

CITY OF ANN ARBOR
REQUEST FOR PROPOSAL



MOBILE LIVE FIRE / TRAINING SIMULATOR

RFP # 929

Proposal Due Date: September 21, 2015 2:00 PM

Fire Services/Safety Services Area
Administering Service Area/Unit

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION 1: GENERAL INFORMATION

A. OBJECTIVE

The purpose of this Request for Proposal, RFP No. 929, is to solicit quotations for the purchase and installation of a designed and constructed mobile live fire/training simulator as specified in Section 2 herein..

Any Proposal which does not conform fully to these instructions may be rejected.

B. QUESTIONS ABOUT OR CLARIFICATIONS OF RFP REQUIREMENTS; ADDENDA

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Respondent's in accordance with the terms and conditions of this RFP.

All questions or requests for clarification shall be submitted on, or before **2:00 P.M. (Local Time), September 16th, 2015** and should be addressed as follows:

RFP 929 Scope of Work/Proposal Content questions emailed to Craig Sidelinger, Training Officer, AAFD at csidelinger@a2gov.org

RFP 929 Process and Non-Discrimination and Living Wage Ordinance Compliance questions to Colin Spencer, Purchasing, at cspencer@a2gov.org

The person making the request shall be held responsible for delivery and verification of receipt.

Should any prospective Respondent be in doubt as to the true meaning of any portion of this Request for Proposal, or should a prospective Respondent find any ambiguity, inconsistency or omission therein, the Respondent shall make a written request for an official interpretation or correction. Such requests must be submitted via email to cspencer@a2gov.org.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the respondent's responsibility to ensure they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP and must be incorporated in the Proposal where applicable.

Each respondent must in its proposal, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a respondent to receive or acknowledge receipt of any addenda shall not relieve the respondent of the responsibility for complying with the terms thereof.

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

C. MANDATORY PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on **September 2nd, 2015 at 10:00 A.M.** Prospective contractors should meet in the Lobby of the fire station located at 1881 Briarwood Circle, Ann Arbor, MI 48108.

The purpose of this meeting is to discuss the services required with prospective respondents and to answer any questions concerning RFP No. 929. Any questions and answers furnished will not be official until verified in writing by the Procurement Unit. Answers that change or substantially clarify the proposal will be affirmed in writing. Copies will be provided to all in attendance. It is mandatory that each interested party attend this meeting. Proposals from firms that do not attend this meeting will not be considered.

D. PROPOSAL REQUIREMENTS

Respondents must submit 1 Original and 5 copies of the sealed Proposal including the fee proposal in the manner specified.

To be considered, each Respondent must submit a response to this RFP using the format provided in Section 3. Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. Any deviation from the specification must be fully described, in detail on the Explanation Worksheet section of Proposal form.

The Proposal must be signed in ink by an official authorized to bind the Respondent to its provisions. Each person signing the Proposal is required to certify that he/she is the person in the Respondent's firm/organization responsible for the decision as to the fees being offered in the Proposal and has not and will not participated in any action contrary to the terms of this provision.

Each Proposal must remain valid for at least ninety (90) days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the Proposal. The proposal shall be no more than 25 pages in length, printed in a double-sided format. Additional information provided in the appendices will not count towards the page limitations (i.e., sample presentation and other documentation required under Section 3 and 4).

E. PROPOSAL SUBMISSION

All Proposals are due and must be delivered to the City Procurement Unit on or before **September 21st, 2015 by 2:00 P.M. (local time)**. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Respondent must submit one (1) original Proposal, and (5) five additional Proposal copies in a sealed envelope and two (2) copies of the Fee Proposal in a separate sealed envelope marked fee proposal contained within the Respondent's sealed Proposal.

