



**PONTIAC CITY COUNCIL  
FORMAL MEETING**

**July 13, 2017**

**6:00 P.M.**

**197<sup>th</sup> Session of the 9<sup>th</sup> Council**

*It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."*

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to excuse councilmembers

Amendments to and Approve the Agenda

Approval of the minutes

1. July 6, 2017

Consent Agenda Items

2. Resolution for Judge Christopher Brown
3. Resolution for Elbert Hatchett
4. Resolution for Judge Cynthia Thomas Walker
5. Resolution for Judge Leo Bowman
6. Resolution for Willie Rowls
7. Resolution for Ruth N. Mitchell "Mama Ruth"
8. Resolution to showcase Judge Christopher C Brown and Elbert L. Hatchett in City Hall

Deputy Mayor Report or Departmental Head Report

Recognition of Elected Officials

Agenda Address

**Agenda Items for Consideration.**

9. Request for approval of Settlement Agreement CPREA vs. City of Pontiac.
10. Resolution for the purchase of Enterprise Content Management Software.

Public Comment

Mayor, City Clerk, City Attorney, and Council Closing Comment

Adjournment

July 6, 2017

**Official Proceedings  
Pontiac City Council  
196<sup>th</sup> Session of the Ninth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, July 6, 2017 at 6:05 p.m. by President Patrice Waterman.

Call to Order at 6:05 p.m.

Roll Call

Members Present: Carter, Holland, Pietila, Taylor-Burks, Waterman and Woodward.

Members Absent: Williams.

Mayor Waterman was present.

Clerk announced a quorum.

17-223        **Excuse Councilperson Kermit Williams for personal reasons.** Moved by Councilperson Pietila and supported by Councilperson Woodward.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Woodward and Carter.

No: None

**Motion Carried.**

17-224        **Approval of the agenda with changes to defer Item #2 (settlement agreement) for one week and add a Special Presentation from the Waterford Fire Department.** Moved by Councilperson Taylor-Burks and supported by Councilperson Holland.

Ayes: Taylor-Burks, Waterman, Carter and Holland.

No: Woodward and Pietila

**Motion Carried.**

17-225        **Journal of June 29, 2017.** Moved by Councilperson Taylor-Burks and supported by Councilperson Carter.

Ayes: Waterman, Woodward, Carter, Holland, Pietila and Taylor-Burks.

No: None

**Motion Carried.**

Special Presentation -- Rick David and Waterford Fire Department

Councilman Kermit Williams arrived at 6:25 p.m.

There were 23 individuals who addressed the body during public comment.

Councilman Don Woodward was excused at 7:55 p.m.

17-226        **Suspend the Rules to make item #3 (increase in pension for Police & Fire Retirement System) an action item.** Moved by Councilperson Williams and supported by Councilperson Pietila.

July 6, 2017

Ayes: Williams, Holland, Pietila and Waterman.  
No: Carter and Taylor-Burks  
**Motion Carried.**

17-227      **Request for approval of Ordinance to provide for a limited increase in pension payments for certain members of the City of Pontiac Police and Fire Department.** Moved by Councilperson Williams and supported by Councilperson Pietila.

**Ordinance No. 2347**

**An ordinance to provide for a limited increase in pension payments for certain members of the City of Pontiac Police and Fire Retirement System.**

Whereas, the temporary increase to certain members (pre 1996 retirees) of the PFRS pension system as mandated by Ordinance 2340 will expire on August 31, 2017; and,  
Whereas, the City Council desires that this temporary increase continues for at most one more year; and,  
Whereas, in order for this temporary increase to continue, the City Council must pass the emergency ordinance to authorize such a temporary increase via amendment of the section 92-122.2 of the PFRS Ordinance, and  
Whereas, Transition Advisory Board must approve the emergency ordinance after the Pontiac City Council approval, and,  
Whereas, such ordinance, if approved, will take effect from September 1, 2017 and expire on August 31, 2018, or with the commencement of the health insurance benefit, whichever comes first, and,  
Whereas, the Pontiac City Council considers this an emergency.

The City of Pontiac ordains:

**Section 1. Amendments.**

The Code of Ordinances shall be amended to read as follows:

- a. Section 92-122.2 shall be amended to add the following language:

**Temporary Pension Increase**

"All persons who retired before August 22, 1996, and who are receiving retirement benefits as of September 1, 2017 and who enter pay status through August 1, 2018, shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2017 through August 31, 2018. Should the City of Pontiac, as the result of litigation or settlement thereto, will provide retiree health insurance to the group or a compensation that is understood as an alternative healthcare benefit, the monthly allowance of \$400 per month ends.

**Section 2. Severability.**

If any section, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of the Ordinance shall stand and be in full force and effect.

**Section 3. Repealer.**

July 6, 2017

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**Section 4. Publication.**

The Clerk shall publish this Ordinance in a newspaper of general circulation.

**Section 5. Emergency Declaration and Effective Date.**

This Ordinance is declared an emergency to allow the pension recipients to collect the increase authorized in this Ordinance on the date identified in this Ordinance and shall be effective immediately upon adoption by the City Council and approval by the Transition Advisory Board.

Ayes: Holland, Pietila, Taylor-Burks, Waterman and Williams.

No: Carter

**Ordinance Passed.**

17-228      **Council tabled Items #4 & #5 (setting public hearing on sale of vacant land) until its brought back after the Real Estate Sub Committee meets. Moved by Councilperson Pietila and supported by Councilperson Holland.**

Ayes: Carter, Holland, Pietila, Taylor-Burks and Waterman.

No: None

**Motion Carried.**

Williams absent during the vote.

**President Patrice Waterman adjourned at 8:32 p.m.**

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SHEILA R. GRANDISON  
DEPUTY CITY CLERK

**City of Pontiac Resolution for Judge Christopher C. Brown (retired)**

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of unparalleled and exemplary character and whose lives have had a profound impact of elevating, and inspiring the community; and,

**WHEREAS,** Judge Christopher C. Brown was born in Pontiac, Michigan and has continued to reside in Pontiac his entire life; and,

**WHEREAS,** Judge Christopher C. Brown attended Pontiac Public schools, Bagley Elementary, Washington Jr. High and graduated from Pontiac Senior High School in 1956; and,

**WHEREAS,** Judge Christopher C. Brown obtained a Bachelor of Arts Degree in 1962 from Wayne State University and a Juris Doctorate from Detroit College of Law in 1966; and,

**WHEREAS,** Judge Christopher C. Brown began his legal career as an associate with Attorney Leon Hubbard from 1966-1968; and,

**WHEREAS,** Judge Christopher C. Brown was a founding partner along with his childhood friend, Attorney Elbert L. Hatchett of the prestigious Law Firm of Hatchett, Brown, Waterman and Campbell in 1968; and,

**WHEREAS,** Judge Christopher C. Brown was elected Trustee of the Pontiac Board of Education from 1968 to 1972, and a member of the Board of Directors of the Pontiac Area Urban League and the Oakland County Legal Aid Society; and,

**WHEREAS,** Judge Christopher C. Brown was elected and sworn in as Judge of the 50<sup>th</sup> District Court in Pontiac, Michigan and was the first African-American judge elected to the bench in Oakland County; and,

**WHEREAS,** for 16 years, Judge Christopher C. Brown was the only minority judge in Oakland County; and,

**WHEREAS,** Judge Christopher C. Brown was re-elected to his 6<sup>th</sup> consecutive 6 year term as judge of the 50<sup>th</sup> District Court in November 2002. He later retired from the bench in February 2004 after serving 31 years; and,

**WHEREAS,** Judge Christopher C. Brown has been a mentor to virtually all minority lawyers who have practiced law in the Pontiac Community; and,

**WHEREAS,** Judge Christopher C. Brown has received numerous awards, however, he is especially proud of having been inducted into the National Bar Association's Hall of Fame in August 2006, having received the D. Augustus Straker Bar Association's 1<sup>st</sup> Annual Trailblazer's Award on June 24, 1993, the NBA Judicial Council's Raymond Pace Alexander Award on July 30, 2014 and the Legends of Pontiac Kappa's Award on February 27, 2010; and,

**WHEREAS,** Judge Christopher C. Brown married his late wife, Lillian Jean. They have two (2) children, Alesa Bailey and Tice Brown and six grandchildren; and,

**WHEREAS,** Judge Christopher C. Brown is a member of the NAACP, Prince Hall Masons and Kappa Alpha Psi Fraternity; and,

**THEREFORE BE IT RESOLVED,** that the members of the Pontiac City Council graciously and humbly recognize Judge Christopher C. Brown, one of its own, an outstanding Judge whose professional, civil and social contributions of leadership, selflessness and commitment to strengthening the community are monumental.

**NOW, THEREFORE BE IT RESOLVED,** that Pontiac City Council and members of this great community, honor and salute the personal accomplishments and achievements of Judge Christopher C. Brown. You are truly an inspiration.

*Patrice Waterman, President*

*Mary Pietila, Pro-Tem*

*Don Woodward, Councilman*

*Randolph Carter, Councilman*

*Mark E. Holland, Sr., Councilman*

*Doris Taylor-Burks, Councilwoman*

*Kermit Williams, Councilman*

**City of Pontiac Resolution for Elbert L. Hatchett**

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of exemplary character and whose lives have been dedicated to uplifting, empowering and fighting social injustices and inequality in the community; and,

**WHEREAS,** Elbert L. Hatchett was born in Pontiac, Michigan on July 24, 1936; and,

**WHEREAS,** Elbert L. Hatchett attended Pontiac Public Schools, graduated from both Central State University in Wilburforce, Ohio and the University of Michigan prior to attending Florida A & M University; he graduated from Law School in 1966 with honors; and,

**WHEREAS,** while in Florida, Elbert L. Hatchett married the former, Laurestine Walton of Tallahassee, Florida. The couple has three (3) children, two (2) grandchildren and one great-grandchild; and,

**WHEREAS,** Elbert L. Hatchett returned home, served as an Associate Professor at the University of Detroit-College of Law for two and a half (2 ½) years, started a law practice in Pontiac, Michigan and was a founding partner with Judge Christopher C. Brown of the Law Firm, Hatchett, Brown, Waterman and Campbell. The firm is currently operating under the name of Hatchett, DeWalt & Hatchett; and,

**WHEREAS,** Elbert L. Hatchett has gained notoriety for many of his cases, one such case, his successful suit against the Pontiac School District in 1971, which was based on a claim of defacto segregation while serving as lead counsel of the Law Firm of Hatchett, Brown, Waterman & Campbell. The case went all the way to the United States Supreme Court and established the first northern precedent for busing as a remedy to segregate school systems; and,

**WHEREAS,** other noteworthy cases of Elbert L. Hatchett include, the anti-trust case against the National Football League (NFL) in New York and the criminal defense case involving three black men charged with assault of a police officer in Tunica, Mississippi; and,

**WHEREAS,** Elbert L. Hatchett is recognized as one of the nation's leading trial lawyers in both criminal and civil cases; and has represented clients in twenty-three states; and,

**WHEREAS,** Elbert L. Hatchett's firm has been multi-racial and multi-ethnic and has been responsible for providing employment and initial training to more African-American practitioners over the last forty-five years than any other law firm in the State; and,

**WHEREAS,** Elbert L. Hatchett has received a host of awards. The awards he is most proud of include, the Detroit Human Rights Committee for Outstanding Contributions to the Pursuit of Human Rights, the Community Service Award for the National Association of Black Business and Professional Women, the Distinguished Alumni Award from Florida A & M University and the Trailblazer Award from the D. Augustus Straker Bar Association; and,

**THEREFORE BE IT RESOLVED,** that the members of the Pontiac City Council graciously and humbly recognize Elbert L. Hatchett, one of its own, a great lawyer, philanthropist and humanitarian.

**NOW, THEREFORE BE IT RESOLVED,** that Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Elbert L. Hatchett. You are a truly a class act.

