor shall be liable to the City of Grand Rapids for payment of liquidated damages in the amount of one thousand dollars (\$1000) per unit, per day that delivery/installation is delayed beyond the agreed upon delivery/installation date. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the City of Grand Rapids without limiting the right of the City of Grand Rapids to terminate this agreement for default as provided elsewhere herein.

Termination:

The City may, at any time prior to the completion of full performance by the Contractor, terminate the Agreement by giving written notice not less than thirty (30) days prior to the effective date of its intention to do so. Such termination may be for cause or for the convenience of the City.

If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the effective date of the notice of termination, less any payments previously made. Should the City be eligible for any reimbursement based on pro-rated formula(s), such reimbursement shall be promptly paid to the City. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.

The City may terminate this Agreement for cause upon thirty (30) days' notice if the Contractor has substantially failed to perform in accordance with the terms of the agreement, including but not limited to the requirement that the Project be completed in a timely manner. If the termination is for cause, the City shall compensate the Contractor the amount of any fees earned prior to the effective date of the notice of termination, less any payments previously made and less any amount retained by the City to defer additional cost the City may sustain in connection with the unsatisfactory performance of the Contractor, including but not limited to costs associated with finishing the project.

Failure of the PARC system to accept the payment operations specified herein when upon implementation and completion shall be considered to be in breach of contract and may lead to the cancellation of the contract; all associated costs shall be the sole responsibility of the Contractor.

In the event that the City terminates the Agreement for cause pursuant to this section, and it later determined that the City did not have sufficient cause for the termination, the City shall compensate the Contractor as if it had terminated the Agreement for its convenience.

In the event the Agreement is terminated prior to its completion, the Contractor, upon payment as specified in this section, shall deliver to the City all reports, interview notes, and other documents, including electronic files, which have been prepared in the course of the work done under this Agreement. All such material shall become and remains the property of the City, to be used in such manner and for such purpose as the City may choose. It is further agreed that in the event the City shall terminate this Agreement due to failure to properly perform in a manner satisfactory to the Project Manager, the City may make such arrangements as it desires for the completion of the Project. The Contractor shall make no claim for additional compensation against the City by reason of such termination, beyond the amounts described in this section.

Vendor shall note: if the City obtains or becomes aware of any past or pending complaints, disciplinary actions, civil actions, criminal actions, etc concerning the Contractor, the City reserves the right to unilaterally cancel the contract immediately, as it deems in its own best interests to do so.

Failure of the PARC system to accept the payment operations specified herein when installed shall be considered to be in breach of contract and may lead to the cancellation of the contract and all associated costs shall be the sole responsibility of the Contractor.

Remedies:

All claims, counterclaims, disputes and other matters in question between the City and the Contractor, including their agents, employees, subcontractors, Contractors or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within the County of Kent, State of Michigan, or in the U.S. District Court for the Western District of Michigan. This Agreement is to be governed by and interpreted in accordance with the law of the State of Michigan.

Waiver:

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Severability:

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Press Release or Other Public Communications:

Under no circumstances shall the Contractor without the express written consent of the City: a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and b) Communicate in any way with any Contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.

Proprietary Rights

a) The Consultant hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Consultant hereunder or furnished by the Consultant to the City and/or created by the Consultant for delivery to the City, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this agreement. The Consultant shall not, without the prior written consent of the City, use such documentation on any other project in which the Consultant or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

c) Accordingly, neither the Consultant nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Consultant, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Consultant's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Consultant and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Consultant hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

Ownership of Data:

All information provided by City and any reports, notes, and other data collected and utilized by Contractor, its assigned employees, and/or subcontractors, pursuant to this Agreement, shall become the property of City as prepared, whether delivered to City or not. Unless otherwise provided herein, all such data shall be delivered to City or its designee upon completion of the Agreement or at such other times as City or its designee may request.

Acceptance of Facsimile, Scanned, or Electronic Signatures:

The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image or such other electronic means including a signature entered into the City's Purchasing Software. Such facsimile, scanned, or electronic signature shall be treated in all respects as having the same effect as an original, wet-ink signature.

Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Entirety of Agreement:

This Agreement, and any attachments, incorporated by reference, constitutes the entire agreement between City and Contractor relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this response are the only conditions applicable to the response and any ensuing contract and the bidders authorized signature affixed to the response solicitation signature form attests to this. If you condition your bid on such additional terms and conditions, your bid shall be rejected as non-responsive.

EXCEPTIONS

Company Name: _____

RFP responses comply with all instructions, terms and conditions contained herein: Yes No

If “No” list Exceptions below in detail, listing page and specification numbers for each exception noted. Use additional sheets if necessary. Any exceptions to the attached specifications, terms and conditions, solicit objectives, or other City Documents must be clearly stated in the response to this solicitation. If any exceptions are taken, an explanation must be made giving in detail the extent of the exception and the reason for it. Failure on the part of the Respondent to list exceptions as instructed above will be interpreted that the Respondent has taken no exceptions and that his offering is in complete conformance to the specifications and solicit objectives contained herein. Any exceptions or deviations discovered after the closing date will be to the Respondent’s account and, consequently, will not be considered or negotiated.

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