Proposal submitted must be clearly marked: **RFP 929, MOBILE LIVE FIRE/TRAINING SIMULATOR** and then list Respondent's name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Fl
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

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

Hand delivered Proposals will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any Respondent for any unforeseen circumstances, delivery or postal delays. Postmarking on the Due Date will not substitute for receipt of the Proposal. Each Respondent is responsible for submission of their Proposal.

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

A Proposal will be disqualified if:

1. If the Fee Proposal is not contained within a separate sealed envelope.
2. If the Fee Proposal is submitted as part of the digital copy. Provide Fee Proposal in hardcopy only.

F. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system, as shown in Section 3. The evaluation will be completed by a selection committee of staff from and/or consultants acting for the City of Ann Arbor.

At the initial evaluation, the fee proposals will not be reviewed. After initial evaluation, the City will determine top applicants, and open only those fee proposals.

The City does not anticipate holding interviews for these services. However, the City has the right to request interviews with selected Respondents when necessary. If the City elects to interview Respondents, during the interviews, the selected firms will be given the opportunity to discuss their Proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to provide these services. Respondents are expected to be available for interviews if requested.

The City intends to award the lowest responsible Contractor who meets the requirements specified in this document. The City may also utilize alternatives offered in the Proposal Forms, if any, to determine the lowest responsible Contractor.

Previous experience and performance will be a factor in making the award. References shall be provided by Contractor in proposal form.

All Proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response shall be documented and included as part of the final contract.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a Respondent's proposal is subject to

disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the standard Professional Services Agreement (PSA) is included in Appendix A. Those who wish to submit a Proposal to the City are required to carefully review the Professional Services Agreement. Respondents should specifically note that the Insurance requirements under a City contract are listed in the sample PSA. **The City will not entertain changes to the terms of the standard Professional Services Agreement.**

This RFP and the selected consultant's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION AND LIVING WAGE ORDINANCE REQUIREMENTS

The City's standard Professional Services Agreement outlines the requirements for fair employment practices under City of Ann Arbor contracts. All respondents are required to complete and return with their proposal completed copies of the Non-Discrimination Ordinance Declaration form. All respondents agree to comply with the terms of the contract compliance administrative policy adopted by the City Administrator in accordance with Section 9:158 of the Ann Arbor City Code. For Firm(s) selected, breach of this obligation shall be a material breach of a contract. Selected Firm(s) will be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the City.

All respondents proposing to do business with the City of Ann Arbor, except those specifically exempted by regulations by the Administrator and approved by City Council, agree to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein, to pay those employees providing services to the City under this agreement a "living wage" as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. Living Wage forms should be submitted with the proposal.

The following forms are attached:

- Living wage declaration form
- Copy of the current living wage poster
- Non-Discrimination Ordinance Declaration form
- Non-Discrimination Ordinance poster

J. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that all respondents proposing to do business with the City complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Firm(s) unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

K. DEBARMENT

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

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission and selection process for the Proposal.

M. AWARD PROTEST

All Proposal protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The Respondent must clearly state the reasons for the protest. If a Respondent contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Respondent to the Purchasing Agent. The Purchasing Agent will provide the Respondent with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

N. SCHEDULE

The Proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section 3.

The following is the anticipated schedule for this RFP and PSA procurement.

Activity/Event	Anticipated Date
Advertise RFP 929	August 18, 2015
Mandatory Pre-Proposal Meeting	September 2, 2015
Question/Clarification Deadline	September 16, 2015
Proposal Deadline	September 21, 2015
Expected City Council Authorization of PSA	October 19, 2015

****Note:** The above schedule is for information purposes only and is subject to change at the City's discretion.

O. MAJOR SUBCONTRACTORS

The Contractor shall identify each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the Proposal sum or over \$50,000, whichever is

less. The Contractor also shall identify the work to be subcontracted to each major subcontractor.