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*Patrice Waterman, President*

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*Mary Pietila, Pro-Tem*

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*Don Woodward, Councilman*

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*Randolph Carter, Councilman*

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*Mark E. Holland, Sr., Councilman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermit Williams, Councilman*

**City of Pontiac Resolution for Judge Cynthia Thomas Walker**

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to creating a legacy of success, inspiration and empowerment; and,

**WHEREAS,** Judge Cynthia Thomas Walker is a 1982 graduate of Valparaiso University Law School; and,

**WHEREAS,** as a multi-talented attorney dedicated to the legal profession and the practice of law, Judge Cynthia Thomas Walker for 20 years prior to serving as a judge, held a variety of civil, criminal and administrative positions; and,

**WHEREAS,** Judge Cynthia Thomas Walker also worked as Court Administrator for the 50<sup>th</sup> District Court, as City Attorney for Pontiac and as a staff attorney for UAW Legal Services and Legal Services of Eastern Michigan; and,

**WHEREAS,** Judge Cynthia Thomas Walker has served on the 50<sup>th</sup> District Court bench since 2003; and,

**WHEREAS,** Judge Cynthia Thomas Walker is highly respected and a trailblazer as she was the first African-American female to sit as a judge at the 50<sup>th</sup> District Court; and was appointed as Chief Judge in January 2010; and,

**WHEREAS,** Judge Cynthia Thomas Walker is affiliated and has been an active member of a number of organizations such as the Women Officials Network, Oakland County District Judges Association, Oakland County Bar Association and Kiwanis Club of Pontiac; and,

**WHEREAS,** Judge Cynthia Thomas Walker enjoys reaching out to young people introducing them to careers and positive experiences in the legal profession so they start out on the right side of the law; and,

**WHEREAS,** Judge Cynthia Thomas Walker is distinguished in her profession by her sincere dedication to young people, her exemplary contributions of leadership, selflessness and commitment to our community; and,

**NOW, THEREFORE BE IT RESOLVED,** that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Judge Cynthia Thomas Walker.

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*Patrice Waterman, President*

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*Mary Pietila, Pro-Tem*

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*Don Woodward, Councilman*

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*Randolph Carter, Councilman*

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*Mark E. Holland, Sr., Councilman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermit Williams, Councilman*

**City of Pontiac Resolution for Judge Leo Bowman**

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to crafting a legacy of vision, inspiration and empowerment; and,

**WHEREAS,** Judge Leo Bowman is a native of Pontiac, Michigan and has lived in Oakland County his entire life; and,

**WHEREAS** Judge Leo Bowman received his early education in the Pontiac Public School system, he graduated from Pontiac Central High School in 1972, received a Bachelor of Arts Degree from Oakland University in 1976 and a Juris Doctorate from the University of Detroit Law School in 1981; and,

**WHEREAS,** Judge Leo Bowman is married to Clara and they have three (3) sons; and,

**WHEREAS,** Judge Leo Bowman was elected to the 50th District Court in 1988, re-elected in 1994, 2000 and 2006 and he served as Chief Judge of the 50th District Court for eight years; and,

**WHEREAS,** Judge Leo Bowman was also appointed in 1998 and 2000 to sit at the Oakland County Circuit Court as a Drug Court, Judge; and,

**WHEREAS,** Judge Leo Bowman was selected by the Michigan Supreme Court to represent Michigan judges at a Pro Se Litigant conference in Scottsdale, Arizona in 2002; and,

**WHEREAS,** the Brooklyn Law School/National Center for State Courts designated Judge Leo Bowman to attend a science for Judges symposium at Brooklyn Law School, Brooklyn, New York in 2004; and

**WHEREAS,** Judge Leo Bowman was appointed by Governor Jennifer Granholm to the 6<sup>th</sup> Circuit Court in Oakland County on January 16, 2007; and,

**WHEREAS,** Judge Leo Bowman is the first African-American male to serve as a permanent member of the Oakland County Circuit Court, retained in the 2008 election and re-elected in 2012; and,

**WHEREAS** Judge Leo Bowman spearheaded and initiated many programs including, a conflict/resolution program with Pontiac Central High School and a co-op program for Pontiac High School students; and,

**WHEREAS,** Judge Leo Bowman has also held court proceedings in a high school, junior high school and Oakland Community College; and,

**WHEREAS,** Judge Leo Bowman is affiliated and has maintained memberships with numerous organizations, some include; past board member of the NAACP and Urban League, the American Judges Association Board of Governors, the Michigan Bar Association, the American Bar Association and the National Bar Association, Association of Black Judges of Michigan (past President), the Michigan Judges Association in 2001 (past President), Co-Chairman of the Michigan Association of Leadership Development in 2002, and the Oakland County Bar Association Board of directors; and,

**WHEREAS,** Judge Leo Bowman has received a host of awards, Pontiac Urban League "Ronald H. Brown Excellence in Leadership Award," and the Northern Oakland NAACP "Community Treasurer's Award; just to name a few; and,

**THEREFORE BE IT RESOLVED,** that the members of the Pontiac City Council graciously and humbly recognize Judge Leo Bowman, one of its own, a great Judge and trail blazer.

**NOW, THEREFORE BE IT RESOLVED,** that Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Judge Leo Bowman.

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*Patrice Waterman, President*

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*Mary Pietlla, Pro-Tem*

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*Don Woodward, Councilman*

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*Randolph Carter, Councilman*

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*Mark E. Holland, Sr., Councilman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermit Williams, Councilman*



## **City of Pontiac Resolution for Willie Rowls**

**WHEREAS,** It is the sense of this legislative body to pay proper tribute and honor those whose tenacity and entrepreneurial spirit are the driving forces behind their immeasurable dedication and service to the community; and,

**WHEREAS,** at an early age, Willie Rowls knew he wanted to become a barber as his older brother whom he admired was a barber; and,

**WHEREAS,** Willie Rowls graduated in 1960 from Weeden Barber College in Chicago; and,

**WHEREAS,** Willie Rowls barbered in Chicago until 1968 when he moved to Pontiac to work alongside his brother Oscar, at 607 Franklin Road, the present site of Jones Beauty Shop; and,

**WHEREAS,** Willie Rowls worked at Pontiac Motors for thirteen months, during that time, Willie Rowls continued working with his brother Oscar on a part-time basis, until he was laid off and then he returned to barbering full-time; and,

**WHEREAS,** Willie Rowls felt a strong desire and compelled to pursue his dream of having his own business, so in 1990 and after 20 years with his brother, Willie Rowls purchased a building and opened Willie's Barber and Beauty Shop which currently remains at the same location, 545 E. Pike Street; and,

**WHEREAS,** Willie Rowls has truly been an inspiration to others as China Bradley and Dion Johnson have been with Willie for 25 years and three other barbers who were encouraged by Willie Rowls, later became entrepreneurs and opened their own barber businesses; and,

**WHEREAS,** Willie Rowls has enjoyed servicing a diverse clientele ranging from local Pontiac residents, to Pistons and Lions players as well as many business professionals; and,

**WHEREAS,** Willie Rowls has two grandsons that have followed in his footsteps and become barbers, Daryl and Vartel; and,

**WHEREAS,** Willie Rowls at the age of 76, still enjoys cutting hair, the camaraderie of his customers and plans to continue servicing the Pontiac community for years to come; and,

**NOW, THEREFORE BE IT RESOLVED** that we the members of the Pontiac City Council on behalf of the citizens of Pontiac, recognize and salute Willie Rowls for his outstanding service and dedication to enriching the lives of families and individuals in our community.

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*Patrice Waterman, President*

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*Mary Pietila, Pro-Tem*

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*Don Woodward, Councilman*

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*Randolph Carter, Councilman*

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*Mark E. Holland, Sr., Councilman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermit Williams, Councilman*

**City of Pontiac Resolution for Ruth N. Mitchell “Mama Ruth”**

**WHEREAS,** The Pontiac City Council celebrates the gift of life and those who have lived life abundantly and whose lives exemplify the highest ideals of humanity; and,

**WHEREAS,** Ms. Ruth N. Mitchell was born July 25, 1927 and is more affectionately known as, “Mama Ruth;” and

**WHEREAS,** Ms. Ruth N. Mitchell married at the age of 16 to an Army serviceman and has been a long time resident of Pontiac, Michigan since 1947; and,

**WHEREAS,** Ms. Ruth N. Mitchell passionate about education, went back to school in 1973 and earned her high school diploma; and,

**WHEREAS,** Ms. Ruth N. Mitchell stressed the importance of education to her children and in standing firm in her belief, financed six of her children’s college education, five are in the medical field and one is in business; and,

**WHEREAS,** Ms. Ruth N. Mitchell was a faithful and dedicated Michigan Bell employee; and,

**WHEREAS,** Ms. Ruth N, Mitchell became a widow in 1981; and,

**WHEREAS,** Ms. Ruth N. Mitchell has selflessly volunteered numerous hours at the North Oakland Medical Center; and,

**WHEREAS,** Ms. Ruth N. Mitchell enjoys line dancing and sewing; and,

**WHEREAS,** Ms. Ruth N. Mitchell belongs to the Bowens Center, the Golden Opportunity Club, International Travel Club, Red Hat Society and is a member of Macedonia Missionary Baptist Church; and,

**NOW, THEREFORE BE IT RESOLVED,** that Pontiac City Council and members of this great community, hereby acknowledge and honor, the life and legacy of a honorable woman, Ms. Ruth N. Mitchell, with great pride and dignity.

**BE IT FURTHER RESOLVED** that the Pontiac City Council recognizes and salutes Ruth N. Mitchell as she is honored with a celebration on Friday, July 21, 2017 for the blessing that she has been to her family and friends for the 90 years of life “Happy 90<sup>th</sup> Birthday Mama Ruth.”

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*Patrice Waterman, President*

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*Mary Pietila, Pro-Tem*

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*Don Woodward, Councilman*

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*Randolph Carter, Councilman*

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*Mark E. Holland, Sr., Councilman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermit Williams, Councilman*

**City of Pontiac Resolution to Showcase Judge Christopher C. Brown and  
Elbert L. Hatchett in City Hall**

**WHEREAS,** The City of Pontiac is proud to pay tribute to native sons, Judge Christopher C. Brown and Elbert L. Hatchett, men of impeccable character and whose lives have been dedicated to uplifting the community; and,

**WHEREAS,** Judge C. Brown and Elbert L. Hatchett, childhood friends, both went to Pontiac Public schools, ultimately found their way back home after attending law school, and for a period of time, became law partners and phenomenal lawyers.

**WHEREAS,** Judge C. Brown and Elbert L. Hatchett have played an integral part in improving the quality of life for Pontiac residents and have given unselfishly to this community; and,

**WHEREAS,** the unwavering and invaluable contributions of Judge C. Brown and Elbert L. Hatchett deserve special recognition and appreciation; and,

**NOW, THEREFORE, BE IT RESOLVED,** that the Members of Pontiac City Council and the Mayor, humbly and with great honor and respect, shall showcase both Judge Christopher C. Brown and Elbert L. Hatchett in Pontiac City Hall.

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*Dr. Deirdre Waterman, Mayor*

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*Patrice Waterman, President*

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*Mary Pietlla, Pro-Tem*

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*Don Woodward, Councilman*

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*Randolph Carter, Councilman*

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*Mark E. Holland, Sr., Councilman*

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*Doris Taylor-Burks, Councilwoman*

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*Kermitt Williams, Councilman*



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** Jane Bais-DiSessa, Deputy Mayor

**DATE:** June 21, 2017

**RE:** City Council Agenda Item: Request for Approval of Settlement Agreement  
Regarding CPREA vs. City of Pontiac

In regards to the above referenced lawsuit, the following resolution is recommended for your consideration:

- Whereas, the City of Pontiac has been litigating since 2013 with certain class of retirees covered under CPREA lawsuit;
- Whereas, through continuous mediation between the City of Pontiac and CPREA the parties have come to a tentative agreement as shown on attached Exhibit A; and
- Whereas, the tentative agreement as presented, has to go through various levels of approval, the first of which is the approval granted by the Pontiac City Council; and
- Whereas, through the settlement, the City avoids further litigation and a potential liability of tens of millions of dollars which could result in the City seeking relief under the U.S. Bankruptcy Code;

Now therefore be it resolved, that the Pontiac City Council approves the settlement agreement between the City of Pontiac and CPREA as presented in the proposed settlement agreement dated June 28, 2017.

JBD

Attachment

*Dated: 6/28/17*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

THE CITY OF PONTIAC RETIRED  
EMPLOYEES ASSOCIATION, DELMER  
ANDERSON, JOHN CLAYA, THOMAS  
HUNTER, HENRY C. SHOEMAKER,  
YVETTE TALLEY and DEBRA WOODS,

Plaintiffs,

Case No. 2:12-cv-12830

v.

Hon. Avern Cohn

LOUIS SCHIMMEL, INDIVIDUALLY  
AND IN HIS CAPACITY AS EMERGENCY  
MANAGER OF THE CITY OF PONTIAC,  
CATHY SQUARE, INDIVIDUALLY AND  
IN HER OFFICIAL CAPACITY AS  
DIRECTOR OF THE HUMAN RESOURCES  
AND LABOR RELATIONS DEPARTMENT  
OF THE CITY OF PONTIAC AND  
THE CITY OF PONTIAC,

Defendants.

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**SETTLEMENT AGREEMENT**

*Dated: 6/28/17*

1.	The Parties .....	1
2	The Class.....	1
3.	The Claims and the Dispute.....	1
4.	Settlement .....	2
5.	Approval Process .....	2
6.	New Plans .....	2
7.	Merger.....	3
8.	The City of Pontiac’s Contributions to the New VEBA Plan.....	3
9.	Level of Coverage for Retiree Health Care .....	4
10.	Retiree Vision and Dental Care .....	5
11.	Opt-Out Option .....	5
12.	Administrative Costs.....	5
13.	Transition Period.....	5
14.	Fees .....	5
15.	Cooperation.....	6
16.	Conditions of Settlement and Termination .....	6
17.	Release of All Claims .....	6
	a. Release of Defendants.....	6
	b. Release of Plaintiffs .....	7
	c. Continued Authority to Enforce Settlement .....	7
18.	Authority of Class Counsel.....	7
19.	No Admission of Liability .....	7
20.	Voluntary Signatures .....	7
21.	Signatures in Counterparts; Photocopies .....	7
22.	Negotiation and Preparation .....	8
23.	Best Efforts .....	8
24.	Mediation .....	8
25.	Disputes.....	8
26.	Governing Law .....	8
27.	Modification.....	8
28.	Complete Agreement .....	8

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is between all parties to the lawsuit titled *The City of Pontiac Retired Employees Association, Delmer Anderson, John Claya, Thomas Hunter, Henry C. Shoemaker, Yvette Talley, and Debra Woods v. Louis Schimmel, individually and in his capacity as Emergency Manager of the City of Pontiac, Cathy Square, individually and in her capacity as Director of the Human Resources and Labor Relations Department of the City of Pontiac, and the City of Pontiac*, pending in the U.S. District Court for the Eastern District of Michigan ("Court"), Docket No. 2:12-cv-12830. This Agreement is intended to fully and finally resolve the lawsuit, subject to Court approval obtained in the process prescribed by Fed. R. Civ. P. 23 and on the terms specified in this Agreement.

