Administrative Use Only

Agreement Date:

PROFESSIONAL SERVICES AGREEMENT BETWEEN INFO TECH, INC., DBA INFOTECH AND THE CITY OF ANN ARBOR FOR CONSTRUCTION MANAGEMENT SOFTWARE

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Info Tech, Inc. d/b/a Infotech ("Contractor"), a(n) Florida corporation, with its address at 2970 SW 50th Terrace, Gainesville, FL 32608. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area/Engineering Unit.

Contract Administrator means Nicholas S. Hutchinson, P.E., acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

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

Project means Construction Management Software.

II. DURATION

Contractor shall commence performance on January 1, 2023 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

A. The Contractor agrees to provide software licenses and associated training ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

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 in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article 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, etc.) 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 from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; 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. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be 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-authorized 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. <u>Nondiscrimination</u>. 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 comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

B. <u>Living Wage</u>. 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. 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 professional licenses (if applicable) necessary to perform the Services 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 pursuant to this Agreement.
- D. The Contractor warrants 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 warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal 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 person or firm to submit or not to submit a proposal for the purpose of restricting competition.

G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other Cityowned 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.

X. 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.

XI. 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.

XII. 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 affect its right to require strict performance of this Agreement.

XIII. 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 below 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:

Mr. Nicholas DuVal, Esq. Director, Legal Info Tech, Inc. 2970 SW 50th Terrace Gainsesville, FL 32608

E-mail: nick.duval@infotechinc.com AND contract-admin@infotechinc.com

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

City of Ann Arbor
Mr. Nicholas Hutchinson, P.E.
City of Ann Arbor
Engineering Unit
301 E. Huron St.
Ann Arbor, Michigan 48104
E-mail: nhutchinson@a2gov.org

With a copy to: The City of Ann Arbor ATTN: Office of the City Attorney 301 East Huron Street, 3rd Floor Ann Arbor, Michigan 48104

XIV. 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.

XV. 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 inthe 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. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

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 Exhibits A, B, and C, 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.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR	FOR THE CITY OF ANN ARBOR
Contractor Name	
Зу	By Christopher Taylor, Mayor
Name:	
Title:	By Jacqueline Beaudry, City Clerk
Date:	
Date:	Date:
	Approved as to substance
	Brian Steglitz, Interim Public Services Area Administrator
	Milton Dohoney Jr., City Administrator
	Approved as to form and content
	Atleen Kaur, City Attorney

EXHIBIT A SCOPE OF SERVICES

The scope of this agreement is to provide a software package and related support services to meet the City of Ann Arbor's needs for managing municipal construction projects. The detailed scope is included in the following proposal.



March 17, 2022

Colin Spencer
City of Ann Arbor Procurement Unit
Attn: RFP # 22-08
301 E. Huron Street
Ann Arbor, MI 48104

Re: Request for Proposal (RFP) 22-08 - Construction Management Software

Dear Mr. Spencer:

After careful consideration of the overall project objectives for Construction Management Software, Info Tech, Inc., DBA Infotech, is pleased to provide the following proposal for a construction management software solution. Infotech confirms that our staff has reviewed this proposal and agrees that under any agreement resulting from this proposal process Infotech will be bound by the City of Ann Arbor terms and conditions.

Infotech pledges to support The City of Ann Arbor and ensure its success in making the Appia[®] service the official system of record for all construction projects in the city. Appia is uniquely qualified to support the City in its role as the project owner. We focus our business on government agencies and consultants, and we work with them in–depth to provide solutions tailored to their unique needs.

Since Infotech's corporate beginnings in 1977, Infotech has been committed to the transportation construction industry and has become the market leader in supplying solutions to this sector. No competitor can match Infotech's level of experience – we are staffed extensively by former transportation agency employees – and the historic success of its agency partners. With clients such as the City of Marquette, Michigan; Hancock County, Ohio; and Jefferson County, Missouri, Infotech has proven its ability to meet the construction management needs of cities and counties large and small across the country. Infotech's core strategy of focusing on project–based solutions by providing best–in–class project and construction management capabilities for cities and counties will give the City full oversight and control of its projects.



Request for Proposal (RFP) 22-08 - Construction Management Software March 17, 2022
Page 2

Infotech acknowledges receipt of Addenda 1 and 2.

We deeply appreciate your consideration of Infotech as a key provider of technology for this endeavor at the City of Ann Arbor. Please feel free to call me if you have any questions or need additional information regarding this proposal.

Sincerely,

Will McClave

President, Systems

will.mcclave@infotechinc.com

(352) 381-4400



RESPONSE

City of Ann Arbor Request for Proposal for Construction Management Software

RFP # 22-08

March 17, 2022





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Field Interviewer is a trademark of Info Tech, Inc.

AASHTOWare Project is a trademark of the American Association of State Highway and Transportation Officials, Inc. (AASHTO).

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Contents

1.	Professional Qualifications	1
	1.1 Introduction to Infotech	1
	1.2 Ann Arbor's Implementation Project Team	2
	1.3 Environmental Commitment	Ĵ
2.	Past Involvement with Similar Projects	5
3.	Implementation Approach	7
4.	Proposed Functionality	11
	1. Functionality Matrix	11
	2. Explain how data is consumed from the City's database into the solution. What connections are used and what configuration is needed?	
	3. Describe all integrations that will be required and who is responsible for creating those integrations.	11
	4. Describe how data will be stored and for what duration	11
	5. Describe which internet browsers are supported	11
	6. Describe all hardware and software requirements for this solution to function	11
	7. Describe hosting options for this solution, such as on premise or cloud	12
	8. Describe the security and disaster recovery model used for the system	12
	9. Describe any support and training that is included with the solution, such as onsite or online and what the service level agreement is	
	10. Provide screenshots or sample reports illustrating the software components if same were not already provided as part of the Past Experience or Work Plan responses	13
	11. Provide screenshots or sample reports illustrating how data is entered for an individual project is same were not already provided as part of the Past Experience or Work responses	
5.	Authorized Negotiator	27
6.	Attachments	29



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1. Professional Qualifications

1.1 Introduction to Infotech

Info Tech, Inc., DBA Infotech

2970 SW 50th Terrace Gainesville, FL 32608

Phone: 352-381-4400

Fax: 888-971-3916

www.infotechinc.com



Infotech is a privately held corporation that was founded in 1977 in Gainesville, Florida by two University of Florida professors. From the beginning, Infotech has fostered a culture of customer support, innovation, and integrity. Our company initially focused on statistical and economic consulting services, including the development of the first computerized methods for detecting collusive behavior in sealed bid markets. Over the years, Infotech has expanded its software development to include acting as a major contractor for enterprise-level software development while also pioneering Software as a Service (SaaS) titles for procurement and construction administration.

Today, we provide our services to more than 40 state departments of transportation and hundreds of LPAs and their engineering firms. With more than 340 employees, we have the business strength to support them all for the long term. Altogether, we have more than 1,500 years of subject matter expertise, 16 certified Project Management Professionals (PMPs), and over 100 advanced degrees to guide us. Infotech's solution is developed, maintained, supported, and hosted entirely within the United States to help ensure data security, compliance, and excellent service.

To meet the City of Ann Arbor's CMS needs, Infotech proposes its Appia® construction management service and its included Doc Express® document management service, both of which are cloud-based SaaS solutions. Infotech has a close working relationship with the Michigan Department of Transportation in our work on the AASHTOWare Project™ software,



which Infotech develops and supports as a contractor for the American Association of State Highway and Transportation Officials (AASHTO).