P. SURETY BONDS

Before the commencement of any work, the selected contractor will be required to provide to the City the following surety bond(s), issued by a surety company licensed to write surety bonds in the State of Michigan, executed on a form supplied by the City, and satisfactory to the City Attorney:

1. Performance Bond
2. Labor and Material Bond

Q. INDEPENDENT FEE DETERMINATION

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

R. IRS FORM W9

The selected Respondent will be required to provide the City of Ann Arbor an IRS form W-9.

S. EXTENSION OF PROPOSAL PRICING TO MITN AGENCIES

The City of Ann Arbor is a member of the MITN Purchasing Cooperative consisting of many cities, townships, counties and other governmental agencies throughout Michigan. If your

company is awarded item(s) referenced in the Proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this Proposal following minimum order requirements set forth in the Proposal document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

T. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all Proposals or alternative Proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the City to be in the best interests of the City even though not the lowest bid.
3. The City reserves the right to request additional information from any or all Respondent's.
4. The City reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope to be implemented.
6. The City reserves the right to select one or more Respondent's to perform services.
7. The City reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the Company of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the Proposal submitted.
8. The City reserves the right to disqualify Proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within the RFP.

SECTION 2: SCOPE OF SERVICES

A. SERVICES OVERVIEW

Scope of Work includes designing, constructing, providing, delivering to a designated site within the City of Ann Arbor, and installing a new mobile live fire / training simulator. This includes all electrical and mechanic work needed to properly construct and furnish the simulator according to all state and local codes as well as National Fire Protection Standards (NFPA). Also included is providing training, warranty and service agreement(s). A fully functional unit upon completion of work shall be provided. All training simulator stations will be designed and constructed for safe training pursuant to NFPA Standards.

B. PERFORMANCE REQUIREMENTS

i. **DELIVERY:** The successful contractor shall provide, deliver, and install a fully functional Mobile Live Fire / Training Simulator on or before **March 15, 2016,**

ii. **SURETY BONDS** – Bonds will be required from the successful contractor as follows: 1) a performance bond to the City of Ann Arbor for the amount of the proposal accepted; and 2) a labor and material bond to the City of Ann Arbor for the amount of the proposal accepted. Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney (Bond Forms attached, Attachment H).

ii. **INSPECTION:** Any materials, workmanship, or equipment, which may be discovered to be defective within the warranty period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the manufacturer of the equipment manufacturer.

iii. **FAILURE TO FULFILL GUARANTEE:** In the event of the failure of any merchandise within the guarantee period to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all merchandise furnished under these "detailed specifications."

iv. **WARRANTY:** All parts and labor must be covered by a five (5) full years warranty (including all associated equipment). This warranty will start from the date of acceptance. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc. Contractor will provide three (3) copies of all warranty information; one in electronic and two (2) hard copies

C. SPECIFICATIONS

DETAILED SPECIFICATIONS

Mobile Live Fire Training Simulator

Core Requirements:

- Constructed on two tractor trailer type chassis
- Class A Live Fire Prop

- Class B Live Fire Prop
- Ventilation Prop
- Forcible Entry Prop
- Standpipe and Sprinkler System
- Rappelling Tower
- Confined Space Prop
- Self Contained Breathing Apparatus (SCBA) Skills Prop
- Search and Rescue Props
- Vertical Ventilation Prop
- Train the Trainer (TtT) program for 60 Personnel

The delivered Mobile Live Fire Training Simulator shall include at least one (1) gas generator. Both tractor trailers shall be self sufficient on its own with the necessary power to perform all of its training stations.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Note: The burden is on the supplier/ manufacturer to provide sufficient justification (including appropriate documentation) if "No" is indicated above to support that their product is equal or better for the purpose of a particular equipment.