1. **The Parties.** The parties to the lawsuit and to this Agreement are as follows. The Plaintiffs are Plaintiffs and class representatives: The City of Pontiac Retired Employees Association, Delmer Anderson, John Claya, Thomas Hunter, Henry C. Shoemaker, Yvette Talley, and Debra Woods (the "Class Representatives"), on behalf of themselves and on behalf of the class certified by the Court on [DATE]. The Defendants are Louis Schimmel, individually and in his official capacity as Emergency Manager of the City of Pontiac, Cathy Square, individually and in her official capacity as Human Resource Director and Director of Labor Relations, and the City of Pontiac. These parties are jointly referred to as "Defendants." Collectively, the Plaintiffs, Class Representatives, Class they seek to represent and the Defendants are referred to below as the "Parties."
2. **The Class.** The class certified by the Court pursuant to Rule 23(a)(1)-(4), (b)(1) and (2), and (g) consists of approximately 1,573 retirees, spouses of retirees, surviving spouses of retirees, dependents and vested but deferred retirees as of the date of the commencement of this lawsuit [including Housing Commission retirees who are eligible for retiree health benefits who had at least ten years of service credits at the time of separation]. This includes retirees who are members of the General Employee Retirement System (excluding hospital employees and retirees), police and fire retirees, and certain executive employees who have received retiree health care benefits from or through the City of Pontiac, as well as their spouses, surviving spouses and eligible dependents who receive or who have received health benefits from the City of Pontiac. This class shall only include those retirees and vested deferred retirees, and their eligible spouses and dependents, who were eligible for health insurance coverage at the time the Emergency Manager Orders attached as Exhibit \_\_ were issued, December 22, 2011, and will not include any retiree who retired or vested after the date of those orders. The parties acknowledge that these numbers represent the best estimate available at the time that this Agreement was entered into, and are subject to final confirmation of the census by all parties.
3. **The Claims and the Dispute.** In the lawsuit, Plaintiffs claim that Defendants wrongfully and unilaterally reduced and cancelled vested health benefits contrary to collectively-bargained promises of lifetime health benefits for retirees and others in the class. Plaintiffs sued under impairment of contract rights, the Bankruptcy clause and Supremacy clause, and deprivation of property interests without due process. Defendants deny any and all liability and wrongdoing, dispute that there were promises of lifetime

health benefits, dispute that any health benefits are vested, and assert the legal right to reduce and cancel health benefits for all class members.

4. **Settlement.** In the course of the lawsuit, the parties investigated and evaluated the disputed issues, assessed one another's positions and viewpoints, recognized that each side has advanced substantial arguments in support of that side's position, and recognized that the resolution of the disputed issues through continued litigation would entail prolonged hardship for class members and substantial expense, accompanied by a risk that one side or the other could suffer an adverse result. Accordingly, the parties engaged in negotiations, reached a mutually-acceptable compromise, and agreed to settle the lawsuit to end the uncertainties and risks of continued litigation and to achieve a final resolution of the lawsuit which provides for continued health benefits for class members, as detailed in this Agreement.
5. **Approval Process.** The parties will seek approval by the Court pursuant to Rule 23(e) of the settlement on the terms specified in this Agreement. They will seek the Court's preliminary approval of the Settlement Agreement, and a notice for distribution to all class members. They will provide the Court with an agreed-upon proposed notice. They will distribute the Court-approved notice along with a copy of this Agreement to all class members by first-class mail to each class member's last known address, with the City of Pontiac undertaking the expense of printing, mailing, and the administration of the notice process and compliance with any other Court-directed notice and distribution requirements. The parties will participate in the Court hearing specified in the approved notice and will ask that the Court: (1) find that the settlement is fair, reasonable, and adequate and in compliance with Rule 23 and other legal requirements and (2) enter judgment reflecting these findings and approving the settlement.
6. **New Plans.** The City of Pontiac will terminate the General Employees Retirement System Pension Plan ("GERS Plan") and establish a new GERS Plan, which will receive assets equal to 130% of the pension liabilities of the old GERS Plan. Prior to the transfer of assets to the new GERS Plan, the City and CPREA shall be given the pension plan assumptions and shall have an opportunity to approve those assumptions. If the City and/or CPREA do not approve those assumptions, the Parties shall immediately submit the dispute to Judge Cohn for resolution. The Board of the new GERS Plan shall have the identical membership and proportional representation as exists on the old GERS Plan Board at the time of its termination. However, on the new GERS Plan Board, a super majority of seven (7) members of the Pension Board shall be required: (a) whenever the board votes to invest in any alternative investment, including but not limited to real estate, private equity, hedge funds, etc.; and (b) whenever the board votes on any investment decision if the new GERS Plan is under 90% funded. In exchange for this supermajority requirement, the City of Pontiac agrees to indemnify the Plaintiff CPREA and its Board for any and all claims, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and causes of action arising out of Plaintiffs' agreement to this super majority requirement, and which arise out of the New GERS Board members' compliance with the super majority requirement set forth in this Paragraph. The Parties agree that in any and all proceedings which Plaintiffs claim triggers a right to indemnification, the City of Pontiac has sole and complete discretion to



propose, for CPREA's review, three options for defense counsel, and CPREA shall be permitted to choose one of those three options. CPREA shall not be permitted to select counsel outside of these three options.

The eligible retirees to receive pension benefits under the new GERS Plan will be identical to those receiving benefits under the old GERS Plan and all deferred vested or active vested employees of the City who are eligible to receive pension, at some point, under the old GERS Plan will be entitled to the same benefits under the new GERS Plan. The City will also establish a New VEBA Plan Trust Agreement, which will receive the excess assets from the old GERS Plan that exceed 130% of the pension liabilities of the old GERS Plan. The City of Pontiac will obtain a determination letter ruling from the U.S. Internal Revenue Service that the termination of the old GERS Plan will not present any adverse effect upon the City or retirees. The City will also seek a determination ruling from the U.S. Internal Revenue Service that the new GERS Plan qualifies as a tax exempt Plan, and that the New VEBA Plan qualifies as a Voluntary Employee Beneficiary Association Plan in the meaning of Section 501(c)(9) of the Internal Revenue Code. The parties agree that this Agreement is contingent upon the City receiving favorable ruling from the U.S. Internal Revenue Service with regard to the above captioned requests. In the event that the U.S. Internal Revenue Service determines that any of the provisions of this Agreement and/or the new GERS and VEBA Plans are insufficient to grant the requested determination letters, the parties agree that they will make good faith, reasonable efforts to modify the terms of this Agreement and the Trust Agreements and ordinances consistent with the material purposes of this settlement to eliminate the barriers to obtaining the determination letters from the U.S. Internal Revenue Service.

7. **Merger.** The Board of Trustees of the Pontiac Police and Fire Retiree Pre-Funding Group Health Insurance Trust will merge into the New VEBA Plan with the New VEBA Plan being the surviving entity. After the merger, the Police and Fire Retirees and deferred vested Police and Fire Retirees will receive health insurance benefits in retirement under the terms and provisions of the New VEBA Plan. The Board of Trustees of the City of Pontiac Police and Fire Retiree Pre-Funded Group Health Insurance Trust and the City of Pontiac agree to seek a determination letter from the U.S. Internal Revenue Service that the mergers of the two VEBA Plans do not in any way effect the past or future qualification of the Plans as qualified voluntary employee benefits cessation Plans under Section 501(c)(9) of the U.S. Internal Revenue Code.
8. **The City of Pontiac's Contribution to the New VEBA Plan.** The City of Pontiac agrees that:
  - a. It shall make an initial contribution to the New VEBA Plan of \$4,250,000. This initial contribution shall be due within ninety (90) days of either the date the New VEBA Plan is approved by the Internal Revenue Service, or the date the New VEBA Plan is created, whichever comes later in time. The Parties to this Agreement understand that the City of Pontiac is involved as a party to *Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Trust Board of Trustees v. City of Pontiac No. 2*, Docket No. \_\_\_\_\_, that this case is

currently pending before the Michigan Supreme Court (the “Police and Fire Retiree Lawsuit”) and that Appellants claim the City owes them, and the class they represent, certain contributions toward their retiree health benefits in the amount of approximately \$3.6 million. The Parties to this Agreement, including the Pontiac Police and Fire Retirees, agree that no matter what the decision on the merits is in the Police and Fire Retiree Lawsuit, the City of Pontiac will owe an initial contribution to the New VEBA Plan of no more than \$4.25 million and shall not be required to pay anything additional in settlement of, or after an adverse determination in, the Police and Fire Retiree Lawsuit. For example, if the Police and Fire Lawsuit results in an award of \$2.25 million against the City of Pontiac, the Initial Contribution to the New VEBA Plan shall be \$2.0 million, i.e., the Police and Fire Lawsuit award, if any, shall become part of the initial contribution.

- b. in any fiscal year in which actuaries hired by the Trustees of the New VEBA Plan determine that a required contribution exists to the New VEBA Plan for unfunded liability of the New VEBA Plan, the City will make a contribution to the New VEBA Plan on or before June 30<sup>th</sup> of the fiscal year in the amount of the lesser of the actuarial required contribution, or \$1,500,000. The City’s first contribution of up to \$1,500,000 shall be due within one (1) year and six (6) months of the date that an actuarial valuation determines that a contribution to the New VEBA Plan is required (*e.g.*, if an actuarial valuation dated December 31, 2018 determines that a contribution is required, that contribution will be due on July 1, 2020). Under no circumstances shall the City’s contribution to the New VEBA Plan exceed \$1,500,000 in any fiscal year. The New VEBA Plan Board shall consist of seven (7) members, two (2) of whom will be chosen by the Mayor of the City of Pontiac, with no City Council approval required, one (1) selected by the Pontiac City Council, and three (3) of whom will be chosen by Retirees by election and ballot as follows: One member shall be chosen by and from the members of the Police and Fire Retirement System, one member shall be chosen by and from the members of the new General Employees Retirement System, and one member shall be chosen by and from the membership of the New VEBA as a whole. These six (6) members shall confer and select the seventh Board Member within thirty (30) days of any vacancy. If the six members cannot agree on a seventh member within thirty (30) days, they will, within fourteen (14) days of the thirty (30) day deadline, select an arbitrator and submit proposals to the arbitrator, who shall decide the seventh and final board member. The Parties to this Agreement agree that the arbitrator’s decision is final and may not be appealed. If the six Board Members cannot agree on the selection of an arbitrator within thirty (30) days, the Board Members selected by the Mayor, on the one hand, and Board Members selected by the Plaintiffs, on the other hand, shall each select one (1) person per side, with the only selection prohibition being that these two individuals must not be participants in the New VEBA Plan, or be employed by, or represent, the City of Pontiac. These two individuals shall then select the arbitrator within fourteen (14) days of the thirty (30) day deadline referenced above. The New VEBA Plan shall retain a professional management company experienced in managing public and private sector VEBA Plans. The fee for the

services of such management shall be paid out of the assets of the New VEBA Plan. A Request for Proposal ("RFP") will be issued for qualified applicants. A successful bidder will be chosen by the New VEBA Plan Board.

9. **Level of Coverage for Retiree Health Care.** The New VEBA Plan shall provide eligible pre-65 retirees with Blue Cross/Blue Shield Simply Blue 500 plan, or an equivalent plan with equivalent coverage levels at equivalent cost. It contains 20% co-insurance with \$500 deductible for individual/\$1,000 deductible for family for in-network services for pre-65 age retirees, with a co-insurance maximum of \$2,500. The post-65 age retirees will receive a Plan which is supplemental to Medicare and/or Medicare Advantage Plan with a \$500 deductible, without any coinsurance, with a \$500 limit on out of pocket costs. Both the pre- and post-65 age retirees will receive prescription drug coverage with a \$10 co-pay for generic, \$40 for preferred brand names, and \$80 for all other brand name drugs. No retiree shall be responsible for paying any part of the premium for these plans, unless modified by the Trustees as set forth below. Under the New VEBA Plan the Trustees will have the flexibility to review comparable coverage and make decisions on better, comparable, equivalent and lower cost coverages. (*Exhibit 2, BC/BS Simply Blue 500 Plan benefits-at-a-glance*). Any cost-sharing premiums described in the attached Exhibit 2 are not incorporated by reference, as no retiree is responsible for paying any part of the premium of the plans unless the New VEBA Plan has insufficient funds to provide the level of benefits and coverage specified above in a given fiscal year. If and when the New VEBA Plan has insufficient funds to provide the level of benefits and coverage specified above in a given fiscal year, the Board of the New VEBA Plan shall have the discretion to make reasonable plan design changes, and change benefit, and coverage levels. Notwithstanding the foregoing, the City of Pontiac's annual contribution is limited to a maximum of \$1.5 million, and shall not exceed that amount under any circumstances, as set forth in Paragraph 8.
10. **Retiree Vision and Dental Care.** The New VEBA Plan will provide vision and dental care described in *Exhibit 3* (i.e., the coverage levels described in the relevant Exhibit as Dental Option 2 and Vision Option 5), for eligible retirees. The premium costs of this coverage is to be paid for by the VEBA Plan.
11. **Retiree Life Insurance.** Under no circumstances shall any class member be entitled to life insurance benefits without regard to any prior claim or entitlement under a collective bargaining agreement, City policy or City ordinance. Retirees eligible for health insurance coverage under the terms of this Agreement may elect to terminate their eligibility for any and all benefits provided by the new VEBA in exchange for a one-time payment of \$20,000. Any retiree who elects this opt out option at the time the New VEBA is formed will not be eligible to receive any benefits from the new VEBA, and by their election, forever waive their right – on behalf of themselves, their spouses and dependents – to receive any benefits under this Agreement, including health, vision, dental and life insurance benefits. Eligible deferred retirees will be afforded an opportunity to exercise this opt out option at the time they are eligible to receive pension benefits. At least 90 days prior to the time that the New VEBA begins providing benefits to the class members, eligible retirees shall have the option to select this one-time

\$20,000 payment. Any retiree who receives benefits from the new VEBA will not be eligible to exercise this opt out payment option.