As noted in Ann Arbor's RFP, Infotech developed the AASHTOWare Project FieldManager™ software in partnership with the State of Michigan, and the City of Ann Arbor has been a long-time user of the software. The Appia service is essentially an updated, web-based version of the FieldManager™ software. Many of our customers have switched to using the Appia service, and because of their familiarity with the FieldManager software, the move has been very straightforward, with all our customers preferring the Appia service due to it being web-based and having a much-improved user experience and workflow.

1.2 Ann Arbor's Implementation Project Team

Infotech plans to assign the following staff to Ann Arbor's implementation of the Appia and Doc Express software. We have included their resumes in the Attachments section.



Emily Knoll

- Customer Success Lead at Infotech
- Planned Lead for Ann Arbor's Appia Implementation and Training
- Located in Colorado

Emily is an Infotech subject matter expert for the Appia service and the construction industry, having previously served as a project coordinator, project manager, and quality assurance consultant on large projects for firms such as Hunter Douglas and Hines. She has implemented 20 organizations in the Appia service to date.



Libby Knight

- Senior Customer Success Specialist at Infotech
- Planned Lead for Ann Arbor's Doc Express
 Implementation and Training
- Located in Florida



Libby specializes in providing Appia and Doc Express training services. To date, she has supported the implementations of 44 organizations in the Appia service and eight in the Doc Express service, including organizations in Michigan. She also leads documentation review for these services' knowledge center and manages the release notes for each update, ensuring that she knows these services inside and out.



Michael Helm

- Account Manager at Infotech
- Ann Arbor's Account Manager
- Located in Florida

Michael is the City of Ann Arbor's advocate at Infotech, bringing together company resources to help the City however needed. Michael has extensive knowledge of Appia functionality from his background in customer support, from demoing the software frequently to prospective users, and from promoting his agencies' needs as we enhance the service. In the State of Michigan, he has helped to onboard the City of Marquette, Lapeer County Road Commission, Midland County Road Commission, Macomb County Road Commission, and the Moore & Bruggink engineering firm with Infotech's services and is currently working on Bay City's implementation.

1.3 Environmental Commitment

Like the City of Ann Arbor, Infotech is committed to principles of environmental responsibility and promoting human health. In 2019, Infotech became the first private company in Gainesville to be awarded LEED Gold certification by the U.S. Green Building Council for our state-of-the-art headquarters. This certification underlines Infotech's ongoing commitment to embracing environmental, economic and community sustainability.



LEED, or Leadership in Energy and Environmental Design, is the most widely used green building rating system in the world, with Gold as their second highest certification. This

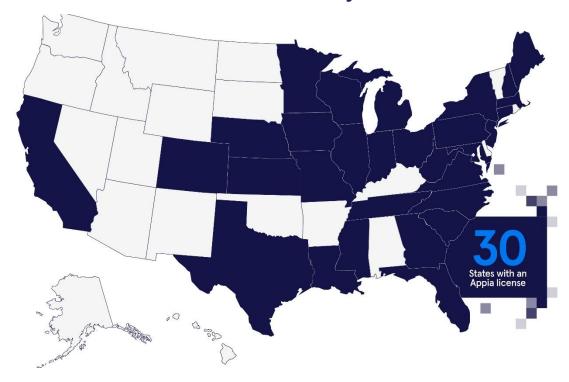


achievement recognizes our commitment to environmental sustainability and demonstrates how even our building is making an impact on our communities.

A press release detailing the environmentally friendly features of Infotech's building is available here: https://www.businesswire.com/news/home/20190619005141/en/Info-Tech%C2%AE-Announces-LEED-Gold-Certification-Gainesville



2. Past Involvement with Similar Projects



Map of Appia usage as of October 2021.

Below are references for some of the Appia and Doc Express implementations completed over the past three years:

City of Marquette, Contact: Kellen Wessels, Assistant City Engineer

MI Email: kwessels@marquettemi.gov

Phone: (906) 225-8990

Address: 1100 Wright Street, Marquette, MI 49855

The City of Marquette has used the Appia service on all locally funded horizontal construction projects since 2021 and has six (6) users. After evaluating MERL and other solutions, the City selected the Appia service. With the Appia service in place, the City achieves more detailed daily inspection reports and automated overall data synthesis for progress reporting, fund tracking, and contractor payment.



Hancock County, Contact: Douglas Cade, County Engineer

OH Email: decade@co.hancock.oh.us

Phone: (419) 422-7433

Address: 1900 Lima Ave., Engineer, Findlay, OH 45840

Hancock County has used the Appia service on all horizontal construction projects since 2018 and has six (6) users.

Jefferson County, Contact: Brian Stotler

MO Email: bstotler@jeffcomo.org

Phone: (636) 797-5464

Address: 725 Maple St., Public Works, Technical Administration

Division, Hillsboro, MO 63050

Jefferson County has used the Appia service on all horizontal construction projects since 2018 and has five (5) users.

Read more case studies of the many local organizations that have thrived by using the Appia and Doc Express services:

https://www.infotechinc.com/case-studies



3. Implementation Approach

The Appia and Doc Express services are user-friendly Software as a Service (SaaS) solutions that require only a brief implementation and training period for most customers. Infotech will perform all implementation tasks remotely using the Zoom web conferencing software. The City of Ann Arbor will determine a staff member to serve as a point-of-contact upon signing a contract with Infotech.

Infotech does not charge hourly for its services, and all Infotech implementation and post-live support is included in the quoted fee.

Please note that the following is a baseline implementation plan, and some agencies request more or fewer sessions with Infotech to train their staff and implement. We will work with City staff to adjust our plan as needed until the City is fully confident in its ability to manage the system independently and successfully.

A typical Appia and Doc Express implementation consists of the following tasks:

Task	Approximate Business Days from Kickoff Meeting
Kickoff	0
Assess the City's needs and determine the implementation plan and schedule.	
Typically, a 30-minute remote meeting between Infotech's implementation leads, the City's point-of-contact, and any other	
City staff who wish to attend.	

	Task	Approximate Business Days from Kickoff Meeting
Appia	Implementation Infotech trains City staff on setting up accounts, setting up reference data, new project setup, and managing an underconstruction project.	Over the course of 5 – 20 days, but can be longer based on City's availability and needs
•	Typically consists of two 2-hour sessions (4 hours total), but Infotech provide more or fewer sessions based on agency needs. As needed, Infotech and the City may schedule additional targeted sessions for specific user groups, such as inspectors and project managers, or for specific modules of the service. Attended by Infotech implementation product leads and all City staff who need training on the functions of the system.	
•	City may begin production use of the service when ready.	
Doc E	Infotech trains City staff on the major user and administrative functions of the system.	Over the course of 5 – 20 days, but can be longer based on City's availability and needs; typically done after Appia implementation
•	Typically consists of one 2-hour session (2 hours total). Attended by Infotech implementation product leads and all City staff who need training on the functions of the system. City may begin production use of the service when ready.	

Task	Approximate Business Days from Kickoff Meeting
 Info Tech offers technical support via toll-free telephone and email from 7:00 AM to 8:00 PM Eastern Time for City users, at no additional cost beyond that laid out in the Fee Proposal. Our service support staff are located in our Gainesville, FL office and have direct access to all development and technical staff. Infotech's entire knowledge base – with articles, guides, images, and videos to cover all functions in the system – is available here or from context-sensitive help within the system: https://infotechinc.zendesk.com/hc/en-us 	As long as the City maintains an Appia/Doc Express license

Appia and Doc Express Baseline Implementation Schedule

System testing, end user acceptance testing, and cut-over into production are not needed, as the Appia and Doc Express services are live for many agencies throughout the country, and Infotech resolves any issues through its customer support process. As soon as the City is trained on configuring the system and performing its needed tasks, it is ready to go.