Other Mobile Live Fire Training simulator

Minimal Requirements

- 8' x 9' x 20' Modular Style Steel Insulated Burn Room with Vent Hatch,
- Temperature Monitoring System,
- Burn Crib,
- Draining Weeps,
- Paving Blocks,
- Fuel Loading Chains and Clean-Out Hatch,
- Fully integrated LP System with (2) removable LPG themed Props,
- Dual Level Fully Reconfigurable Steel Maze System with 360 degree pivoting steel Maze Panels,
- Interior Stairway & Hatch,
- Full Active Roof Top with Guard Railing,
- Exterior Doorways, Catwalks & Stairways,
- Vertical Ventilation Cutting Prop with Adjustable Pitch,
- Ceiling Pull & Sheetrock Prop with Exterior Cover,
- Shoring Prop & Attic Simulation Prop,
- Crawl Tubes with Covers that Descend into the Reconfigurable Maze System,
- (1) Rescue Manikin,
- Rappelling Tower including:
 - A "Negative Space" Rappel Prop,
 - A Rappel "Wall" to the Ground,
 - An Anchor Point that Meets OSHA Standards for 5000 Lbs,
- Denver Drill Window and (1),
 - Multi-Use Breaching Window,
- Forcible Entry Doors with Sledge, Pry and Cutting Props,
- 25,000 CFM Cold Smoke Machine,

- Exterior Signage [Up to 16 Emblems] with Dept. Name [Up to 16 Department Names] on trailer(s),
- A Minimum of Four (4) LED Pole Mounted Exterior Lights equivalent to (4) 400 Watt Halogen Pole Mounted Lights,
- Generator(s), Sufficient enough to Run all Systems Simultaneously with said Requirements of each Separate Tractor Trailer being Self Sufficient,
- Video System with Recording and wireless transmitting capabilities for the Interior of the Facility,
- Complete Mobile Live Fire Training Simulator Training with NFPA 1403 Live Fire Training by a Certified Fire Instructor for 60 Personnel (4 personnel per department with 15 participating departments),
- All of these Components will come with a Hot Dipped Galvanized Finish,
- Delivery and Crane service to: 48104 Zip Code Area,
- All Delivery, Installation and Proper Setup Work included in Price,
- All Expense Paid Trip for (2) Fire Personnel for a Product review Conference during initial Stages of Production,
- Proper Documentation pursuant to the State of Michigan for the Mobile Live Fire / Training Simulator to be Registered,
- All Pertinent Training Documentation and Safety Requirements,
- Additional Inventory of Structural Components such as, but not limited to, Nuts, Bolts, Pins, Brackets, or other Functional pieces Unique or Exclusive to the Facility.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Note: Failure to meet minimum requirements will be grounds for rejection of any proposal.

Sound Requirements:

The generator(s) shall be provided with a weather protective / sound attuned housing with a maximum db of 75 at full load (7' meters, steel enclosures). A muffler shall be mounted inside the weather/sound housing

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Note: Failure to meet minimum requirements will be grounds for rejection of any proposal.

Contractor Narrative / Drawing

Provide an overview/compliance statement of design and layout for the proposed system. The overview **must** include:

- A statement confirming the Mobile Live Fire / Training Simulator requirements, capabilities, accessories and control system specifications;
- A statement of methods of construction and the materials (Examples: strength and thickness) that will be used to construct the Mobile Live Fire Training Simulator;
- A statement with the breakdown of the project delivery, installation, and training timelines;
- Proposed layout drawing(s) showing the footprint of the Mobile Live Fire Training Simulator that includes all simulator stations or props and details:
 - Drawings shall be drawn on at least 8 ½" x 11" paper size;
 - Drawings shall include all structural clearances, as well as station area requirements;
 - Drawings shall include station areas, travel paths of movable props, and any other pertinent dimensions;
 - Drawings shall include all elevation views including the top and the bottom;
 - Drawings shall include interior views
 - Drawings shall include electrical and mechanical specifications.
- A statement or full description of how (step by step and/or diagrams) to move and setup the training simulator. This shall include the process of splitting the trailers for ease of moving and utilizing one tractor-trailer at a time.

Installation

All equipment shall be installed by the contractor in accordance with the final submittals and contract documents.