12. **Administrative Costs.** Administrative costs of the operation of the New VEBA Plan shall be paid out of the assets of the VEBA Plan.
13. **Transition Period.** The parties agree that the current stipend payment being paid to retirees under the GERS Plan will continue until, but not beyond, such time as the U.S. Internal Revenue Service has approved the new Plans identified in this Agreement, and they have begun operation and are providing the benefits identified in this Agreement.
14. **Attorneys' Fees and Costs.** Except as provided for in paragraph 12, no fees will be sought by or paid to any party or counsel in the lawsuit from the settlement amount. In particular, no fees or expenses will be sought by or paid to Defendants or defense counsel from the settlement amount and no fees will be sought by or paid to Class Representatives from the settlement amount. No Class Representative has received, or is entitled to receive, any fee for participating in the lawsuit or for serving as a Class Representative. Plaintiffs will file a Motion for Attorneys' fees and costs for Judge Cohn's decision after this Settlement Agreement has been finalized, and Defendants shall have the option of opposing that Motion. For purposes of settlement, the City of Pontiac acknowledges that counsel for CPREA is entitled to fees for purposes of 42 U.S.C. §§ 1983 and 1988, but the amount of those fees will be at the discretion on the Court based on the pleadings and proofs submitted by the Parties.
15. **Cooperation.** Plaintiffs, Defendants, and Trustee of the existing Pension and VEBA Boards will cooperate with the City of Pontiac as necessary to facilitate the effective formation, tax qualification and other legal qualification, and initial operation and administration, of the new GERS Plan and VEBA Plan. The parties will also cooperate as directed in this Settlement Agreement, and as otherwise reasonably necessary to implement this Agreement.
16. **Conditions of Settlement and Termination.** This Agreement is subject to the fulfillment of the following conditions, and will not be final unless and until the following occur: (1) the Court enters judgment approving settlement in the form of a consent judgment that is materially consistent with the terms of this Agreement and the lawsuit is resolved as to all parties with finality; (2) U.S. Internal Revenue Service approves the termination and formation of a new GERS Pension Plan; (3) a new qualified VEBA is formed that is materially consistent with this Agreement and in compliance with applicable law; and (4) a merger is concluded between the Police and Fire VEBA and the New VEBA. If despite the best efforts of the parties, judgment approving a materially consistent settlement in the form of a consent judgment cannot be obtained or a qualified Plans materially consistent with this Agreement and in compliance with applicable law cannot be formed or operated, this Agreement shall terminate unless all parties agree in writing to proceed with the Agreement or some alternative to it. In the event that this Agreement is terminated, and no alternative settlement is agreed to, the positions of the parties shall return to pre-settlement status and the parties may continue

the lawsuit. In the event that these conditions are satisfied and the settlement becomes final, at that time the release provided in paragraph 18 will be effective.

**17. Release of All Claims.**

a. **Release of Defendants.** In consideration of and upon Defendants' full compliance with their obligations under this Agreement, all Plaintiffs and class members, all individuals included in Paragraph 2 above and anyone else asserting any claim on behalf of or through any Plaintiff or class member, including but not limited to their heirs, executors, administrators, agents, attorneys, representatives, and assigns, fully, finally, and forever release Defendants, and Defendants' past and present parent corporations, affiliates, subsidiaries, predecessors, successors, assigns, distributors, related companies or entities, divisions, joint ventures, employee benefit plans, including the plans' past and present trustees, fiduciaries, administrators, and vendors, and Defendants' and the plans' past or present officers, directors, partners, insurers, agents, emergency managers, representatives, attorneys, consultants, advisors, investors, shareholders, and employees, from any and all claims, rights, demands, obligations, actions, causes of action, debts, liens, contracts, liabilities, agreements (other than this Agreement), attorney fees, costs, restitution claims, and expenses of any nature, whether now known or unknown, for retiree health benefits having arisen before and up to the effective date of this Agreement, whether any such claim or other obligation is asserted or arises under federal, state or local statutes, regulations, ordinances, or under the common law, which any Plaintiff or class member has, had, or may in the future have, against any Defendant which relate to the facts, transactions, occurrences, conduct, representations, events, or circumstances alleged or which could have been alleged in the lawsuit relating to health benefits for class members. The parties intend that this release be construed to the fullest extent possible as a full and final release of all claims raised in the lawsuit and a complete and final resolution of Defendants' obligations, if any, to provide Plaintiffs and class members with health benefits.

b. **Release of Plaintiffs.** In consideration of the release extended to Defendants in paragraph 18a, Defendants and others released in paragraph 18a release Plaintiffs, class members, class representatives and their representatives, including their attorneys, from all claims related to the lawsuit, including the litigation and settlement of the lawsuit, and any transaction or occurrence that is the subject of the lawsuit, including but not limited to all claims for litigation costs and expenses and attorney fees.

c. **Continued authority to enforce settlement.** The releases set out in paragraphs 18a and 18b shall not limit the parties' right to enforce this Settlement Agreement or any court order regarding the settlement and resolution of the lawsuit.

**18. Authority of Class Counsel.** All parties, including the Class Representatives on their own behalf and on behalf of the class, authorize class counsel, Gregory Gibbs and Alec Gibbs and the law firm of the Law Offices of Gregory T. Gibbs, to take all appropriate action to implement this Agreement and the Court orders related to settlement.

19. **No Admission of Liability.** Neither this Agreement nor any statement in this Agreement nor any action taken to implement this Agreement is an admission of liability for any act or omission claimed in the lawsuit on the part of Defendants or on the part of anyone associated with Defendants within the scope of paragraph 18a, all of whom deny liability. Nor is this Agreement or any statement in this Agreement or action to implement this Agreement an admission of any kind on the part of Plaintiffs. The parties enter into this Agreement solely to resolve disputed issues of fact and law for the purpose of achieving finality and ending the lawsuit with a mutually-acceptable compromise that will provide class members with health benefits into the future.
20. **Voluntary Signatures.** The parties have had a reasonable time to read and consider this Agreement, and to consult counsel regarding this Agreement, and represent by their signatures that they enter into this Agreement knowingly, voluntarily, and of their own free will, intending to be bound by its terms.
21. **Signatures in Counterparts; Photocopies.** This Agreement may be signed by the parties in any number of counterparts, which together will constitute a comprehensive Agreement. Accurate photocopies of the comprehensive agreement may be used as originals.
22. **Negotiation and Preparation.** The parties participated equally in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any party as drafter.
23. **Best Efforts.** The parties intend to implement this Agreement and will use their best efforts to do so and will diligently undertake such action as may be necessary to implement this Agreement or such other settlement as may be necessary to conform to legal requirements consistent with the material terms and purposes expressed in this Agreement. The best efforts will include cooperation as provided by paragraph 16 and participation in mediation as provided by Paragraph 20.
24. **Mediation.** If a condition addressed in Paragraph 16 or a legal requirement precludes implementation of this Agreement without modification and if the parties are not able to eliminate barriers to the implementation of this Agreement promptly, before terminating this Agreement, the parties will ask the Court to convene facilitative mediation, appoint a mediator mutually-acceptable to the parties, on terms directed by the Court in consultation with the parties, for the purpose of aiding the parties' best efforts to achieve settlement that is consistent with the purposes of this Agreement and that will achieve legal compliance and obtain final Court approval.
25. **Disputes.** The parties will agree to enter into a consent judgment for the purpose of vesting the Court with continuing jurisdiction. The Court may, upon the stipulation and application of the parties, enter a Consent Judgment in the form attached hereto as Exhibit 4. The Court will retain exclusive jurisdiction to resolve any disputes relating to or arising out of this Agreement or the enforcement, interpretation, or implementation of

the terms of this Agreement, and each party submits to the jurisdiction of the Court for this purpose and waives any objection it might have to jurisdiction or venue.

26. **Governing law.** This Agreement shall be construed in accordance with federal law to the extent applicable, and otherwise by Michigan law.
27. **Modification.** This Agreement may not be modified except in writing signed by or on behalf of all parties and, as necessary, with Court approval.
28. **Complete agreement.** This Agreement is the complete agreement between the parties. It supersedes any prior agreements and understandings, oral or written, addressing the subject matter of this Agreement.

*{PAGE BREAK INTENTIONAL}*

*{ACKNOWLEDGMENTS TO FOLLOW}*

**FOR THE CLASS, THE CLASS  
REPRESENTATIVES, AND THE  
DEFENDANT, RETIRED EMPLOYEES  
ASSOCIATION**

LAW OFFICE OF GREGORY T. GIBBS

Date: \_\_\_\_\_

\_\_\_\_\_  
Alec Gibbs

**FOR THE PONTIAC POLICE AND FIRE  
RETIREE CLASS MEMBERS**

Date: \_\_\_\_\_

As to Merger described in Paragraph 7:

\_\_\_\_\_  
By: \_\_\_\_\_

**FOR THE DEFENDANTS**

GIARMARCO, MULLINS & HORTON, P.C.

Date: \_\_\_\_\_

\_\_\_\_\_  
John Clark





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Mayor Deirdre Waterman

Department of Public Works  
Engineering Division

**TO:** Jane Bais-DiSessa, through  
Terrence King, DPW Director

**FROM:** John Balint, City Engineer

**DATE:** July 3, 2017

**RE:** Enterprise Content Management Software

The Department of Public Works Engineering Division has advertised and accepted proposals for Enterprise Content Management software as part of our Asset Management System. The bid package was publically advertised on February 7, 2017 and bids were received on March 7, 2017. Proposals were received from:

- General Code
- ImageSoft

A five year cost of ownership was requested in the RFP. The results are as follows:

- General Code 5-year cost: \$128,370
- ImageSoft 5-year cost: \$216,127

It is the request of the Department of Public Works Engineering Division to proceed with the purchase of the General Code ECM Software for a 5-year cost of \$128,370 with the initial cost in year 1 of \$87,946.

WHEREAS, The City of Pontiac has publically advertised and accepted bids for Enterprise Content Management Software, and;

WHEREAS, Two proposals were received from General Code and ImageSoft, and;

WHEREAS, after review of both proposals, the Engineering Division has decided on the General Code product, and;

WHEREAS, The cost of the as-bid software over a 5-year period is \$128,370 with an initial cost of \$87,946.

NOW, THEREFORE, BE IT RESOLVED,

The Pontiac City Council authorized the Mayor to sign the contract with General Code for Enterprise Content Management Software with a 5-year cost of \$128,370.

## REFERRAL/RECOMMENDATION FORM

DATE: June 26, 2017

TO: Nevrus Nazarko, Finance Director

TO: Jane Bais-DiSessa, Deputy Mayor

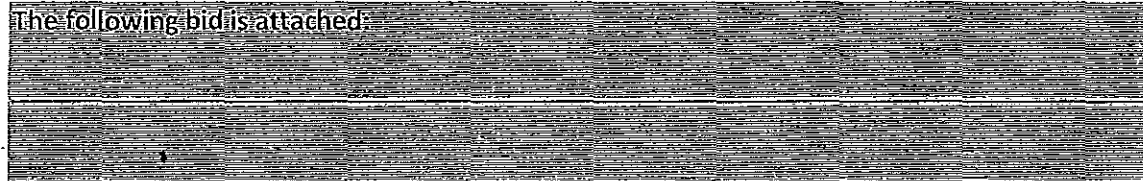
FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

☐ City Council ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for \_\_\_\_\_

The following bid is attached:



You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: Enterprise Content Management (ECM)

REMARKS: After a competitive process and a public bid opening, it is recommended

that General Code be awarded the Enterprise Content Management (ECM)

Software and Implementation Services bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Contractor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included my advertising list and listing of vendors notified on MITN.
I have included a bid tabulation showing all the bidders and their prices.

Signature of Purchasing Agent:

Michelle L. McKenzie  
 Date: 6/23/17

Approved by:

Signature of Finance Director:

Nancy V. [Signature]  
 Date: 6/29/17

Signature of Deputy Mayor:

[Signature]  
 Date: 6-30-17

☒ LARA  
 ☒ DLEG  
 ☒ SAM  
 ☒ No Income Tax  
 ☒ NOT in Pontiac  
 ☒ Property Tax  
 ☒ City A/P  
☒ SBA  
 ☒ MITN  
 ☒ Website  
 ☒ Bid Tab  
 ☒ Advertising List  
 ☒ RFP

(67 pages)



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Bureau of Professional Licensing / Corporations, Securities &amp; Commercial Licensing Bureau

**VERIFY A LICENSE/REGISTRATION**

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
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BILLING CONTACT 1			
BILLING CONTACT 2			

10000242		Y	N
Geeter-Sell			
2780 Patrick Henry Dr. #825		0.00	0
Auburn Hills MI 48326			

00012680		Y	N
Gehringer			
11560 Post LN		0.00	0
South Lyon MI 48178			

00010398		Y	N
Geiger			
12945 Vernon		0.00	0
Huntington Woods MI 48070			

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GEM PRODUCTS & SUPPLY			
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CS			

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General Binding Corp			
PO Box 71361		0.00	0
Chicago IL 60694			

*General Code, LLC not in Pontiac A/P-P/O system*

10000899		Y	N
General Engines, Inc.			
d.b.a. Eager Beaver		0.00	0
Lake Wales FL 33853			

10003768	TAX REFUND	Y	N
GENERAL MOTORS LLC			
MAIL CODE 482-C16-B16-TROY KENNEDY		0.00	0
300 RENAISSANCE CENTER			

**SBA Search  
Results**[Accessibility Options >](#)

SBA Search Results

the firm or trade name begins with "GENERAL CODE";  
the profile's status is Active;  
the profile may have expired in SAM;  
the business is not necessarily registered in SAM (no CAGE code issued yet);  
and randomized by original start time of search: 2017-06-23 03:05:36 PM.