Note that Infotech staff do not import or clean up data from agencies' legacy systems directly, but we will train City staff on the process of doing so. We designed the Appia service as a SaaS-based solution, comparable to the AASHTOWare Project FieldManager software, that can easily migrate data from that system, with minimal cleanup.



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4. Proposed Functionality

1. Functionality Matrix

Please see the completed Functionality Matrix in the Attachments section. We have also responded to the Technical Requirements laid out in the RFP.

2. Explain how data is consumed from the City's database into the solution. What connections are used and what configuration is needed?

The City will import reference data – such as standard items, materials, and contractors, as well as contract-specific pay items – into the Appia service using Microsoft Excel or CSV files. Infotech's solution directly integrates with systems such as Esri ArcGIS, FieldGenius, and Trimble Access, and with other third-party systems using the Appia service's open API (Application Programming Interface).

3. Describe all integrations that will be required and who is responsible for creating those integrations.

The proposed services require no integration. Any city employee with a System Administrator role in the service can configure integrations with third-party systems such as Esri ArcGIS using the provided API.

4. Describe how data will be stored and for what duration.

All agency data is stored on Amazon Web Services (AWS) cloud environments and backed up to a secondary AWS account for further safekeeping. All City data will be retained in these environments for as long as the City maintains its contract with Infotech. The City can export its data at any point into commonly readable file formats.

5. Describe which internet browsers are supported.

The Appia and Doc Express services display and function on all modern browsers, and as progressive web applications, automatically adjust for an optimized user interface for mobile devices.

6. Describe all hardware and software requirements for this solution to function.

Any hardware that can run a major web browser can run these services.



7. Describe hosting options for this solution, such as on premise or cloud.

Infotech hosts the solution in the Amazon Web Services (AWS) cloud.

8. Describe the security and disaster recovery model used for the system.

To ensure our ability to securely manage and protect our customers' data, we conduct ongoing SOC-2 Type 2 evaluations and undergo evaluation by a third party annually. Further details about our security standards and processes are available at https://www.infotechinc.com/service-levels/ and enclosed as Attachment F to this response.

Infotech's disaster recovery approach features instances running on multiple AWS server "availability zones" (AZs), separated by distance to ensure redundancy; if one AZ fails, the application switches automatically to a secondary AZ with little to no downtime. In the unlikely event of an entire AWS region failing, Infotech can manually restore the application in a secondary region. We also take nightly snapshots and store them in a different AWS account as an additional measure to protect the application and our clients' data.

Infotech conducts disaster recovery exercises at least once annually to ensure readiness. Infotech's Recovery Point Objective (RPO) and Recovery Time Objective (RTO) are both eight hours.

9. Describe any support and training that is included with the solution, such as onsite or online and what the service level agreement is.

Section 3. Implementation Approach describes our support and training approach in depth. To summarize, Infotech will work with the City to provide sufficient training on configuring and using the Appia and Doc Express services; our baseline is three 2-hour remote sessions (two for Appia, one for Doc Express), but we will collaborate with the City to determine if more or fewer sessions are required. As long as the City licenses the Appia and Doc Express services, it will enjoy unlimited phone- and email-based customer support, as well as access to documentation and videos in a knowledge base at:

https://infotechinc.zendesk.com/hc/en-us

Infotech's service levels are available here: https://www.infotechinc.com/service-levels/

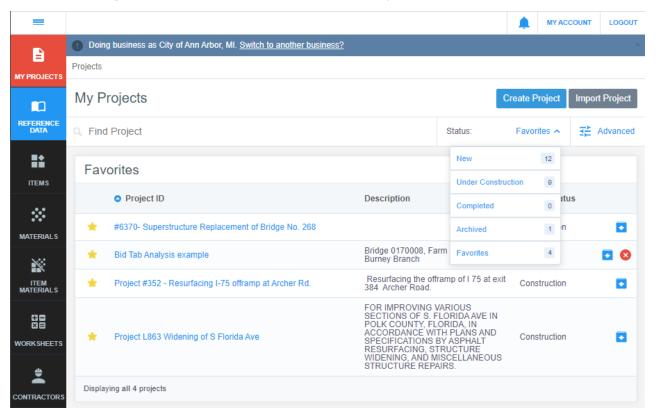


We have also enclosed a copy of this document with our response, as Attachment F.

10. Provide screenshots or sample reports illustrating the software components if same were not already provided as part of the Past Experience or Work Plan responses.

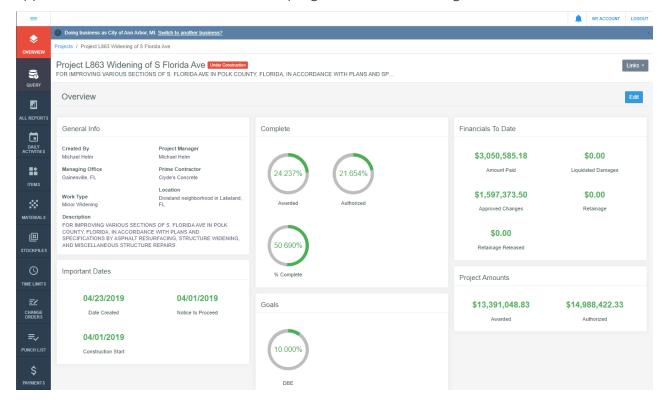
10.1 My Projects

Upon login, users are brought to the Appia service's My Projects dashboard, where the agency's projects are organized by status: New, Under Construction, Completed, Archived, and Favorites. Favorited projects will display first upon login. Menu tiles along the left-hand side contain a Reference Data library for configuring standard items, materials, contractors, and other configurable data to be referenced across projects.



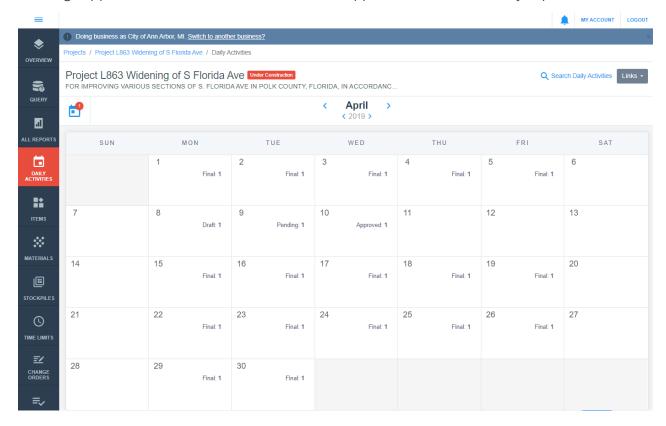
10.2 Project Overview

Selecting a project Under Construction brings the user to an Overview dashboard with high-level details about the project. This overview updates automatically as data is entered and approved for a real-time view of overall progress, financials, and goals.



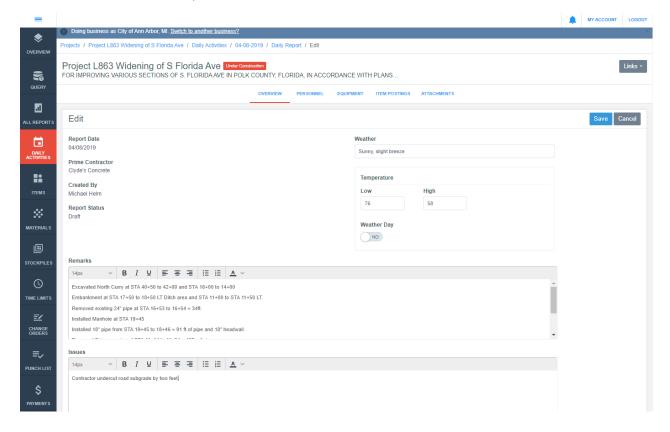
10.3 Daily Activities

The Daily Activities calendar page is a repository of all inspectors' daily reports and their data entered. Each day lists the number of reports logged and the status of each: Draft, Pending, Approved, and Final. All other areas of Appia revolve around daily report data.