Equipment shall be installed in accordance with the manufacturer's instructions as well as instructions included in the listing or labeling of UL listed products where applicable.

Contractor will provide ALL labor and materials to complete the installation and setup of the Mobile Live Fire / Training Simulator.

Labeling Requirements

All proper labeling will be adhered to all equipment according to codes and laws and NFPA standards.

Training / Manuals

Contractor will instruct 60 personnel on all operations and safety features. At least eight (8) on-site hours of training over a span of up to four consecutive days will be provided to these fire personnel by March 31st, 2015. Contractor will provide the City of Ann Arbor Fire Department with three (3) copies of all training manuals and instructions including safety hazard requirements; one electronic and two hard copies. All training of personnel must be completed by March 31st 2015.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Note: The burden is on the supplier/ manufacturer to provide sufficient justification (including appropriate documentation) if "No" is indicated above to support that their alternative training proposal is equal or better for the purpose stated..

On-going Technical Bulletin Notification/Warnings/Recalls

The manufacturer shall notify the City of Ann Arbor Fire Department of any technical bulletins, warnings or product recalls associated with equipment over the lifetime of equipment warranty.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

Note: The burden is on the supplier/ manufacturer to provide sufficient justification (including appropriate documentation) if "No" is indicated above to support that their alternative training proposal is equal or better for the purpose stated..

Service Warranty and Availability

Contractor will provide a five (5) year maintenance agreement from date of owner's acceptance of Mobile Live Fire Training Simulator. Contractor shall have a local service availability and trained service technicians to provide warranty service on all products provided.

Does Your Proposal Comply With All Aspects Of This Section? Yes _____ No _____

EXPLANATION WORKSHEET

Explanation or Alternate of a “No” Answer to specification(s).

Add Additional Attachments if Needed.

SECTION 3: INFORMATION REQUIRED FOR ALL PROPOSALS

PROPOSAL FORMAT/SCORING

Respondents should organize Proposals into the following Sections:

- A. Professional Qualifications (10 points)
- B. Past Involvement Providing Similar Services (10 points)
- C. Compliance with section “C. Specifications” (50 points)
- D. Fee Proposal (include in a separate sealed envelope) (30 points)
- E. Authorized Negotiator
- F. Attachments

The following Section describes the elements that should be included in each of these proposal sections and the weighted point system that will be used for evaluation of the proposals.

PROFESSIONAL QUALIFICATIONS

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. State the specific qualifications that demonstrate the Company meets the City’s minimum qualifications:
 - i. Minimum five (5) years continuous business operation.
 - ii. Minimum five (5) years of municipal (preferred) or commercial/industrial experience.
3. Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel.
4. State history of the Company in terms of length of existence, types of services provided, etc. Identify the technical details which make the Company qualified for this work.
5. Describe any additional services available through your Company and how the availability of these services can be beneficial to the City

PAST INVOLVEMENT PROVIDING SIMILAR SERVICES

The proposal must also indicate proven ability to complete similar services in a time sensitive manner within the budgeted amounts.

A list of municipal references (minimum of 3) for Mobile Live Fire Training Simulator services performed in the last five (5) years must be included. The list shall include description of the facilities, name of municipality, contact name, address, and phone number, and email address (Reference Form – Attachment G).

COMPLIANCE WITH ALL MINIMUM REQUIREMENTS FOR EQUIPMENT AND TRAINING

The proposal must include a guarantee to meet all minimum requirements for equipment and training. If alternates are proposed to any specification it must be fully documented.

FEE PROPOSAL

Fee quotations shall be submitted in a separate sealed envelope as part of the proposal. Fee quotations are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. The fee quotation is to relate in detail to each item of the proposed work plan. Firms must be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

AUTHORIZED NEGOTIATOR

Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with the City.

