



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 #550-38-125
Solicitation #: RFP 233 18000006
Electric Vehicle Charging Stations Solution

Proposal Due Date: October 26, 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 electric vehicle charging station solutions.

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 a Requests for Proposal (RFP) to obtain proposals from experienced and qualified vendors for the purchase and installation of hardware and accompanying software implementation for facilitation and management of our electric vehicle charging stations. The City currently has 9 charging stations installed across the parking system and City facilities obtained through the ChargePoint America Program in 2011. Downtown continues to change and grow and the Department has particularly seen an increase in contractors utilizing this service to provide parking for workers, safety to job sites and loading/unloading areas. It is expected that the implemented solutions and services will provide better experiences to our customers and 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. The City is interested in establishing a relationship with a contractor who offers the latest services and technology based upon industry trends and standards and continues to expand the capabilities of their system.

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>

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:

Key milestones for the procurement are shown 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	September 29, 2017
Deadline for Clarifying Questions	October 12, 2017 2:00pm
Proposal Submission Deadline	October 26, 2017 11:00am
Select Vendor Interviews/Presentations	November 20, 2017
Targeted Notice of Award	December 8, 2017
Targeted City Commission Approval	December 19, 2017
Targeted Contract Execution, Project Kick-Off	January 2018
Project Delivery/Completion	March-April 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 mission of the City of Grand Rapids’ Mobile GR and Parking Department is to continually enhance the quality of life in Grand Rapids through our strategic partnerships with the visitors, citizens and businesses through the vitality of comprehensive parking and transportation services. A focus on improved access, greater mobility, compliance, and increased vehicular and pedestrian safety are the guiding principles of our programs.

The Mobile GR and Parking Department is a public parking operation that owns and operations ten multi-level parking ramps and 33 surface lots and manages more than 10,000 off-street parking spaces. Parking revenues are generated from parking ramps and surface lots, parking meters, permits and management of non-City owned facilities. The City uses Amano McGann access and revenue control equipment to manage these facilities. Currently there are five types of billing: monthly cards, validation, special events, meter hooding, and residential parking permits.

Mobile GR and Parking Services Department has 2,700 on-street paid spaces. The City uses Duncan CK single space meters, Civic Smart Liberty meters and Parkeon-Strada multi-space meters. The current meter rates vary from \$1.00 per hour to \$2.25 per hour and the hours of enforcement are Monday – Saturday from 8am – 6pm. Future expansion of ramps, lots and meter rate increases and enforcement hours is expected.

As previously stated, the City currently has 9 charging stations across the parking system (originally installed by Coulomb Technologies). Information on each location is as follows:

- 1) Government Center Ramp, 300 Monroe Ave NW, Grand Rapids, MI: charging station in the ramp, Ottawa level, Model CT2100-HD-CDMA-CCR SN113610008374
- 2) Government Center Ramp, 300 Monroe Ave NW, Grand Rapids, MI: charging station on Ottawa Street, Model CT2100-HD-CDMA-CCR SN11361008380
- 3) Ottawa-Fulton Ramp, 50 Ottawa NW, Grand Rapids, MI: charging station on Level A, Model CT2100-HD-CDMA-CCR SN113610008378
- 4) Weston Ramp 1, 16 Weston SW Grand Rapids, MI: charging station in the ramp, Model CT2100-HD-

CDMA-CCR SN113610008377

- 5) Gallery on Fulton Ramp, 10 Commerce Ave SW, Grand Rapids, MI: charging station near entrance, Model CT2100-HD-CDMA-CCR SN113610008376
- 6) Oak Industrial Lot, 300 Monroe Ave NW, Grand Rapids, MI: Model CT2020-HD-GPSR1-CCR SN123820000147
Oak Industrial Lot, 300 Monroe Ave NW, Grand Rapids, MI: Model CT2020-HD-GPSR1-CCR SN123820000147
- 7) Wastewater Lot, 1300 Monroe Ave SW, Grand Rapids, MI: Model CT2020-HD-GPSR1-CCR SN123820000133
Wastewater Lot, 1300 Monroe Ave SW, Grand Rapids, MI: Model CT2020-HD-GPSR1-CCR SN123820000133

The City cannot resell electricity and thus cannot charge for the electricity used during the charging; however, fees, additional to the cost of parking, are levied to recover costs associated with the service. These spaces are treated as premium spaces and charge \$0.50 per hour for spaces adjacent to the charging stations, in addition to the cost of parking.

SCOPE OF SERVICES

The City of Grand Rapids is seeking proposals from qualified and experienced provide turnkey electric vehicle charging stations and corresponding software solution with options for all current and planned on and off-street parking areas. At this time the City intends on current equipment to be replaced on a scheduled basis, while maintaining contractual flexibility for future purchase and installations.

The City desires a vendor with a minimum of five (5) years of experience with turnkey electric vehicle charging stations in the U.S. markets. 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 Proposal to result in a contract for a period of one year, with the option to renew the contract for two additional one (1) year terms at the pricing and proposal information contained herein upon mutual agreement with the Contractor. The City reserves the right to select one vendor or multiple vendors to furnish and install equipment and services described in this RFP.