Data validation took 0.01 seconds. The count and search queries took 9.63 seconds and 9.90 seconds, respectively.

No profiles met your search criteria.

View	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
------	-----------------------------	---------	-----------------------------	------------------------

No more matches

[Refine Search](#)

Please notify SAM if you discover any inaccurate contact information (address, e-mail address, fax or phone number) in the way most convenient for you:

For SAM Customer Service, contact:  
Federal Service Desk (8am - 8pm Eastern Time)  
866-606-8220  
334-206-7828  
DSN: 866-606-8220

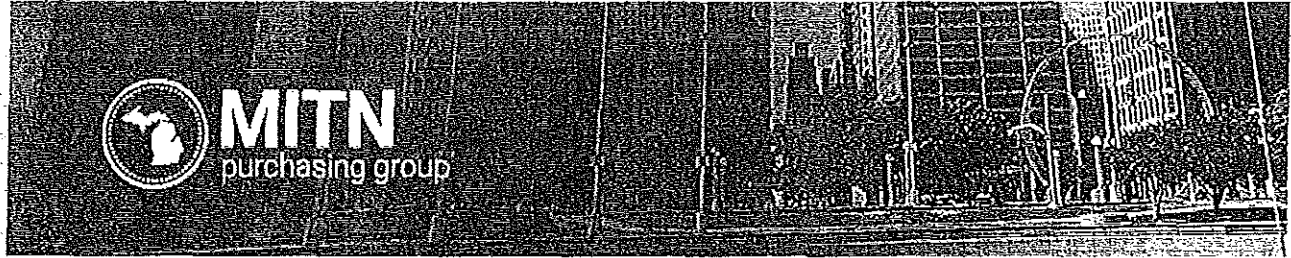
The structure of this page was last updated 02/01/2013, as part of SBS 8.1.1.

SBA



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## Vendor Details

### General Code, LLC

781 Elmgrove Road  
Rochester, New York, 14624  
United States

Organization Number

559721

County/Region

Monroe County

Website

[www.generalcode.com](http://www.generalcode.com)

Registration date

06/10/2017

Phone

MITN 1/3

585-328-1810 ext. 160

Fax

585-328-8189

Email

[jsherron@generalcode.com](mailto:jsherron@generalcode.com)

- [Org](#)
- [Working Categories](#)
- [Contacts](#)
- [Bids](#)
- [History](#)
- [Downloads](#)
- [Notifications](#)

## Registration Information

Business Structure

Not Specified

Business Type

Not Specified

Owner Ethnicity

Not Specified

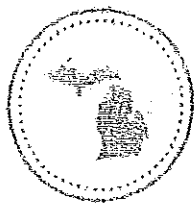
Number of Employees

51 to 250

Established Since

1962

MITN 2/3



**MITN**  
purchasing group

### MITN Purchasing Group

Member Since

06/10/2017

Status

Completed

Last Update Date

06/10/2017 12:26 PM EDT

Last Update By

James Sherron

VIEW ANSWERS

Is your company a registered DBE through the state of Michigan (MDOT)?

No

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MITN 3/3

## Laserfiche Products

### Laserfiche Products

Laserfiche Overview Document Management BPM Workflow Forms Capture ECM Integrations Security Records Management

With powerful capabilities—capture, electronic forms, e-signatures, workflow, records management and security—Laserfiche Enterprise Content Management allows organizations to securely manage and share documents, videos, photos and other content using state-of-the-art enterprise document management and cutting-edge business process management tools.



Enterprise Content Management

What is ECM? >>

ECM + BPM

website

## Preliminary Bid Tabulation

Commodity	General Code						ImageSoft					
	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
City Provided Estimate of End User	100%	15%	25%	25%	25%	25%	10%	15%	25%	25%	25%	25%
SECTION A - PROJECT PRICING Vendor's Price Proposal												
ECM System Software	\$ 49,280.00	N/A	N/A	N/A	N/A	\$ 49,280.00	\$ 48,919.40	\$ 2,770.77	\$ 5,289.65	N/A	N/A	\$ 56,979.82
API's to Integrate with BS&A*, ESRI*, Cityworks***	N/A*	N/A*	N/A*	N/A*	N/A*	N/A*	\$ 11,687.66	N/A	N/A	N/A	N/A	\$ 11,687.66
Annual Support, Maintenance and Renewal Fees	\$ 10,106.00	\$ 10,106.00	\$ 10,106.00	\$ 10,106.00	\$ 10,106.00	\$ 50,530.00	\$ 12,121.41	\$ 17,903.67	\$ 18,961.60	\$ 18,961.60	\$ 18,961.60	\$ 86,909.87
Implementation Services	\$ 22,560.00	N/A	N/A	N/A	N/A	\$ 22,560.00	\$ 60,550.00	N/A	N/A	N/A	N/A	\$ 60,550.00
Travel-Related Expenses	\$ 6,000.00	N/A	N/A	N/A	N/A	\$ 6,000.00						
Total Cost of Ownership (TCO)	\$ 87,946.00	\$ 10,106.00	\$ 10,106.00	\$ 10,106.00	\$ 10,106.00	\$ 128,370.00	\$ 133,278.47	\$ 20,674.44	\$ 24,251.25	\$ 18,961.60	\$ 18,961.60	\$ 246,427.35

Adjusted amount due to rounding \$ 86,909.88

Adjusted amount due to rounding \$ 216,127.35

\* API's will not have to be written for BS&A and ESRI - we have a proven out of the box integration with the Laserfiche Connector

\*\*\* General Code believes that Azteca Cityworks will be able to leverage the power of Laserfiche Connector to integrate with Laserfiche without requiring an API to be written. Note that connectivity with Cityworks will have to be tested to confirm this assumption.

Name/Work Activity of RFP:

Enterprise Content Management

Witness:

Michelle McKenzie  
John Balint

City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342

Opened by City Clerk:

Sherikla Hawkins

Date:

3/7/2017

Bid Tab

Notification Postings

For: Enterprise Content Management Software & Implementation RFP

Bid Opening Held: March 7, 2017 @ 2:00 pm

Pontiac City Clerk's Office

Pontiac Cable TV station

City of Pontiac website

Sent to Michigan Municipal League

Sent to Construction Market Data Group

Sent to Builders Exchange of Michigan

Sent to Construction Association of Michigan

Posted on Bulletin Boards upstairs and downstairs

RFP  
Posting

## Sending Messages to Vendors for RFP-Enterprise Content Management Software Implementation

Please do not leave your computer until all functions show "process complete" below. If any errors should occur, please print this page and fax it to 721-6985. Then call the Technical Support Department at (800) 835-4603 to ensure your fax was received and that any remaining messages will be :

Count of Documents Uploaded: 1

Updating Database:

Sending E-mail Messages: Started 2/7/2017 1:25:11 PM

3-GIS, LLC	straylor@3-gis.com	Successful
Accenture	james.h.rice@accenture.com	Successful
Access Interactive	stipple@access-interactive.com	Successful
AccuMed Billing Inc	kate@theaccumedgroup.com	Successful
Acro Service Corp.	kstastriy@acrocorp.com	Successful
ACS, Inc.	erick@acstg.com	Successful
ADE Incorporated	jim@adeincorp.com	Successful
Adobe Systems Incorporated	staceyplace75@gmail.com	Successful
ADSK Solutions	chadstuder@adskolutions.com	Successful
Advance Temporary Services	tara@advancesstaffingsolutions.com	Successful
Affinity Global Solutions	trishp@affinitygs.com	Successful
AGS CORE Technologies	ssloan@agscoretechnologies.com	Successful
AI Software LLC	info@aisoftwarellc.com	Successful
AirWatch LLC	dorianthomas@air-watch.com	Successful
Alexander Transport, Inc.	alextransport@atl.net	Successful
All About Technology	sales@all-about-technology.com	Successful
All Blue Solutions Inc.	ashley@allbluesolutions.com	Successful
Alliance Technology Solutions	MITN@ats.biz	Successful
Allimetrik Corp	pbeesabathunt@allimetrik.com	Successful
AmeriScan Imaging Services	kserbenski@ameriscanimaging.com	Successful
Andromeda 3	amclaughlin@andromeda3.us	Successful
Anglin Civil	josh@anglincivil.com	Successful
Anomalix	bcoonce@anomalix.com	Successful
Anthelio Health Solutions	shawn.fichter@antheliohealth.com	Successful
Applied Research Associates, Inc.	rljones@ara.com	Successful
ARRB Group Inc	info@arrbgroup.net	Successful
Artha Systems	venkum@arthasystems.com	Successful
Assetic	bcampbell@assetic.com	Successful
AST Corporation	slavole@astcorporation.com	Successful
At Comm Corporation	bwelling@atcomm.com	Successful
AT&T	ro8286@att.com	Successful
Autoscribe Informatics, Inc.	kjoyce@autoscribainformatics.com	Successful

notification of  
vendors 1/8

Avandel, Inc.	govteam@avandel.com	Successful
Avocette Technologies (USA) Inc	stewart.jack@avocette.com	Successful
B & H Foto & Electronics Corp.	goyedbids@bhphotovideo.com	Successful
Beard Associates Inc.	rbeardinc@yahoo.com	Successful
Belarc, Inc.	rthorn@belarc.com	Successful
Bergmann Associates	rchelotti@bergmannpc.com	Successful
Best Network Design LLC	info@bestnetworkdesign.com	Successful
Bhayana Brothers, LLC	sales@bhayanabrothers.com	Successful
BIAS Corporation	Mike.Sandoux@biascorp.com	Successful
BITS Computer Systems, DBA Network One	fnanla@net-workone.com	Successful
BizStream	dvalko@bizstream.com	Successful
Blue Chip Talent	ronp@bctalent.com	Successful
Bonova Advisory Inc	breana@bonova.net	Successful
Breakthrough Technologies	iris.smith@breaktech.com	Successful
Bridges Consulting Inc	george@bridgesconsultinc.com	Successful
BS&A Software	jhafner@bsasoftware.com	Successful
C & S Companies	rkoller@cscos.com	Successful
C/D/H - Conway, Dierking & Hillman	sales@cdh.com	Successful
CAASTI Contracting Service Inc.	ctaylor@caastil.com	Successful
Capgemini US LLC	prosenjit.chaudhury@capgemini.com	Successful
Carahsoft Technology Corp	sales@carahsoft.com	Successful
Caselle	mst@caselle.com	Successful
CaseWorthy, Inc.	rropolo@caseworthy.com	Successful
CASS Tech	blaira@cass-tech.com	Successful
CATS CO	ahaddad@catscompany.com	Successful
CDM Michigan Inc.	tenbroekmj@cdmsmith.com	Successful
CDO Squared, Inc.	billstuckert@cdosquared.com	Successful
Centrify Corporation	mike.morley@centrify.com	Successful
CGI Technologies and Solutions Inc.	jon.jasper@cgi.com	Successful
CherryRoad Technologies Inc.	jroche@cherryroad.com	Successful
CIBER, Inc.	whickman@ciber.com	Successful
Cinesys Oceana	mike.keeney@cinesysinc.com	Successful
Civitas IT	howardh@civitas-il.com	Successful
Clear C2, Inc.	cspaneas@clearc2.com	Successful
Clever Devices	ayoung@cleverdevices.com	Successful
CMIT Solutions of Greater Oakland County	sferavich@cmitsolutions.com	Successful
Comlink LLC	aporter@everstream.net	Successful
Complus Data Innovations, Inc.	ELEONOREA@COMPLUSDATA.COM	Successful
Computech Corporation	albert.fields@computechcorp.com	Successful
Computer Consultants International, Inc.	hr@cci-worldwide.com	Successful
Computer Networking Center Inc	mkhan@compnetcenter.com	Successful
Core Technology Corporation	rrford@coretechcorp.com	Successful
Courtland Consulting	contactus@courtlandconsulting.com	Successful
Creative Breakthroughs, Inc.	gstank@cblhome.com	Successful
Crowe Horwath LLP	proposal.center@crowehorwath.com	Successful
CTS Software	dplatow@cts-software.com	Successful
Cybersoft Technologies, Inc.	gordon.rereddy@primeroedge.com	Successful
Cygnus Systems, Inc.	alex@cygnus-sys.com	Successful
Daniel Consulting LLC	dkatz48230@gmail.com	Successful