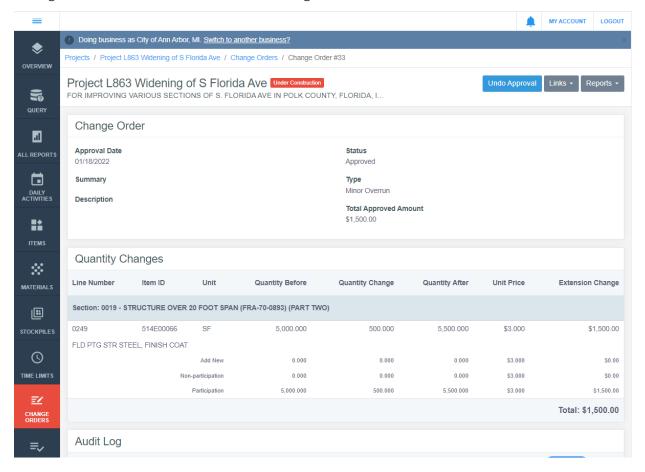
10.4 Daily Report Overview

Daily Reports are composed of five tabs for recording construction data: Overview, Personnel, Equipment, Item Postings, and Attachments. Users can add configurable text fields to the Overview tab, such as the "Issues" section in the screenshot below.



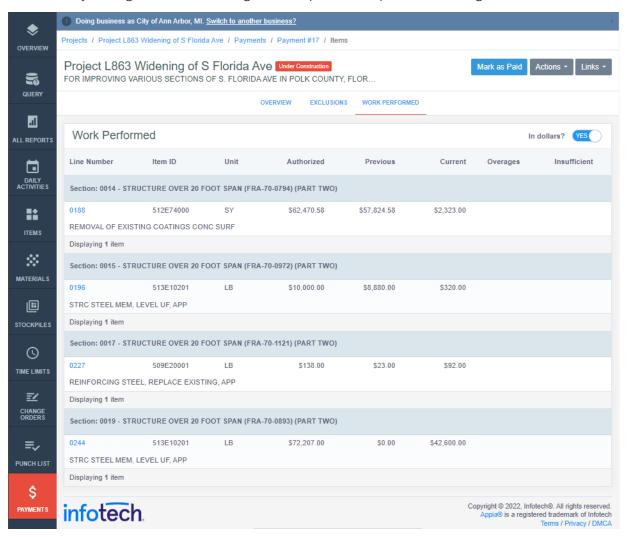
10.5 Change Orders

The Change Orders component enables users with the proper role to introduce changes to the original contract. These changes include Quantity Changes, New Items, Time Limit Changes, and New Time Limits. If the project requires a change order to pay for item overruns, the system detects the overruns automatically, listing them under "Quantity Changes," and can be selected for balancing.



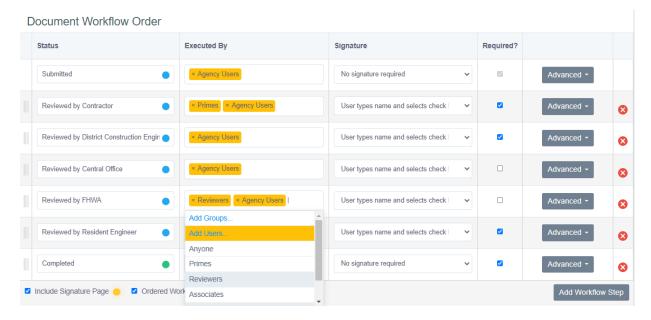
10.6 Payments

All item postings logged in daily reports for the pay period will be tabulated automatically and listed in the "Work Performed" section of a payment. Payments automatically take into account any change orders, retainages, stockpiles, or liquidated damages.



10.7 Document Workflows

Document approval workflows are automated using Doc Express's workflow builder. Workflows are built for each document type (change orders, payments, RFIs, submittals, etc.) with the relevant statuses, participants, and settings included. Workflow templates and participant groups are established during the implementation phase and can be used to quickly set up new projects while making project-specific adjustments as needed.

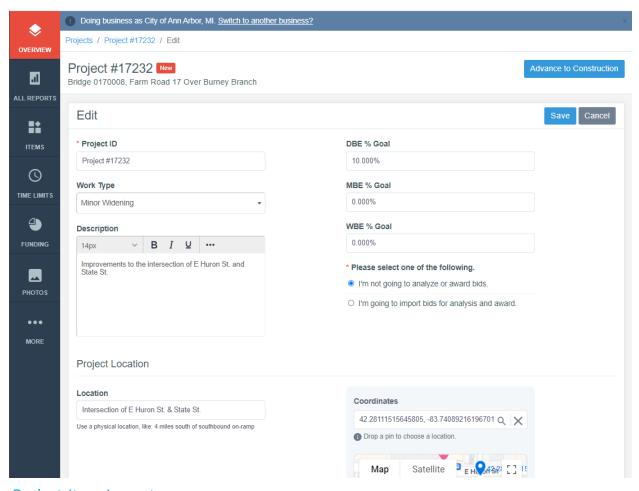


11. Provide screenshots or sample reports illustrating how data is entered for an individual project if same were not already provided as part of the Past Experience or Work responses.

11.1 New Project Data Entry

General Project Information

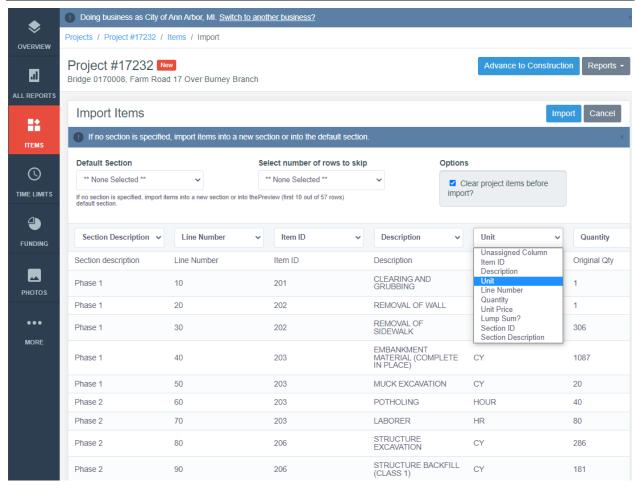
When first creating a new project in the Appia service, only two pieces of information are required: the Project ID and whether bids will be analyzed for award. Additionally, optional information such as the work type, description, D/W/MBE goals, and location details may be entered.



Project Item Import

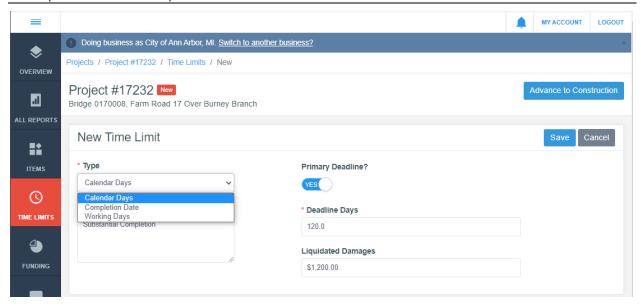
Project item details are imported using an Excel or CSV file. Appia reads the contents of the imported file, and the user assigns the appropriate column headers to the data in the file and clicks the blue "Import" button to confirm.