ATTACHMENTS

The following attachments must be returned with the proposal submission:

- Attachment A: -Legal Status of Respondent
- Attachment B: -Non-Discrimination Declaration of Compliance Form
- Attachment C: -Living Wage Declaration of Compliance Form
- Attachment D: -Vendor Conflict of Interest Disclosure Form
- Attachment G: -Reference Form
- Attachment I: -Fee Proposal Form (separate sealed envelope)

In addition to the above Attachments, Additional Information required (i.e., sample presentations (see (B) above) and resumes of key personnel should be submitted with the Proposal as appendices.

Included but not required to be returned are copies of the Non-Discrimination Ordinance Poster 2015 and Living Wage Ordinance Poster 2015 which the selected contractor will be required to post at work sites (see Section 1) and the form of Performance Bond and Labor and Materials Bond which the selected contractor will be required to complete and return (see Section 2) with the contract document..

PROPOSAL EVALUATION/INTERVIEW

The Selection Committee may include representatives from the Safety Services Area, and Area Fire Safety Officials. Members of the Selection Committee will evaluate each proposal by the above described criteria and point system to select a short list of firms for further consideration. The City reserves the right to not consider any proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing Company to be a candidate for an interview. The Committee may contact references to verify material submitted by the Proposers. Fee Proposals will only be opened after the initial evaluation has been completed. The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

INTERVIEWS

The Selection Committee will evaluate each proposal by the above-described criteria to select the firms to be interviewed if appropriate. The committee may contact references to verify material submitted by the proposers.

The Selection Committee will then schedule the interviews with the selected firms, if necessary. During the interview the selected firms will be given the opportunity to discuss in more detail their qualifications, past experience and their fee proposal. The interviews may include up to one-half hour of presentation by the firm, followed by approximately one-half hour of questions and answers. A firm's interview committee shall consist of no more than three representatives of the Proposer's project team (including the person who will be project manager for this Contract). Audiovisuals aids may be used during the interviews. The interviews may be recorded by the Selection Committee.

The firms interviewed will then be re-evaluated by the above criteria, and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firms may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to not consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this Request for Qualifications, a portion of the scope, or a revised scope.

SECTION 4: ATTACHMENTS

Attachment A: - Legal Status of Respondent

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

Attachment G – Reference Form

Attachment H – Surety Bond Forms

Attachment I - Fee Proposal Form

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the state of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

- A partnership organized under the laws of the state of _____ and filed with the county of _____, whose members are (attach list including street and mailing address for each.)

- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

_____, Date: _____,
Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT D



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	() Relationship to employee () Interest in vendor's company () Other

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative
---	------	--

PROCUREMENT USE ONLY

- Yes, named employee was involved in Bid / Proposal process.
- No, named employee was not involved in procurement process or decision.

**ATTACHMENT E
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www. a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail at aahumanrightscommission@gmail.com, or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2015 - ENDING APRIL 29, 2016

\$12.81 per hour

If the employer provides health care benefits*

\$14.30 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Mark Berryman at 734/794-6500 or mberryman@a2gov.org**

**ATTACHMENT G
REFERENCES**

CONTRACTOR TO COMPLETE ALL BLANKS IN THIS DOCUMENT

LIST AT LEAST THREE REFERENCES WITH WHOM YOU HAVE HAD SIMILAR CONTRACTS DURING THE PAST THREE YEARS. THESE REFERENCES MUST BE INCLUDED WITH YOUR PROPOSAL.

1. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

2. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

3. Company or City _____
 Contact Name _____
 Telephone Number _____
 E-mail _____

Contractor's Signature _____ Date _____

Company _____

This form must be completed and returned with your Proposal.