2/8



Data Partners, Inc.	connie@datapartnerinc.com	Successful
Datamatics Global Services	megan_sokana@datamaticstech.com	Successful
DAY1 SOLUTIONS Inc.	TOM.FLYNN@DAY1SOLUTIONS.COM	Successful
DEKETO LLC	george@deketo.com	Successful
Denovo, LLC	clerry@denovo-us.com	Successful
Developrise LLC	klra@developrise.com	Successful
DEVNET Incorporated	tsmith@devnetinc.com	Successful
Dewpoint	melanie.massey@dewpoint.com	Successful
Digital Data Technologies, Inc.	dcasey@ddti.net	Successful
Digital Technology Solutions LLC	stalluri@dis-ll.com	Successful
Digivox LLC	asajjad@digivox.com	Successful
Dimension Systems, Inc.	dpaul@dsisys.com	Successful
DIVDAT	swarren@divdat.com	Successful
DPM Consulting Services, Inc.	ddonnel@dpms.com	Successful
DSS Corporation	mbragg@dss-corp.com	Successful
Dynamic Synergies Inc.	ydommeti@gmail.com	Successful
e-Procurement Services LLC	david@eprosvcs.com	Successful
E2E Partners LLC	mm@e2epartnersllc.com	Successful
Edmentum, Inc.	bidoperations@edmentum.com	Successful
EDPLLC	jlabonte@edpllc-usa.com	Successful
ELAN Engineering	miker@elanengineering.com	Successful
Electronic Data, Inc.	jmahaz@edat.com	Successful
EMC	nicholas.sabol@emc.com	Successful
Emerson Process Management	raymond.card@emerson.com	Successful
Entech Staffing	cmeyers@teamentech.com	Successful
Environmental Systems Research Ins (Esri)	bids@esri.com	Successful
Envisage Technologies	greg.ryhal@envisagenow.com	Successful
EPM Solutions	govsales@epmsolutions.net	Successful
Eramosa International Inc.	finance@eramosa.com	Successful
eScholar	eseto@escholar.com	Successful
ESM Solutions Corporation	rhp@esmsolutions.com	Successful
Ethosoft, Inc.	ahussain@ethosoft.com	Successful
Fast Switch	hmaniloff@fastswitch.com	Successful
Flight Path Creative	kate@flightpathcreative.com	Successful
Flyball Technical Solutions	mack@goflyball.com	Successful
FM:Systems, Inc.	jmaley@fmsystems.com	Successful
Follett School Solutions, Inc.	fssbidadmin@follett.com	Successful
Forecast5 Analytics	jtrader@forecast5analytics.com	Successful
FutureNet Group, Inc.	niravp@futurenetgroup.com	Successful
Gaslight Media	cscott@gaslightmedia.com	Successful
GDI Infotech, Inc	state-rfp@gdii.com	Successful
General Code, LLC	jsherron@generalcode.com	Successful
Geographic Information Services, Inc.	tyler.prahl@gisinc.com	Successful
Global Healthcare IT, Inc.	mikew@globalhit.com	Successful
Gordon-Darby, Inc.	contact@gordon-darby.com	Successful
GovConnection	dloofa@govconnection.com	Successful
Gracyn Services, Inc.	mgrady@gracon.com	Successful
Grant Street Group	rps@grantstreet.com	Successful
Gravity Works Design & Development	lauren@gravityworksdesign.com	Successful

Gray Matter Systems	mmeisel@graymattersystems.com	Successful
H2Ometrics	robert@h2ometrics.com	Successful
Halo Group LLC	ddoeper@halogroup.us	Successful
Handel Information Technologies	steve.koenig@handellt.com	Successful
HARI OM TATSAT LLC	om77539@gmail.com	Successful
HEAT Software USA Inc	debbie.amatangelo@heatsoftware.com	Successful
Hewlett Packard Enterprise Company	saurabh.kumar4@hpe.com	Successful
Hi-Tech System Service, Inc.	jostjames@hitech-online.com	Successful
HICG	frank.restalno@hicgrp.com	Successful
HMB Information System Developers	mjb@hmbnet.com	Successful
Howard Industries, Inc.	bids@howardcomputers.com	Successful
HRL Partners	jhamilton8@insight.rr.com	Successful
HTC Global Services, Inc.	rtps@htcinc.com	Successful
Hunch Free Inc/Wizdom Technology Solutions	jimmy@hunchfree.com	Successful
HydroCorp	info@hydrocorpinc.com	Successful
HyperGen Inc.	dyers@hypergeninc.com	Successful
IBM	ysaxena@us.ibm.com	Successful
IBM	ysaxena@us.ibm.com	Successful
IBM	dfennell@us.ibm.com	Successful
IC Data Communications, LLC	bids@icdatacom.com	Successful
ICF Consulting, Inc.	bdev@icfi.com	Successful
ICO Technologies USA Inc	jy.stpierre@icotech.ca	Successful
ID Networks, Inc.	bblenman@idnetworks.com	Successful
IHCS, Inc. (dba Maven Asset Management)	sales@mavenasset.com	Successful
Iknow LLC	kluke@lknow.us	Successful
ILOOKABOUT	rod.miller@ilookabout.com	Successful
ImageSoft, Inc.	sbad@imagesoftinc.com	Successful
Infinite Computing Systems, Inc.	leads@infinite-usa.com	Successful
INFOMATICS	rajan@infomatinc.com	Successful
Infor Software	barry.fisk@infor.com	Successful
Infosemantics Inc	tanya.boutin@infosemantics.com	Successful
Infoview Systems, Inc.	bids@infoviewsystems.com	Successful
Ingenu	tiana.mcneil@ingenue.com	Successful
Initech Solutions, LLC	success@initechsolutions.com	Successful
Insight Public Sector, Inc.	mstetson@insight.com	Successful
Integrated System Specialists LLC	dean@isysp.com	Successful
Integrated Systems Design, Inc.	ehiggins@isdsystems.net	Successful
IntelliTime Systems Corp.	mwegehoft@intellitime.com	Successful
Interwest Technology Group, Inc.	gerald.giggs@iwestgroup.com	Successful
IO Datasphere, Inc	bids@iodatasphere.com	Successful
IPS Technology Services, LLC	pradip_sengupta@ipstechnologyservices.com	Successful
IT OBJECTS LLC	rpalla@itobjects.com	Successful
IT Right, Inc.	deggleston@tright.com	Successful
Johnson Controls	marta.e.misztura@jci.com	Successful
Judge Technical Staffing	tallen@judge.com	Successful
Karpel Solutions	jkitsmiller@karpel.com	Successful
Keystone Media	annie@keystonemedia.net	Successful
KML IT Consulting	mrossi@kmlcs.com	Successful
Koios Systems & Technology, LLC	ktaylor@kolostechnology.com	Successful

4/8

Konica Minolta Business Solutions	gduggins@kmbs.konicaminolta.us	Successful
Kors Engineering Company, Inc.	Tony@KorsEngineering.com	Successful
KW Associates	adcrane@kw-associates.com	Successful
KW Corporation	stevec@kw-corp.com	Successful
Labyrinth Solutions	sales@lsiconsulting.com	Successful
LESLIE ELECTRIC COMPANY	dimezak@yahoo.com	Successful
LexisNexis	wendy.hardin@lexisnexis.com	Successful
Lexmark International, Inc.	mstimson@lexmark.com	Successful
Linko Technology Inc	info@linkotechnology.com	Successful
Logicalis	barry.hintz@us.logicalis.com	Successful
Mainline Information Systems	rick.hayford@mainline.com	Successful
ManagedWay Company	bids@managedway.com	Successful
Mark My Words LLC	susan@walkerbookstore.com	Successful
Marvel Technologies Inc	santhosh.k@marveltechus.com	Successful
Mathematica Policy Research	rpccenter@mathematica-mpr.com	Successful
Matsch Systems	steve@matsch.com	Successful
MBM Technology Solutions	merollins@mbmsolutions.com	Successful
mCubed Staffing	melisa@mcubedstaffing.com	Successful
Metco Services Inc.	pbhatt@metcoservices.com	Successful
Metric-X, LLC	sshah@metricx.com	Successful
MHR Billing Services, LLC	bhopewell@mhr.com	Successful
Michigan Consulting Group, LLC	info@emailmcg.com	Successful
Michigan Public Health Institute	lnoe@mphl.org	Successful
Michigan Technical Education Consultants, LLC	jwalker@mlteced.com	Successful
Micro Source	StevenB@MicroSRC.com	Successful
Microdesk	bking@microdesk.com	Successful
Midwest Correctional Medical Group	casey.rote@cmgcos.com	Successful
Millennia Technologies	spencerv@mtvoip.com	Successful
MITEC Solutions, Inc.	jhoward@mitecsolutions.com	Successful
Buyer's Copy	mmckenzie@pontiac.mi.us	Successful
MKS, Inc.	cmims@mksi.com	Successful
Modis	doug.long@modis.com	Successful
Modis	doug.long@modis.com	Successful
Modvantage	kenton@modvantage.com	Successful
Morgan Kai Limited	djones@morgankai.com	Successful
Munetrix, LLC	bob@munetrix.com	Successful
Mutual Mobile	david.garlinski@mutualmobile.com	Successful
Mythics	Dwatters@mythics.com	Successful
New Tech Solutions, Inc.	bids@ntsca.com	Successful
NexLevel Information Technology, Inc.	terry.hackelman@nexlevelit.com	Successful
Nexum Inc	kristin@nexuminc.com	Successful
NLESystems Inc	Ohannis@ntesystems.com	Successful
Northpointe, Inc.	Dave Wells@northpointeinc.com	Failed
Novusolutions	jkercher@novusolutions.com	Successful
O/E Learning, Inc.	tmccormick@oelearning.com	Successful
On Technology Partners	hcanilla@ontechpartners.com	Successful
Onsite Substance Abuse Testing	tbrown_onsite@sbcglobal.net	Successful
OpenText	dhughes@opentext.com	Successful
OpTech, LLC	dortizlalin@optechus.com	Successful

5/8

Oracle	joe.mudroch@oracle.com	Successful
PCMG, Inc. DBA Global GovEd	pam.shamblin@pcmg.com	Successful
PD Evidence LLC	ryanp@pdevidence.com	Successful
Pearson	Proposals@pearson.com	Successful
Peripheral Vision	joe@pvcomputer.com	Successful
Piston Group	pgorcyca@pistongroup.com	Successful
Plain English CRM Solutions	bidnet@plain-english.com	Successful
PLS 3rd Learning	tkozlowski@PLS3rdLearning.com	Successful
Polaris Associates, Inc.	ussales@polarisassociates.com	Successful
PoliPuzz Solutions LLC	suppliers@polipuzz.com	Successful
Pranam GlobalTech, Inc.	estimating@pranamglobaltech.com	Successful
Preferred Data Systems, LLC	sales@pdsnetworking.com	Successful
Presidio Networked Solutions	jmerideth@presidio.com	Successful
Prime Office Innovations	dkalmeta@prime-office.com	Successful
Promet Solutions Corporation	salesops@prometsource.com	Successful
Pyramid Solutions, Inc.	agoldsworthy@pyramidsolutions.com	Successful
Ragha Systems, LLC	vlhota@raghasys.com	Successful
Ramsoft Systems Inc	rama@ramsoft.net	Successful
Raymond Corporation	eric.hills@raymondcorp.com	Successful
RDM International, Inc.	pckyip@rdmintlinc.com	Successful
Red Hat	caryn@redhat.com	Successful
Red Level Networks	rfr@redlevelnetworks.com	Successful
rekuire global, Inc.	shukurm@rekuire.com	Successful
RELIABLE SOFTWARE RESOURCES	govt@rsrl.com	Successful
Reply Inc.	g.distefano@replyinc.com	Successful
republic parking systems	alow@rpsa2.com	Successful
Ricoh USA	barbara.wallin@ricoh-usa.com	Successful
RS and GIS Research and Outreach Services	boothj@msu.edu	Successful
RSPORACLE	victor.thomas@oracle.com	Successful
Saab Sensis Corporation	fritz.koennecke@saabsensis.com	Successful
Salesforce	ddevore@salesforce.com	Successful
SARCOM	joe.morley@pcm.com	Successful
SAZ Labs, Inc.	roger@sazlabs.com	Successful
SBS Group	chekuri@sbsportals.com	Successful
SCAN TECHNOLOGY, INC.	mflowers@charter.net	Successful
Secant Technologies	bburks@secantcorp.com	Successful
Secure-24, LLC	margaret.rosler@secure-24.com	Successful
Securely Yours LLC	sajayrai@securelyyoursllc.com	Successful
Senryo, Inc.	srini.sambangi@senryo.com	Successful
Sequir's Group	jkelly@sequirsgroup.com	Successful
Service Express, Inc	jvettman@seiservice.com	Successful
Signet Technologies, Inc.	dan@signetech.net	Successful
Signum Group LLC	jgroundwater@signumgroup.com	Successful
SIMPLIFIED EXCELLENCE, LLC	gaurangjoshi@simplifiedexcellence.com	Successful
SkyeNets Technologies	dionne@skye-nets.com	Successful
SMART IT PROS INC	dave.thomas@smartitpros.com	Successful
SMARTGEOTECH	sales@smartgeotech.com	Successful
Snow Software, Inc.	sean.mclaughlin@snowsoftware.com	Successful
Socrata, Inc.	katie.douglas@socrata.com	Successful