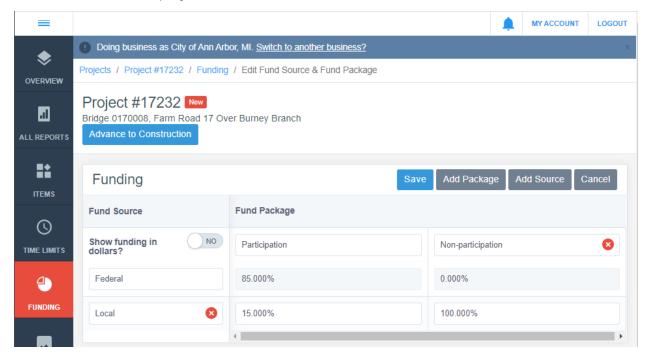
Time Limit Creation

A project may have as many Time Limits as needed to track any deadlines, phases, milestones, etc. The system tracks Time Limits using calendar days, completion date, or working days. If working days are used, Project Managers can track which days are full, half, or non-working days in the construction phase. If a Time Limit is designated as the Primary Deadline, then the time-based project completion metrics in the Overview tab and in reports will reference progress towards this Time Limit. If a time limit with liquidated damages is exceeded, then the damages total will be reflected on the next payment.



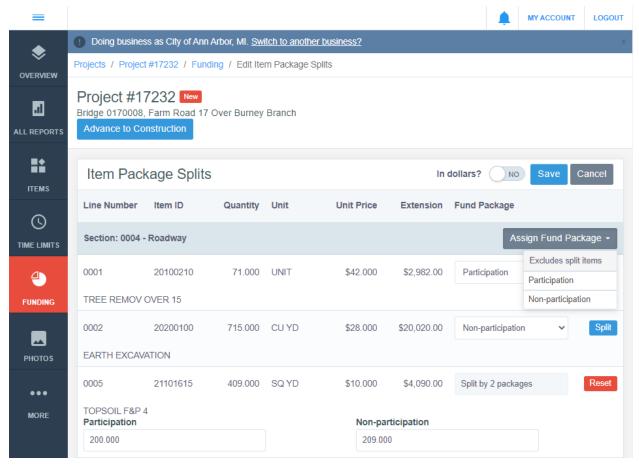
Funding Setup

Fund Sources are assigned by percent or dollar amount to various fund packages, which then are assigned to project items. As an example, any project items eligible to participate in federal funding programs would be assigned to the Participation fund package, which is made up of 85% federal funds and 15% local funds. Ann Arbor can create as many Fund Sources and Packages as needed to accurately reflect the funding combinations and breakdowns for each project.



Funding Allocation

Fund Packages can be assigned to individual items or an entire Section (breakdown) of items. Items can further be split between Fund Packages by assigning either item quantities or dollar amounts to the various packages. If an item is split between packages, the inspector will be asked which fund package to pull from when placing the item posting in a daily report. Financial reporting in the construction phase will automatically track how funds from each source and package are spent based on the items and quantities inspectors log in their daily reports.

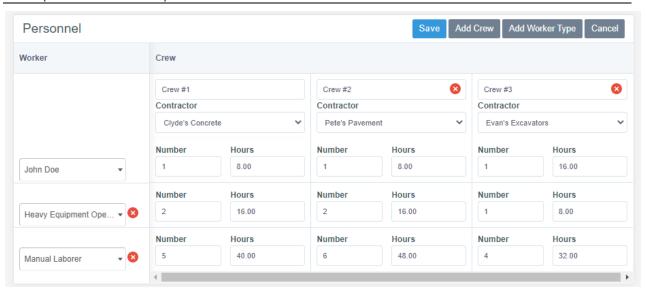


11.2 Construction Phase Daily Report Entry

Personnel

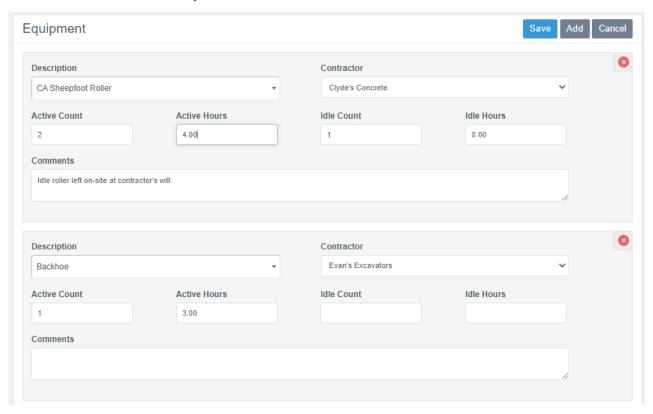
The Daily Report Personnel tab enables inspectors to log the contractor personnel on site for the day, the number and hours worked for each worker type present and assign them to a contractor's crew.





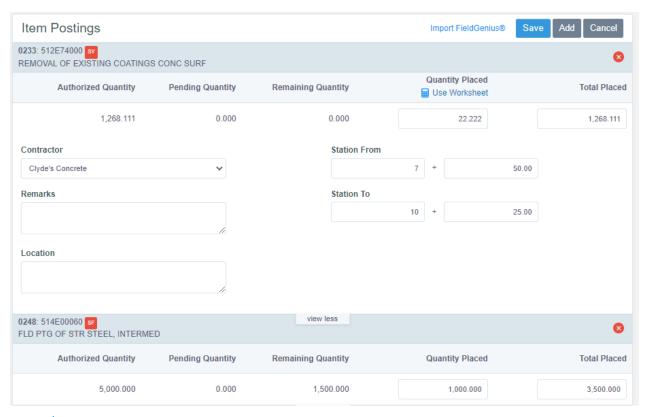
Equipment

Contractor equipment is logged similarly to personnel with counts and hours assigned to a contractor's crew for the day.



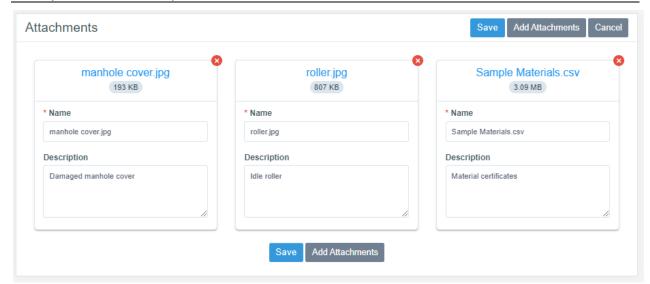
Item Postings

Inspectors have access to the full list of contract items in the field, where they can select items used for the day's work and log quantities. Additional details such as the contractor who placed the item, general remarks, location details, and stationing are recorded in the item's expanded entry.



Attachments

Supplemental documentation related to the day's work can be added to the Daily Report under the Attachments tab. There are no restrictions on the types of files that can be attached to a Daily Report. Any photos or PDF files attached will be appended to the end of the Daily Report's PDF export.



5. Authorized Negotiator

Nicholas Lee DuVal, Esq.