ATTACHMENT H
SURETY BONDS

PERFORMANCE BOND

- (1) _____ of (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City dated _____, 2015 _____, for: and this bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2015

(Name of Surety Company)

(Name of Principal)

By _____
(Signature)

By _____
(Signature)

Its _____
(Title of Office)

Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

- (1) _____ of
, (referred to as "Principal"), and _____, a
corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"),
are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit
of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL
129.201 et seq., in the amount of \$ _____, for the payment of which
Principal and Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written contract with the City, dated _____, 2015
for _____; and this
bond is given for that contract in compliance with Act No. 213 of the Michigan Public Acts of
1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably
required under the contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall
have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2015.

(Name of Surety Company)	(Name of Principal)
By _____ (Signature)	By _____ (Signature)
Its _____ (Title of Office)	Its _____ (Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

**ATTACHMENT I
FEE PROPOSAL FORM**

The undersigned hereby declares that the instructions and specifications have been carefully examined and that the specified mobile live fire / training simulator will be furnished and installed for the prices set forth in this Proposal. It is understood and agreed that the instructions, specifications, compliance questions, answers, and additional responses are an integral part of the Proposal submission from the undersigned (detailed specifications).

Time of delivery of the live fire training facility shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

Proposal must include a clearly understandable schedule of charges. All charges will be included in the cost breakdown of proposals. No additional costs will be charged to the City of Ann Arbor. If any error or omission of equipment or service is made by the contractor, the contractor will incur any additional costs.

Breakdown of Charges

<u>Quantity - Item</u>	<u>Unit / Service Price</u>
AFG Approved Mobile Live Fire / Training Simulator	\$ _____
Training for 60 Personnel	\$ _____
Delivery/Setup	\$ _____
Warranty	5 YR \$ _____ 3 YR \$ _____
Maintenance	5 YR \$ _____ 3 YR \$ _____
TOTAL COST OF PROPOSAL	\$ _____

PLEASE PRINT:

CONTRACTOR NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ DATE _____

CONTRACTOR ADDRESS _____

E-MAIL _____ PHONE _____

This form **must** be returned with your Proposal in separate sealed envelope

APPENDIX A: SAMPLE SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

**GENERAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and _____

("Contractor") a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____
agree as follows on this _____ day of _____, 20____.

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

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means _____.
Project name

II. DURATION

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

III. SERVICES

A. The Contractor agrees to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project and related training and warranty support services in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Agreement:

Contract and Exhibits
RFP No. and all Addendum thereto (if any)
Proposal of Contractor, dated _____, and restated and attached
as Exhibit A.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid on the basis of the bid price restated in Exhibit B. The total fee to be paid the Contractor for the Services shall not exceed _____ (\$_____). Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. REPRESENTATIONS AND WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and licenses (if applicable) necessary to perform the Services it is to provide pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services it is to provide pursuant to this Agreement.
- D. The Contractor certifies that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor certifies that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- E. The Contractor warrants that its bid was made in good faith, it arrived at the costs of its bid independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a bid for the purpose of restricting competition.

IX. SURETY BONDS

Before the commencement of any work under this Contract, Contractor shall provide to the City the following surety bond(s), issued by a surety company licensed to write surety bonds in the State of Michigan, executed on a form supplied by the City, and satisfactory to the City Attorney:

- A. Performance Bond
- B. Labor and Material Bond

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are

not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XIII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIV. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor

(insert name of Administering Service Area Administrator)

301 E. Huron St.
Ann Arbor, Michigan 48104

XV. CHOICE OF LAW AND FORUM

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

XVI. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____
Type Name
Its

FOR THE CITY OF ANN ARBOR

By _____
Steven D. Powers, City Administrator

Approved as to substance

Type Name
Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

AGREEMENT EXHIBITS

EXHIBIT A SCOPE OF SERVICES

(negotiated scope of work/deliverables schedule based on accepted terms of Proposal)

EXHIBIT B COMPENSATION

(negotiated compensation based on accepted terms of Proposal)

EXHIBIT C INSURANCE REQUIREMENTS (MINIMUM COVERAGE AND ENDORSEMENTS REQUIRED – NOT SUBJECT TO NEGOTIATION)

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.