6/8

SoftPath Technologies LLC	hello@softpathtech.com	Successful
Sogeti USA LLC	mahendran.sathyananthan@sogeti.com	Successful
Somal Engineering, Inc.	nfarrington@somaleng.com	Successful
SourceCode Technology Holdings, Inc. dba K2	deniz.isik@k2.com	Successful
Southern Computer Warehouse (SCW)	scwbids@scw.com	Successful
SSA Soft LLC	info@ssasoft.com	Successful
Stantec Consulting Michigan, Inc.	mark.pascoe@stantec.com	Successful
Staples Contract & Commercial, Inc.	bob.najduk@staples.com	Successful
Starboard Consulting	kbuck@starboard-consulting.com	Successful
Stefanini	crystal.shaw@stefanini.com	Successful
Storm Tech Management	stormtechmgt@icloud.com	Successful
StreamDynamics, LLC	virga@streamdynamics.net	Successful
Superior Information Technologies, LLC.	anurag@superiorinfotech.com	Successful
System Soft Technologies, Inc.	neha.desai@sstech.us	Successful
T2 Systems	samson.david@t2systems.com	Successful
Tactical Strategies, LLC	rhonda@tacstrats.com	Successful
Tallan, Inc.	blidestri@tallan.com	Successful
TEAM Global	richard.taggs@tagteamcorp.com	Successful
Technology Resource Group	jchannell@techrg.com	Successful
TECHNOU LLC	ddanou@technou.com	Successful
Teknion Data Solutions	paston@teknionusa.com	Successful
TEKsystems	akain@teksystems.com	Successful
TelNet Worldwide	mswope@telnetww.com	Successful
TempPro, Inc.	brian@tempco.com	Successful
The Computer Group, Inc.	sales@compgroup.com	Successful
The Gale Group, Inc.	bidteam@cengage.com	Successful
The IQ Business Group, Inc.	Business.Development@iqgroup.com	Successful
The OAS Group, Inc.	emoin@s3svc.com	Successful
The TM Group, Inc.	judy@tmgroupinc.com	Successful
The Ultimate Software Group, Inc.	michael_loszewski@ultimatesoftware.com	Successful
Therap Services	RARobbins@TherapServices.net	Successful
Thomas Group Consulting	buzz@thomastgroupconsulting.com	Successful
TMG Consulting, Inc.	rosemary.whitacre@tmgconsulting.com	Successful
Trace Environmental Systems Inc	jtoolen@traceenv.com	Successful
Trapeze Software Group Inc.	rfpnotifications@trapezegroup.com	Successful
tri state camera	shmayaf@tristatecamera.com	Successful
Trigyn	Solicitations@Trigyn.com	Successful
Trillium Teamologies, Inc.	srodz@trilliumteam.com	Successful
Trimble Water	Michael_Livemore@trimble.com	Successful
TriTech Software Systems	proposals@tritech.com	Successful
TS Systems Inc...	bid@tssystemsin.com	Successful
Turnkey Technologies, Inc.	cgherardini@turnkeytec.com	Successful
Tyler Technologies, Inc.	adam.griffiths@tylertech.com	Successful
UltraLevel	jdavidson@ultralevel.com	Successful
Universal System Technologies	sales@ust.net	Successful
US eDirect, Inc.	mwands@usedirect.com	Successful
Utilitec	amctaggart@utilitec.net	Successful
Utili, LLC	ali@utili.com	Successful
V2Soft, Inc.	vs@v2soft.com	Successful

7/8

VALUE INTEGRATION	Tariqm@valueIntegration.com	Successful
Videotape Products, Inc.	jons@vlpcorp.com	Successful
VION Corporation	atallec@vion.com	Successful
VIOPOINT	sales@viopoint.com	Successful
W. T. BERESFORD CO.	chris@beresfordco.com	Successful
Wells Fargo	james.l.farinacci@wellsfargo.com	Successful
West Interactive Services Corporation	sinead.mccabe@civiclive.com	Successful
West Michigan Instrumentation Systems, Inc.	adlemieux@westmichiganinstrumentation.com	Successful
West Shore Services, Inc.	jduplka@westshoreservices.com	Successful
William A. Kibbe & Associates, Inc.	dmiller@kibbe.com	Successful
WinCan LLC	l.mallon@wincan.com	Successful
Workday	david.stephens@workday.com	Successful
Workiva Inc.	accounting@workiva.com	Successful
XC2 Software LLC	sara.ingle@xc2software.com	Successful
Xerox State & Local Solutions, Inc.	blldesk.fc-sls@xerox.com	Successful
Y & S Technologies	manny@yandstech.com	Successful
YEO & YEO COMPUTER CONSULTING	heapat@yeoandyeo.com	Successful
Yottabyte, LLC	duane@yottabyte.com	Successful
Youngsoft Inc.	johnnt@youngsoft.com	Successful
YoungWilliams PC	mwellbank@ywcass.com	Successful
Zillion Technologies Inc.	businessdevelopment@zilliontechnologies.com	Successful
Zones, Inc.	teammi.goved@zones.com	Successful

Sending E-mail Messages: Finished 2/7/2017 1:25:14 PM -

Process Complete - Return to Main Menu

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8/8



## Financial Services – Purchasing Division

### NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

#### Enterprise Content Management (ECM)

If your firm plans to bid on this project, please send an e-mail response to [MMcKenzie@pontiac.mi.us](mailto:MMcKenzie@pontiac.mi.us) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

## NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Monday, February 27, 2017 at 2:00 p.m.** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

### **Enterprise Content Management (ECM)**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Monday, February 27, 2017**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

### **"Enterprise Content Management (ECM)"**

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

**No pre-bid meeting will be held.**

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any general questions regarding this RFP, please contact Michelle McKenzie, Purchasing Agent, at (248) 758-3120 or send an email to [MMcKenzie@pontiac.mi.us](mailto:MMcKenzie@pontiac.mi.us)

If you have technical questions regarding the RFP they should be directed, via e-mail, to the following contact Terry Biederman, P.E., Johnson & Anderson, [tbiederman@ja-engr.com](mailto:tbiederman@ja-engr.com) by 4:00 PM EST on Monday, February 20, 2017:

Responses to all questions received will be returned to all vendors. Vendor names, where mentioned, will be left out.



## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 Bids to be Received**

Sealed bids for the Enterprise Content Management (ECM) will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Monday, February 27, 2017, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "Enterprise Content Management (ECM)", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

### **1.2 Examination of Bid Documents**

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

### **1.3 Withdrawal of Bids**

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

### **1.4 Bid Form**

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will be accepted.

### 1.5 Basis of Award

All proposals and contracts awarded as a result of this RFP are subject to the City's terms and conditions as stated in this RFP. The submission of any other terms and conditions by a vendor may be grounds for rejection of the vendor's proposal.

The RFP process provides all interested vendors with an equal opportunity to offer their services. The process of competitive negotiation being used in this case should not be confused with the process of a competitive "Invitation for a Bid" where the goods or services being procured can be precisely described and the financial proposal is generally the determinative factor. The City has the flexibility to negotiate with a vendor to arrive at a mutually agreeable relationship. The City is not required to accept any proposal if in its judgment the City's interests are better served by declining to do so, in conformance with the Purchasing Ordinance of the City.

The City intends to award the project to the vendor whose proposal represents the best value to the City. Proposals will be evaluated in three phases.

**Phase 1. Initial Review:** The City will review the submitted proposals against the mandatory evaluation criteria. Those that meet those criteria will be submitted to a technical evaluation in Phase 2. The City reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal, which best serves the interests of the City.

The following Mandatory Pass/Fail Table will be completed by the submitting vendor subject to review by the City selection committee. The criteria are designed to be answered with a simple Pass- you meet the requirement or Fail- you don't meet the requirement. Successful compliance with the core functionality requirements of the solution being proposed by the vendor will move their proposal into Phase 2.

City of Pontiac Mandatory ECM Requirements Pass/Fail Table

City of Pontiac Mandatory ECM Requirements Pass/Fail Table		
Mandatory Requirements	Pass	Fail
The proposer must have at least ten successful implementations of the proposed software solution, which is currently in production at a referenceable municipality of equal or greater size.		
The proposer must demonstrate that the proposed software solution has been successfully implemented by the proposer in at least ten municipalities with at least 25+ concurrent users within the past three years.		
<b>Proposed Software Solution Mandatory Requirements</b>		
The proposed software solution must be verifiably scaled to support at least 50 concurrent users. Provide a reference site that demonstrates where the proposed software solution has been implemented by a vendor where the user environment is at least 50 concurrent users.		
The proposer must provide a brief response that: 1) documents that the proposed solution provides the functionality identified in the following mandatory requirement, and 2) a brief description of how the functionality is provided.		
The proposed software solution is available as a scalable Commercial Off-The-Shelf (COTS) package, and is not a custom developed solution that is in pre-release or pilot phase.		
The proposed software solution must meet the City's technical standards and, at a minimum, must support virtual server and/or cloud based architectures.		
The proposed software solution must be an upgradeable supported product with the following mandatory functionality and capabilities:		
▪ Be accessible via a web-based client,		
▪ Have ability to integrate with BS&A business applications utilizing API's that support .net and Java or through non-programmatic integration,		
▪ Provide an Import Processor that allows for new documents, other electronic documents and associated metadata captured from other sources to be imported (loaded) into the proposed software solution electronically,		
▪ Have ability to save and retrieve MS Office/Outlook documents from the proposed solution while working within MS Office or Outlook applications (e.g. Word, Excel, PowerPoint, Outlook, etc.),		
▪ Provide Document Level Security,		
▪ Provide a Workflow module that supports parallel execution paths,		
▪ Provide Electronic Signature functionality,		
▪ Provide Document Annotation and Redaction functionality,		
▪ Provide the enablement of a document Retention Plan and Policy,		
▪ Have ability to integrate with ESRI GIS applications utilizing API's that support .net and Java or through non-programmatic integration,		
▪ Have ability to integrate with Azteca Cityworks CMMS applications utilizing API's that support .net and Java or through non-programmatic integration, and		
▪ Provide the ability to Certify (mark) an original document to meet legal requirements.		
<b>Key Project Personnel - Mandatory Requirements</b>		
The proposed Project Manager for the Project must: 1) be a full-time employee of the proposer, 2) have relevant systems integration experience, and 3) have participated as the project manager in the successful implementation of the proposed solution in at least two referenceable account of similar size and scope.		

**Phase 2. Technical Evaluation:** The Technical Evaluation will be based on written responses to this RFP in the appropriate space for each question. The evaluation will be scored according to the requirements identified in this RFP. The City may also have the Proposals or portions of them reviewed and evaluated by independent third parties, end users of the proposed system, or various City personnel with experience that relates to the work or to a criterion in the evaluation process. The City may adopt or reject any recommendations it receives from such reviews and evaluations or give them such weight as the City believes is appropriate.

During the technical evaluation, the evaluation committee will calculate a point total for each Proposal that it evaluates. The City may select those proposers submitting the highest rated Proposals for the next phase. The number of Proposals that advance to the next phase will be within the City's discretion, but regardless of the number of Proposals selected, they always will be the highest rated Proposals from this phase. Points will be assigned according to the schedule below and point totals will be used to derive an overall ranking of the proposals.

Criteria	Description	Maximum Points	Percentage
<b>SECTION 1: Vendor Qualifications/Experience Rating Information Provided from Vendor Solution Information Section</b>	<p>This category will consider the qualifications of the firm's experience, the number of years in the industry, and the success of the firm as evidenced in reference checks. Also, within the context of the project, responsiveness to and understanding of the City's requirements and goals.</p> <p>Evaluation Team members will evaluate based on the following scale as compared among qualified proposers: Does Not Meet = 0-25; Meets = 25-50; Exceeds 51-75; Greatly Exceeds 76-100.</p>	150	15%
<b>SECTION 2: Vendor Project Team Qualifications/Approach Rating Information Provided from the Project Personnel Section</b>	<p>This category will consider the experience and qualification of the project manager and other personnel assigned to this project, including knowledge of/experience with municipal governmental processes including financial processes document retention requirements, finances, public works and fire. Project strategy and approach, including creativity, delivery schedule, choice of technologies/solutions, etc.</p> <p>Evaluation Team members will evaluate based on the following scale as compared among qualified proposers: Does Not Meet = 0-25; Meets = 25-50; Exceeds 51-75; Greatly Exceeds 76-100.</p>	150	15%
<b>SECTION 3: Vendor ability to meet the General, Functional, and Technical System Requirements Rating Information Provided from the Functional Requirements Section</b>	<p>This category will consider the quality of the proposed solution from both a technical and business requirements need. Each Technical Requirements section has a maximum number of points. The total for all sections will be calculated as a percentage against the total requirements points possible. The percentage will then be applied to the available evaluation 550 points.</p>	550	55%
<b>SECTION 4: Cost. Provided from the Project Pricing Section.</b>	<p>Maximum points will be awarded for lowest qualified bid (300 points). Other proposal points will be determined by dividing the lowest proposal price by each additional proposal price and multiplying by the maximum points. Maximum points possible is 150. Lowest Bid (divided by) other proposed Bid = % x 150 = points awarded.</p>	150	15%
		1,000	100%

**Phase 3. Demonstrations and Interviews:** At the conclusion of the Phase 2 Technical Evaluation, the City may at its sole discretion proceed immediately to negotiate a contract with a selected vendor, or, if deemed necessary, may implement a Phase 3 in which the City will invite no more than three proposers to provide detailed demonstrations and conduct interviews with proposed team members.

Each interview will consist of a presentation and testing of selected parts of the application, and each finalist will be evaluated according to equal criteria. Notice of confirmation of the interview date/time will be given by writing.

Upon completion of the demonstrations and interviews the selected vendor will be contacted to enter into contract negotiations, at which time the proposals from other vendors will be held in abeyance until successful contract negotiations have been completed.