Device, Data, and Integration Policies

The City of Grand Rapids Mobile GR and 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:

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

TECHNICAL SPECIFICATIONS AND REQUIREMENTS

The City of Grand Rapids Mobile GR and the Parking Services Department desires a system that will virtually allow for monitoring of electric vehicle charging usage and reporting functionality as well as payment and occupancy capabilities incorporated with our current vendors. The electric vehicle charging station management system should be equipped to support Point & Pay, ParkMobile and compatible with various Parking Access Revenue Control equipment software.

Electric Vehicle Charging Stations

The respondent shall have equipment that allows a customer to charge their electric vehicle quickly and efficiently in compliance with ADA regulations for usage. The equipment must be able to withstand varying temperatures and respondent must outline maintenance requirements associated with such equipment. Methods and forms of acceptable payment must be explained and payment software must be PCI compliant. The supporting management software should offer the capability to monitor usage and run corresponding reports. The customer should be able to see which charging station locations are available for use in real time and have access to an account to store payment data and track usage. The respondent shall have a system with the ability

to provide a map view of the system and show available charging locations based on data provided by the City. The City currently has all of the static coordinates (latitude and longitude) of the charging stations through ARC GIS.

Financial System Integration

The Respondent shall have a system with the ability to integrate with our financial applications. The City of Grand Rapids currently uses Advantage360. Support for additional packages should include, but not be limited to:

- 1. Ability to analyze electric vehicle charging station revenues and usage by location
- 2. Ability to show digital maps that indicate occupied and available charging locations across the City

Third Party Integrations

A critical part of the Mobile GR & Parking Department’s operations for all software is the ability to access data with our hardware and software providers. We are requiring that any Respondent shall have the ability to integrate with other partners through one of several methods:

Feed Access

Provide access to an RSS feed with the necessary information.

API Access

An API will provide secure data access. The API would offer the ability to export relevant data and insert relevant data as well.

Database Access

The partner will provide secure direct database access to export data and populate relevant data from external sources

Automated File Transfer and import

The partner will provide secure Automated File Transfer and importing through various methods such as scripting and ftp transfer. The process would be two-way with both importing and exporting to other systems.

Any additional data sharing methods accepted by other partners

Any data sharing methods accepted by other partners will be allowed. This must be a two-way agreement to use said method when communicating with other partners. Each data access solution will occur at a regular interval which will allow near real-time equivalency of operations across platforms. This data transfer would share relevant transactional data about the customer interaction and be able to use said data in reporting and operations with partners. The data transfer must be through secure methods.

Specific Vendor Integrations

Some portions of this project must be deployed at the first deployment date. Other portions that require functional solutions to be in place can be scheduled as a second phase deployment date.

When relevant, the vendor will have integrations with the following systems:

When relevant, the vendor will have integrations with the following systems:

Parking Access Revenue Control Equipment

- Amano McGann (Required)
- List any others

Electronic Payment (Pay-by-cell)

- ParkMobile (Required)

Enforcement Systems

- AIMS Parking (Required)
- List any others

Analytics Vendors

- Smarking (Required)
- Azteca Cityworks
- List any others

Financial Management System Integrations

- A360 Financial Management (Required)
- BS&A

Data Integrity

The Respondent shall demonstrate PCI Compliance. The City requires any vendors with access to payment information to be PCI compliant. Encryption of credit card data must be performed. All passwords and credit cards must be hashed and salted. No financial or identifying data shall travel unencrypted over public networks. The Respondent needs to provide documentation on the following (see attached Due Diligence sheets):

Level 1 Compliant: A PCI DSS Service Level 1 compliant provider has proven their ability to not only process credit cards in large volume, but also maintain the highest level of security.

SSAE 16 Compliant: SSAE 16 compliant vendors have the necessary processes in place to remain compliant in day-to-day activities.

Cybersecurity Insurance Policy: This policy will protect the City if there is a security breach of mobile payment platform.

Data Ownership

Please state the ownership of the data that is stored by your organization. This would cover whether the Respondent has the ability to retain data after the contract period, what usage of the data is allowed by the city and the partner during and after the contract period, ability of the City of Grand Rapids to export or transfer the data during and after the contract period, and the length of retention of the data. If certain portions of data are treated differently, please describe each portion separately.

Data Access and Reporting

The ability to directly access data using API or database connections is strongly desired. If data can be retrieved, please describe the methods available for users to export data and the data formats that are created for the following:

- Standard Reports
- Vendor Created Customized Reports

- User Created Customized Reports
- Direct Query Access
- Third Party Reporting Tools
- Other (describe)

TRAINING

The Respondent shall provide a program to educate, train and teach personnel in all details of the electric vehicle charging stations hardware and software. The Respondent shall submit for Mobile GR & Parking Services approval a Training Program Plan outlining how it intends to instruct the Mobile GR & Parking Services staff. The Respondent shall include in the proposal how and what type of training will be carried out. A combination of train-the-trainer and training sessions directly to Mobile GR & Parking Services designated staff will be preferred.