Director, Legal

Phone: (352) 381-4400

Email: nick.duval@infotechinc.com

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6. Attachments

Please find these required attachments on the following pages:

- Attachment A Functionality Matrix
- Attachment B Legal Status of Offeror
- Attachment C City of Ann Arbor Declaration of Compliance
- Attachment D City of Ann Arbor Living Wage Ordinance Declaration of Compliance
- Attachment E Vendor Conflict of Interest Disclosure Form
- Attachment F Service Level Agreement
- Attachment G Resumes

ATTACHMENT A FUNCTIONALITY MATRIX

	Vendor Compliance (Yes/No/Other)	Vendor Comments
Functionality Matrix	Yes = This feature is currently in production and is provided within the proposed solution. No = The proposed solution does not contain	If you answer "Other" to any question, please clarify the answer in the comments column.
	the requested functionality within the proposed software's standard functionality.	
	Other = Custom feature to be built; 3rd Party Add- in; etc.	
Tracks progress on pay items, materials, and contract as a whole.	Yes	
Tracks key dates (Notice to Proceed, Open to Traffic, etc.)	Yes	
Generates Pay Estimates (including tracking retainage, liquidated damages, etc.)	Yes	
Generates Contract Modifications (with signature blocks)	Yes	
Generates Inspector Daily Reports (IDRs), including:	Yes	
Date	Yes	
Inspector Name	Yes	
Weather	Yes	
Contractors/Equipment On-Site	Yes	
Pay Item Postings	Yes	
Material Postings		
Written Narrative/Journal	Yes	
Ability to add attachments	Yes	
Has ability for project manager to review and approve IDRs	Yes	
Can create and store template IDRs	Yes	
Has a track changes feature for IDRs	Yes	
Can separate pay items by "breakdowns" for different project elements.	Yes	
Creates Bid Tabulations	Yes	
Ability to allocate pay items to different funding sources (both partially and in whole)	Yes	

Can create custom reports, such as:	Yes	
Pay Item Usage	Yes	
Breakdown Progress/Cost	Yes	
Summary		
Cost Summary by Funding Source	Yes	
Can include and store pre-loaded fillable forms	Yes	Fillable PDF forms may be loaded into the attachments section of a New project to be included in the Construction phase.
Has a mechanism for daily quantity sign-offs for inspector and contractor	Yes	
Has automated notifications (i.e. when something is modified or submitted)	Yes	
Is usable by outside consultants	Yes	
Has a read-only feature for contractors	Yes	
Has the ability for contractors to make submittals	Yes	
Can record permits to place materials	Yes	
Has the ability to analyze average unit prices over a number of years	No (requires additional service; see comment)	Infotech can meet this desired requirement with its Estimator ™
for various projects		software for offline unit price determination from cost-based, bid-based, reference-based, and ad hoc sources. The Estimator software is a separate product and we have included its optional pricing in our fee schedule.
Can create and store contractor evaluations (using custom form)	No	determination from cost-based, bid-based, reference-based, and ad hoc sources. The Estimator software is a separate product and we have included its optional
Can create and store contractor	No Yes	determination from cost-based, bid-based, reference-based, and ad hoc sources. The Estimator software is a separate product and we have included its optional
Can create and store contractor evaluations (using custom form) Can load plan sheets and perform		determination from cost-based, bid-based, reference-based, and ad hoc sources. The Estimator software is a separate product and we have included its optional

Technical Requirements

A. Software should be web-based with the ability to work offline.

The Appia and Doc Express software services are web-based but require an Internet connection. Infotech offers the Mobile Inspector® app, at no additional cost, for online or offline daily reporting. Inspectors can enter their data when disconnected, and the app syncs data with the City's database when the mobile device reestablishes an Internet connection.

B. There should be real-time access to system while in the field via laptop or phone application.

Users can connect to the Appia and Doc Express services in real time from any Internet-connected device that can run a web browser.

C. Software must have API ability and access to data exporting. The City currently uses Yellowfin for Key Performance Indicator (KPI) and goal reporting.

Infotech's solution has open APIs that can access project data. Data currently cannot be pushed into the Appia service, only retrieved. Users can push documents from other web systems into a Doc Express digital drawer.

Appia API: https://api-docs.appia.net/#introduction

Doc Express API: https://docexpress.com/api/#introduction

D. Software must be compliant with current SQL server software.

Not applicable. Infotech hosts all data securely on the AWS cloud platform, which obviates the need for City servers.

E. Software must meet current City web security requirements.

To ensure our ability to securely manage data and protect our customers' data, we conduct ongoing SOC-2 Type 2 annual evaluations and contract with third party firms to assess our security annually. We can share the results of these evaluations with the City under the terms of a non-disclosure agreement.

For further details, please see our publicly accessible security and uptime strategy here, which we have also enclosed as Attachment F: https://www.infotechinc.com/service-levels/.

F. Software must be compatible with ArcGIS

The Appia service enables direct integration with ESRI ArcGIS Online.

G. Desire for the software to be compatible with other City programs such as Cityworks, EnerGov (permit tracking software by Tyler), MERL, and Roadsoft.

The Appia and Doc Express services can interact with a wide variety of software and services through their open APIs.

ATTACHMENT B LEGAL STATUS OF OFFEROR

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

The Respondent is:	
 A corporation organized and doing be Florida for whom Will McClave 	usiness under the laws of the state of bearing the office title of President ,
whose signature is affixed to this proposal of respondent.*	I, is authorized to execute contracts on behalf
*If not incorporated in Michigan, p Authority	lease attach the corporation's Certificate of
A limited liability company doing business whom bearing	the title of
whose signature is affixed to this proposa the LLC.	I, is authorized to execute contract on behalf of
 A partnership organized under the laws with the County of, whose mailing address for each.) 	of the State of and filed members are (attach list including street and
An individual, whose signature with address	s, is affixed to this RFP.
Respondent has examined the basic requirement including all Addendum (if applicable) and hereby	
Wn M'h	Date: 03/08/2022
Signature	
(Print) Name Will McClave	Title President
Firm: Info Tech, Inc., DBA Infotech	
Address: 2970 SW 50th Terrace, Gainesville, FL	32608
Contact Phone (352) 381-4400	Fax (888) 972-2185.
Email contract-admin@infotechinc.com	

ATTACHMENT C CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis 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. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Info Tech, Inc., DBA Infotech	
Company Name	
Wn M'a	03/08/2022
Signature of Authorized Representative	Date
Will McClave, President	
Print Name and Title	
2970 SW 50th Terrace, Gainesville, FL 32608	
Address, City, State, Zip	
(352) 381-4400 contract-admin@infotechinc.com	
Phone/Email address	

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor (734) 794-6500

Revised 3/31/15 Rev. 0 NDO-2

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ATTACHMENT D CITY OF ANN ARBOR LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelvementh contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here [___] No. of employees___

The Contractor or Grantee agrees	The	Contractor	or (Grantee	agrees
----------------------------------	-----	------------	------	---------	--------

prevailing wage law, for work covered or funded by a contract with or grant from the City, no lead to be a contract with or grant from the City, no lead to be a contract with or grant from the City, no lead to be a contract with or grant from the City, no lead to be a contract or c		
prevailing wage law, for work covered or funded by a contract with or grant from the City, no lead to be contracted by the City of the Cit	(a)	To pay each of its employees whose wage level is not required to comply with federal, state or local
Living Wage. The current Living Wage is defined as \$14.05/hour for those employers to employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor to that the Living Wage is adjusted and established annually on April 30 in accordance with the and covered employers shall be required to pay the adjusted amount thereafter to be in com	` '	providing wage law for work envered or funded by a contract with or great from the City, no less than the
employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no \$15.66/hour for those employers that do not provide health care. The Contractor or Grantor that the Living Wage is adjusted and established annually on April 30 in accordance with the and covered employers shall be required to pay the adjusted amount thereafter to be in com		
\$15.66/hour for those employers that do not provide health care. The Contractor or Grantor that the Living Wage is adjusted and established annually on April 30 in accordance with the and covered employers shall be required to pay the adjusted amount thereafter to be in com		Living Wage. The current Living Wage is defined as \$14.05/hour for those employers that provide
that the Living Wage is adjusted and established annually on April 30 in accordance with the and covered employers shall be required to pay the adjusted amount thereafter to be in com		employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than
and covered employers shall be required to pay the adjusted amount thereafter to be in com		\$15.66/hour for those employers that do not provide health care. The Contractor or Grantor understands
		that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance
Section 1:815(3).		and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with
		Section 1:815(3).