The Respondent shall provide a program to educate, train and teach personnel in all details of the Meter Reservation Management software to the component level as required allowing Mobile GR and Parking Services personnel to operate and understand them satisfactorily. The Respondent is to provide training on an individual basis or in a group setting as approved by Mobile GR and the Parking Services Department. The Respondent shall provide a training program for technicians and staff responsible for software, installation, implementation and maintenance of the disciplines identified herein the RFP.

QUALITY ASSURANCE, INSPECTION & TESTING

The Respondent shall develop and submit for approval a comprehensive inspection and testing plan, including test procedures and test reports, to demonstrate successful integration of all Meter Reservation Management system components; equipment, software, interfaces, and data reporting provided under this Contract. The inspection and testing plan shall include a detailed schedule indicating the sequence of each test and where and when each test will take place. The Respondent shall be responsible for managing all testing and producing test reports, the cost of which shall be included in all costs proposed.

Security and Authorization

Only those parties identified in writing after the award of the RFP will have access to electric vehicle charging station software system. The Respondent shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The Respondent shall respect and utilize security access codes.

Response Time/Support:

As part of the warranty process, the Respondent shall provide timely, same day, response for any service calls placed between 8 a.m. to 5 p.m. EST, Monday through Friday (excluding major holidays) regarding repair or replacement of any and all components identified as part of the RFP which shall malfunction.

Responses / Submittals:

The City requires submittal of one original and three (3) 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.

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 may provide off-site services
- 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, resumes of the project leads or managers, qualifications and experience of all staff anticipated to be involved in the project, including the project manager and technical staff. 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) similar contract references for any of the solutions desired 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 the 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. System stability
- c. Future sustainability and growth
- d. Security
- e. Software reliability and performance
- f. Equipment quality and performance
- g. Operator- and user-friendliness
- h. Maintainability
- i. Quality training for users and technicians
- j. Quality of maintenance and support
- k. Customer service

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

Provide a detailed narrative description for the solution(s) described herein, and how it would meet the City's goals and expectations. Respondents shall describe any and all software components, hardware components, services and tasks, including implementation, training and support required to implement a working, fully functional parking meter system fit for the intended use of the City.

The Respondent shall 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, diagnostic testing, training of designated personnel, and other phase 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. Also include any estimated City requirements that may be required.

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. Cost Proposal

For each solution proposed, provide a clear, complete, and detailed cost and price schedule for the services and requirements described in the RFP, including but not limited to:

- Purchase, installation, integration, and implementation costs for any solution
- Unit pricing for equipment and accessories utilized with each solution, and length of time the pricing will be held firm
- Software, hardware, and back-end fees

- Other on-going or recurring fees, including hourly rates for any additional service work
- Yearly costs for up to five years of Extended Maintenance and Support (to commence upon expiration of the initial one-year one-year warranty), as well as future purchase costs for equipment and accessories

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.

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. October 12, 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 October 12, 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 October 16, 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 three (3) 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 26, 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 #550-38-125
Electric Vehicle Charging Stations
Due: October 26, 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) Experience of the company (10 points)
- B) References (10 points)
- C) Proposed product solutions, including technical requirements, (30 points)
integrations, timeline, and product functionality
- D) Staff qualifications (10 points)
- E) Warranty and support services proposed (10 points)
- F) 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 evaluation committee may request an interview, or make a recommendation for the Contract award, at the committee's sole discretion, upon which negotiations may then be conducted with response(s) so selected.

Interview/ Presentation: Proposers who are selected for an interview and presentation by the evaluation committee will be provided the opportunity to clarify or elaborate on the proposal, including ease of use of the software application features for both the customer and the City, ease of use of hardware and software including flexibility, better customer experience, tools, performance, integration and equipment quality and durability. The presentation/interview is expected to consist of 60 minutes for presentation; 30 minutes for questions and discussion and 30 minutes for clarification/wrap up. This is a fact finding and explanation session only, and does not include negotiation.

The City desires presentations to take place on November 20, 2017 from approximately 1-5 p.m., either in-person or over the internet. The City will schedule the time for the selected Respondents in advance, including exact date and time, as well as any specific questions or requirements.

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. Failure to comply with the presentation request shall result in the bid being rejected as non-responsive.

Evaluation of the interview may include but not be limited to the ability, capacity, skill, and financial resources to perform the work or provide the service required, the ability of the Respondent or any subcontractor to perform the work or provide the service promptly or within the time specified, without delay or interference, the character, integrity, reputation, judgment, experience, and efficiency of the Respondent or any subcontractor, the quality of performance of previous contracts or services. 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.

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 three (3) copies of the signed, completed RFP Document with all additional proposal information
- 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. 550-38-125

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 #550-38-125, 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.

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.

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.

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.

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.

Liquidated Damages:

It is acknowledged that the Contractor's failure to deliver and install the Electric Vehicle Charging Stations by the date agreed upon between the Contractor and the Project Manager may cause the City of Grand Rapids 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 Five Hundred Dollars (\$500) 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.

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.

Exception #	Description
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