	Check the applicable box below which applies to your workforce
	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
[X]	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Info Tech, Inc., DBA Infotech		2970 SW 50th Terrace	
Company Name		Street Address	
Wn Mh	03/08/2022	Gainesville, FL 32608	
Signature of Authorized Representative	Date	City, State, Zip	
Will McClave, President		(352) 381-4400 contract-admin@infotechinc.com	
Print Name and Title		Phone/Email address	

ATTACHMENT E



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 of 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.

- 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:

Conflict of Inte	rest Disclosure*
Name of City of Ann Arbor employees, elected officials or immediate family members with whom	() Relationship to employee
there may be a potential conflict of interest.	() Interest in vendor's company () Other (please describe in box below)

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:			
Info Tech, Inc., DBA Infotech (352) 381-4400			
Vendor Name Vendor Phone Number		Vendor Phone Number	
Wn M'h	03/08	8/2022	Will McClave
Signature of Vendor Authorized Representative	Da	ate	Printed Name of Vendor Authorized Representative

^{*}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.



Updated February 26, 2020

ITI Products Service Levels

Customer Service

Customer Support Channels	Phone, Chat, and Email
Days	Monday - Friday Excluding Holidays
Hours	Email and Phone 7:00 a.m 8:00 p.m. (Eastern) Chat 8:00 a.m 6:00 p.m. (Eastern)
Holidays	Legal Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

Circumstances beyond Infotech's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, storm, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement.

Service Reliability

Uptime Commitment	99.99%	
Calculating Uptime	AWS Route53 Health Checks polls all of our sites every minute. Every night after midnight we count all of the minutes we were up and divide by 1440 to get our percentage of uptime for the day. Our total uptime is a rolling 365-day average.	
Disaster Recovery Plan	Infotech maintains a disaster recovery plan that will be executed in the event catastrophic damages result from circumstances outside of Infotech's control. Infotech updates its disaster recovery plan on an annual basis.	
Planned Outages	Planned outages will be done outside of the peak service hours of 7:00 a.m 8:00 p.m. ET. We will notify our users seven days prior to planned outages lasting one hour or more. Planned outages lasting less than one hour will receive 24 hours notice.	
Recovery Time	In the event of a data center failure, the recovery time is up to one hour.	

Objective	
Recovery Point Objective	The real-time replication across multiple data centers and separate geographical regions allow for no data loss in the event of a catastrophic incident.
Unscheduled Interruption	Unscheduled interruptions will be reported within 30 days of Infotech's receipt of a request for explanation.
Circumstances beyond Infotech's reasonable control, including, without limit any governmental body, war, insurrection, sabotage, embargo, fire, flood, store other labor disturbance, interruption of or delay in transportation, unavailable interruption or delay in telecommunications or third-party services, failure software or inability to obtain raw materials, supplies, or power used in or entereded for provision of the Service Level Agreement.	

Issue Resolution

Response time	We respond to all customer email inquiries within one hour. We are committed to maintaining an average wait time of less than one minute for inbound phone support.			
Defect Classifications	Issues are classified in the Critical, High, Medium, and Low categories.			
Resolution of Critical Defects	We aim to resolve critical issues within 24 hours. Critical issues are production issues that severely impact customer use of the service.			

- 1. The situation halts customer business operations and no procedural workaround exists.
- 2. Service is down or unavailable.
- 3. Data is corrupted or lost and must be restored from backup.
- 4. A critical documented feature/function is not available.

Critical issues may require customer to have dedicated resources available to work on the issue on an ongoing basis with Infotech. If customer does not provide such dedicated resource, then Infotech shall not be liable for related delays.

Upgrades and Updates

Release Process	Upgrades and updates that may impact the normal use of the service will occur after Infotech business hours, usually between 9:00 p.m 7:00 a.m. ET. The release of upgrades and updates is not considered a downtime factor. Updates released during Infotech business hours will not interrupt use or access to the service.
Release Notes	Release notes are posted within one (1) business day of a release. Release notes include upgrades and updates that affect the user workflow.

Security

Multi-tenant Data

All uploaded tenant data is flagged with the appropriate owner/tenant and only tenant-identified users with appropriate access are able to modify and view the data. Any requirement to gather data for a specific agency would be segregated per the appropriate tenant flag identifier.

	Data is classified and access is controlled via each application. Tenants are able to specify various user levels to control access. Infotech has administrator and support account classifications in order to restrict tool and data access to all tenant data. All of our services communicate via HTTPS, a secure, encrypted method of data transfer.		
User Access	User access to the applications will be tightly restricted and available over the Internet only, using Secure Sockets Layer/Transport Layer Security (SSL/TLS) encryption.		
Certifications	SOC 2 Type 2 and PCI Compliant		
Security Standards	NIST Moderate ImpactControls		
Encryption	All data in our services uses AES 256 encryption. All data stored at rest in the underlying storage, or in transit between the application servers and databases and between the end users and applications, is encrypted. Automated backups and snapshots are also encrypted at rest.		
Compliance Programs	Tenant environment is hosted through AWS which is compliant with several federal standards. AWS Compliance Programs		
Penetration Testing	We undergo an annual third party assessment of our security architecture and a gap analysis to see how we match up against industry standards.		
Notification of Breach			

Resources

System Status

	results of our investigation, consultation with local and state government officials, and pursuant to Florida and federal law.	
Password Requirements	Our password requirements meet industry standards as defined and verified through a third-party vendor conducting annual security and penetration testing.	

Appia® Blog

Bid Express® Case Studies

Doc Express® Webinars

Mobile Inspector® Events

Field Interviewer™ Product Guides

Estimator™ Shopping Cart

Company

FieldManager®

Products

Infotech Consulting

EMILY KNOLL

CUSTOMER SUCCESS LEAD AT INFOTECH

With a background in managing projects for vertical construction and manufacturing companies, my extreme attention to detail and my expertise in identifying and understanding trends quickly has helped teams meet their project goals. Experienced in IT implementations and with a passion for change management, I've guided customers through new ways of operation and have led software training for groups of over 400 users. An effective people manager, teams love working with me for my empathetic leadership abilities, excellent communication skills, capacity for creative problem solving, and infectiously positive attitude.

EXPERIENCE

CUSTOMER SUCCESS LEAD, CONSTRUCTION | INFOTECH

JAN 2021-PRESENT

PROMOTED FROM SENIOR BUSINESS SPECIALIST | Customer Success Team Lead focused on the suite of construction tools provided by ITI Products, including Appia and Doc Express. Internal SME for construction industry knowledge and the Appia service, a web-based SaaS construction management product used by horizontal and heavy civil construction customers. Guiding the restructuring of the Customer Success charter, leaning on my background in project planning and organizational change management. Partnering with cross-functional teams including sales, marketing, design, development, and testing to ensure that our customers are provided with world-class products and service.

CONSULTANT | EMILY KNOLL CONSULTING LLC

OCT 2017-DEC 2020

PROJECT MANAGEMENT & QA CONSULTANT | HUNTER DOUGLAS (CLIENT)

Delivered on OneHD, a \$96 million SAP Cloud (S/4HANA) implementation and business transformation across multiple divisions. Proven cross-functional team leader, managed critical path activities and motivated multiple workstreams to ensure project schedule remained on track. Successfully planned and executed FUT, ITC, and UAT testing cycles. Authored daily progress reports distributed to c-level executives that analyzed trends of defects, tracked planned to actual completion, and monitored the health of functional teams and divisions. Headed the logistics charge for 400+ testers across over a dozen sites including onboarding, space planning, meeting cadence, and hardware/software needs. Lead meetings, software training webinars, and testing cycle kickoffs with more than 100 attendees.

MARKETING CONSULTANT | INFOTECH (CLIENT)

Consulted on PR content and website redesign for a construction management software company. Made actionable recommendations on how to best engage site visitors. Reviewed industry competitors to understand marketing gaps. Summarized advertisement placement and webinar promotion opportunities for annual budget planning.

PROJECT COORDINATOR | HINES

MAY 2013-SEPT 2017

PROMOTED FROM MANAGEMENT ASSISTANT | Project Coordinator on 1144 Fifteenth, a \$300 million, 41-story, Class AA office tower in Downtown Denver. Managed the schedule and financial progress of the construction phase. Authored monthly reports for 1144 to update c-level executives and investing partners on the financial health and construction progress of the building. Marketing point-of-contact for the Denver office. Redesigned communication materials including investor reports, email marketing, event announcements, and building signage. Coordinated and executed multiple corporate events, high-profile groundbreakings, and grand openings. Community outreach lead, orchestrated numerous charities, fundraisers, and volunteer events. Spearheaded the inaugural 2017 Lemon Climb Denver, benefitting Alex's Lemonade Stand Foundation.

EDUCATION

ARIZONA STATE UNIVERSITY BACHELOR OF SCIENCE, MARKETING

CLASS OF 2009

Graduated Cum Laude from the W.P. Carey School of Business

UNIVERSITÁ CATTANEO, ITALY INTERNATIONAL BUSINESS EXCHANGE PROGRAM

FALL 2007

International Marketing Strategies and Sustainability

TECHNICAL SKILLS

GOOGLE SUITE

MICROSOFT OFFICE (EXCEL, WORD, PPT)

TRELLO | BASECAMP

JIRA | PMC (SIMILAR TO JIRA)

ALM

Additional Proficiencies: Zoom. Slack, Confluence, SharePoint, WebEx, Act! CRM, Constant Contact, InVision, OneNote, Drone Photography, Video Editing, Talkdesk

SHANA KNIGHT

EXPERIENCE

11-01-2021 - PRESENT

SENIOR CUSTOMER SUCCESS SPECIALIST, INFOTECH

- Co-manage implementations and trainings for the Doc Express and Appia services.
- Lead documentation review for the Doc Express, Appia and Signet services for the internal/external knowledge center.
- Responsible for release notes management for all construction products.
- Lead for webinar facilitator for the Signet service and any additional construction products through 2022.
- Co-manage license updates for the Doc Express and Appia services.
- Assist to new construction team members for escalation of incoming customer issues via email or chat.
- Co-facilitate testing for all construction products.

05-01-2019 - 11-01-2021

BUSINESS SPECIALIST, INFOTECH

- Co-manage implementations and trainings for the Bid Express, Doc Express and Appia services.
- Responsible for managing pilots for ongoing and net new products for the construction services.
- Testing lead for construction products enhancements and updates.
- Dependable for providing excellent customer service in a timely manner to all customers and agencies alike via email.
- Assist with documentation for development processes.

TECHNICAL SKILLS

- Jira
- Confluence
- Word Press
- PowerPoint
- ITI Product Services: Appia, Doc Express, Bid Express (Agency and Vendor), and Signet

MICHAEL HELM

5623 9th St. SE Lakeland, FL 33812

(352) 381-4496 • Michael.helm@infotechinc.com

Experience

INFOTECH GAINESVILLE, FL

Mar 2022 -Present

Account Manager

- Same as previous role with added responsibilities below
- Increased focus on existing customer base to ensure their accounts are optimized for their needs and that
 they are seeing success.
- Establish partnerships with champion customers to collect feedback on Infotech's services, understand industry trends, and advocate for their needs.

Jan 2020 – Feb 2022

Sr. Account Specialist

- Same as previous role with added responsibilities below
- Personally implemented new Bid Express customers who had accelerated onboarding needs to ensure their first electronic bids were advertised on time.
- Presented thought leadership content at conferences to establish Infotech as the leading provider of e-Construction solutions for transportation owner-agencies.
- Moderated live webinars with Infotech customers to showcase success stories and how others can learn from their examples.

Jan 2018 – Dec 2019

Account Specialist

- Conducted discovery with local transportation agencies and consultant firms to uncover issues and inefficiencies with their bidding and construction administration processes.
- Educated prospective customers on the impacts that these issues/inefficiencies have on organizations.
- Guided prospective customers through how Infotech's web-based SaaS solutions address these issues/inefficiencies by conducting live, personalized demonstrations.
- Aided prospective customers with justifying purchases to internal stakeholders and executing agreements with Infotech to provide services.
- Attended transportation industry conferences as an exhibitor to network with attendees and connect with prospective customers whose needs match Infotech's offering.

May 2017 – Dec 2017

Support Specialist Intern

- Supported construction contractors with registering for, navigating, and submitting electronic bids through Infotech's Bid Express Service and the AASHTOWare Project Bids component.
- Conducted an internship research project that explored top strategies used by industry-leading tech companies to reduce average daily support call numbers while still handling increased demand for support. Resulted in the implementation of a self-support knowledge database and online chat options.

EXHIBIT B COMPENSATION

<u>General</u>

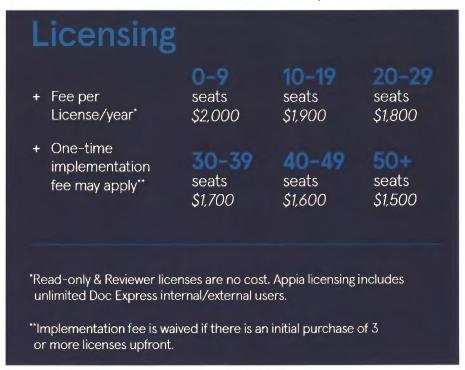
Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Fee Proposal

Infotech prices its Appia® service on a per–user basis. Only active users (anyone such as inspectors or project managers who are actively entering, modifying, or approving construction inspection data, change orders, payments, etc.) require a paid license. Infotech offers access at no cost to read–only users of the Appia service, or to external stakeholders participating in document approval workflows in the Doc Express® service. Licensing fees cover implementation, training, and ongoing support. See the table below for volume discount pricing.

Infotech will bill no hourly rates or overhead factors to the City, only the licensing fees laid out below. Key staff and their titles are laid out in the "Ann Arbor's Implementation Project Team" section of the main response. Infotech will hold fees for a two-year period from date of award.

Based on the City of Ann Arbor's estimate of 45 internal users each representing an active Appia user, this annual total will come to \$72,000 (\$1,600 per seat).



If the City wishes to add the Estimator[™] software so that it can analyze "average unit prices over a number of years for various projects" (a desired, not mandatory requirement), that software requires an additional \$599 annual fee per user.

In addition, the Contractor agrees to the following pricing beyond the two-year period indicated in the proposal, should the City agree to renew the contract:

Year	Price per seat	Seats	Total
1-2	\$1,500.00	50	\$75,000.00
3-4	\$1,600.00	50	\$80,000.00
5-6	\$1,700.00	50	\$85,000.00
7-8	\$1,800.00	50	\$90,000.00
9-10	\$1,900.00	50	\$95,000.00

EXHIBIT C INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
 - 1. Professional Liability Insurance or 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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that 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 Project General Aggregate Personal and Advertising Injury

- 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that 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 for any insurance listed herein.
- 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 and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may 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. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.