**1.6 Bid Bond**

No bid bond required.

**1.7 Pre-Bid Meeting**

No pre-bid meeting will be held.

**2. TERMS AND CONDITIONS**

**2.1 Laws and Municipal Ordinances, Permits**

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

**2.2 Non-Discrimination**

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended

and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

### **2.3 Indemnification**

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

### **2.4 Jurisdictional Authority**

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and

of the United States District Court for the Eastern District, Southern Division.

## **2.5 Severability**

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

## **2.6 Income Taxes**

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)

## **2.7 Compensation and Payment**

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

**Original invoice must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

## **2.8 General Conditions**

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

## **2.9 Quotations/Proposals**

Bidders **MUST** submit an original and two copies, of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

## **2.10 Minor Deviations**

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

## **2.11 Bonds and Insurance**

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

**Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all



applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee. Exclusions for Workers' Compensation Insurance is not accepted.

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

**Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

#### **2.12 Performance Bond**

No performance bond shall be required.

#### **2.13 Payment Bond**

No payment bond shall be required.

#### **2.14 Maintenance and Guarantee Bond**

A maintenance and guarantee bond is not required.

### **2.15 Subcontracting**

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

## **3. DESCRIPTION OF WORK**

### **3.1. GENERAL**

The City of Pontiac (City) invites prospective contractors to submit responses to its request for proposal (RFP) for an Enterprise Content Management System (ECM).

The City is located in central Oakland County, Michigan and is approximately twenty (20) square miles in area with a population of approximately 59,000. It is bordered by Waterford Township on the West, Lake Angelus to the North, Auburn Hills to the North and East and Bloomfield City and Sylvan Lake to the South.

The City is continuing work toward a continuous service improvement path to provide local businesses, developers and citizens increased levels of effective, efficient and accountable services as well as to effectively support their own internal information and documentation requirements. To meet these service level expectations, the City needs to efficiently operate a variety of administrative functions and relies on a number of information systems with the primary system being BS&A, which supports assessing, building, public works, finance, human resources, payroll and records. The selected ECM solution must be able to integrate with BS&A as well as ESRI GIS and Azteca Cityworks.

The City seeks the services of a qualified solution partner to provide the ECM solution and associated implementation services described herein.

### **3.2 SCOPE OF WORK**

The City seeks to acquire an ECM platform to serve as the single and central ECM platform for the Department of Public Works (DPW). The City also wishes to streamline processes to improve the way in which DPW employees retain access, share, analyze, and process critical information through the use of ECM technology including Workflow's. The ideal system must be robust and affordable, integrate seamlessly with the City's BS&A and developing ESRI GIS and Azteca Cityworks CMMS as well as have a mobile capability.

The System must also incorporate the technologies of Workflow, Content Management (keyword searching), Reporting/Visual Data Modeling, and Data Capture using both Optical Character and Intelligent Character Recognition (OCR/ICR).

The City currently has no ECM capability other than ad-hoc scanning and storage of some documents in BS&A. To provide an ECM single point of access to the City's electronic records

capabilities, a qualified system includes:

- Enabling staff to search and access information more efficiently, leading to improved customer service and service delivery, and greater efficiency.
- Enabling improved information sharing.
- Enabling a basis for streamlined business processes via automating the flow of work.
- Improving the ability to respond to Freedom of Information & Protection of Privacy Act, legal discovery and admissibility.
- Improving vital records protection and promote disaster recovery.
- Improved management of long-term preservation of the City's unstructured paper and electronic records.
- Reduction of the physical storage requirements for paper and electronic records.
- Development of enhanced retention and disposition rules.

The successful vendor shall provide the ECM solution and install and configure it on the DPW's virtualized cloud based server.

As part of this project, the successful vendor must work with the DPW's project manager, Johnson & Anderson, and the City's IT provider, PCM, to facilitate installation and configuration of the application.

### **3.3 NON-ASSIGNMENT OR TRANSFER**

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

### **3.4 CITY RULES**

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

### **3.5 TERM OF CONTRACT**

The term of the Contract is items are to be delivered by **November 30, 2017**. The invoice will also reflect a delivery date on or before November 30, 2017. At the end of the term of the agreement, the City may want to continue a support contract with the provider once the software has been installed and configured. City has right to break agreement with 30 days' notice.

### **3.6 PROGRESS PAYMENTS/RETAINAGE**

This contract is not subject to progress payments or retainage.

THIS ENDS THE ABOVE SECTION  
FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

## FORM OF PROPOSAL

To: City of Pontiac, Michigan \_\_\_\_\_, 2017

To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

**NOTE:** This proposal is solicited on a unit price or lump sum for all items.

**THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.**

## SECTION 1: VENDOR SOLUTION INFORMATION (150 POINTS)

### Vendor Experience and Qualifications (65 Points)

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1. Provide a brief (1-2 paragraphs) background of your organization, including the year it was founded.
2. Provide a brief (1-2 paragraphs) background of the solution you are proposing and how you see it being implemented in the City.
3. Provide the percentage of your total annual revenue that is driven by enterprise content management (ECM) related revenue (e.g., software, services, maintenance, etc.).
4. What percentage of your revenue is derived from the following:
  - Software License Fees
  - Maintenance Fees
  - Professional Services / Consulting
  - SaaS Revenue
5. Provide evidence of what your organization is doing to remain a viable and stable player in the ECM market.
6. Describe the financial stability of your organization. Include documentation depicting this stability.
7. What is the annual research & development (R&D) investment for the ECM solution being proposed, both in terms of financial investment and total number of employees dedicated to the R&D function?
8. How much of your R&D is the result of customer requests (enhancement, new functionality)?

Total # of Points: \_\_\_\_\_ (Max 65 Points)

## Vendor Strategic Partnerships (35 points)

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1. Describe your partnership with Microsoft from a product, technology, and business perspective.
2. Describe your relationship with ESRI ArcGIS, ArcGIS Online and other ESRI ECM integrations.
3. Describe your relationship with Azteca Cityworks and integrations with your solution.
4. Describe your ability to migrate the City's existing Filebound documents into your solution.

Total # of Points: \_\_\_\_\_ (Max 35 Points)

## Vendor Competitive Analysis (25 points)

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1. List any of the relevant independent ECM analyst reports and rankings validating your solution within the ECM market (e.g., Gartner Magic Quadrant for Enterprise Content Management, Forrester Wave: Enterprise Content Management).
2. Describe what generally differentiates you from your key competitors.
3. Describe your market share in the ECM space.

Total # of Points: \_\_\_\_\_ (Max 25 Points)



## Vendor References (25 points)

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1. How many related municipal organizations have implemented your solution overall? Related Michigan solutions are preferred.
2. What percentage of your customers are still running your solution with active maintenance and support contracts (i.e., lifetime customer retention)?
3. Provide the name of the oldest, active customer of your solution.
4. How many organizations have implemented your solution in the past fiscal year?
5. How many customers were added in the past three (3) fiscal years?
6. Describe your customer retention.
7. Describe the customer industries you service.
8. Provide information in relation to three (3) customers who have implemented a solution similar to the City. Include company name, location, inception date, and solution specifics.
9. Would you be willing to host our organization for a site visit at your corporate headquarters?

Total # of Points: \_\_\_\_\_ (Max 25 Points)

Total # of Section 1 Points: \_\_\_\_\_ (150 Points Max)

## SECTION 2: PROJECT PERSONNEL (150 POINTS)

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1. Provide the current number of employees dedicated to the solution you are proposing. Please include titles and responsibilities for completion of the project. (30 Points) Total Points \_\_\_\_\_
2. For each of the project team members, please list their relevant experience with implementing a municipal solution with Departments including DPW, Clerk, Assessing, Human Resources, Treasurer, Planning, Building and Mayor. (35 Points) Total Points \_\_\_\_\_
3. Provide the number of offices and their locations for your organization. (25 Points) Total Points \_\_\_\_\_
4. Provide statistics related to the number of employees your company has added over the past five (5) years. (15 points) Total Points \_\_\_\_\_
5. Provide the average employee tenure for your Technical Support team. (25 Points) Total Points \_\_\_\_\_
6. Provide the longevity, in terms of years, of your executive management team, particularly your CEO and CTO. (20 Points) Total Points \_\_\_\_\_

Total # of Points for Section 2: \_\_\_\_\_ (Max 150 Points)

## SECTION 3: FUNCTIONAL REQUIREMENTS (550 Points)

### A: Solution Client Access (90 Points) Total Points for Section A \_\_\_\_\_

#### Client User Interface (Yes/No (10 Points) Total Points \_\_\_\_\_)

1. Can users easily navigate and perform their primary job tasks with little-to-no training and with intuitive ribbon-style toolbars, tabs, and easy access features that are based on the familiar look and feel of Microsoft Office products? Explain, if necessary.
2. Does the client provide capabilities for users to personalize their user experience (e.g., personalized home page that opens to personal workflow lifecycles, stored favorite retrievals, etc.)? Explain, if necessary.
3. Does the client display all of the associated information about a document right alongside the image itself – displaying index values, notes, related documents, revisions, discussion threads, and document history? Explain, if necessary.
4. Does the client provide the ability to display the document being indexed in a preview pane during the indexing process? Explain, if necessary.
5. Does the client provide the ability to auto-import camera images and media files directly from a connected device? Explain, if necessary.
6. Does the client enable users to play, stop, and pause multimedia files (audio / video) with the native viewer? Explain, if necessary.
7. Does the client enable users to filter and sort document lists by column headings or pre-defined search filters to narrow result sets? Explain, if necessary.
8. Does the client enable users to view Microsoft Office and Google word processing documents without a local install of the Office application? Explain, if necessary.
9. Does the client enable users to export data, documents, and/or links to documents out of the system via e-mail, to a file share, or a spreadsheet? Explain, if necessary.
10. Does the client enable users to organize documents in nested, parent-child folders with color-coded tabs that create and populate themselves as documents enter the system or are processed via workflow? Explain, if necessary.

#### Web Client Interface (10 Points) Total Points \_\_\_\_\_

11. Does the Web client provide a dashboard component to create and manage personalized interfaces that present end users with access to priority content and tasks (e.g., workflow status report, commonly used document searches, etc.)? Explain, if necessary.
12. Does the Web client solution offer full support for Internet Explorer, Firefox and Google browsers on the Windows platform? Explain, if necessary.

**Search Experience (10 Points) Total Points \_\_\_\_\_**

13. Does the solution enable users as well as administrators to create their own personalized saved searches? Explain, if necessary.
14. Does the solution provide the ability for meaningful document names to appear in a search results list that can contain both static text as well as defined index values, offering a more detailed description of the documents returned? Explain, if necessary.
15. Does the solution provide an advanced full-text search capabilities that include fuzzy, inflectional, customizable thesaurus, proximity, wild card, Boolean, and SOUNDEX? Explain, if necessary.
16. Does the solution provide the ability to utilize full-text searching alongside index value (e.g., date, keyword, etc.) search. Provide a screen shot depicting this capability from a single interface? Explain, if necessary.
17. Does the solution allow users to search for multiple document types (e.g., text, COLD, image, PDF, Word, Office, DWG, etc.) in one search and provide hit-highlights directly on documents and easy page-to-page navigation between hits? Explain, if necessary.

**Search – Microsoft Office (10 Points) Total Points \_\_\_\_\_**

18. Does the solution provide the capabilities to not only retrieve and archive to the ECM system from the native Office tabbed ribbon toolbar, but also search and retrieve ECM stored content from directly inside the native office application? Explain, if necessary.

**Retrieval (8 Points) Total Points \_\_\_\_\_**

19. Does the solution provide the ability to automatically link related documents of similar or different file types to each other (e.g., a mainframe-generated text file to a TIFF image)? Explain, if necessary.

**Integrated Workflow (8 Points) Total Points \_\_\_\_\_**

20. Is the solution's workflow experience integrated to provide task buttons and user interaction on a menu right from selected or open documents through standard document retrieval (i.e., user does not need to enter the workflow client)? Explain, if necessary.

**Offline Client Experience (7 Points) Total Points \_\_\_\_\_**

21. Does the solution provide capabilities for an offline mobile worker to access documentation, complete forms, capture signatures, etc. should they become disconnected to the network and then synchronize work back into the system when they are back online? Explain, if necessary.

**Mobile Devices (8 Points) Total Points \_\_\_\_\_**

22. Does the solution provide natively-built interfaces to standard mobile devices - iPad, iPhone, Windows Phone, Windows Surface tablets, and Android phone and tablets? Explain, if necessary.

**Client Deployment (2 Points) Total Points \_\_\_\_\_**

23. Does the system offer a ClickOnce or MSI-deployable solution for the client interface, minimizing administration overhead and supporting IT policies? Explain, if necessary.

**E-Mail Integration (8 Points) Total Points \_\_\_\_\_**

24. Does the solution allow for drag-and-drop import of messages into the ECM system using e-mail client folders in order to automate the classification and indexing of e-mails and attachments (e.g., users could create a folder for purchase orders, one for invoices, another for resumes, etc.)? Explain, if necessary.
25. Does the solution allow for e-mails and attachments to be automatically imported and fully indexed into the system without any user intervention or data entry? Explain, if necessary.
26. List the versions of Microsoft Outlook that you support.

**E-Mail Integration to Workflow (5 Points) Total Points \_\_\_\_\_**

28. Does the solution allow the user to access the ECM system's workflow processes from the e-mail client interface, with the ability to decision items (execute tasks) and view related documents directly from the e-mail message notification? Explain, if necessary.

**E-Mail Archive (4 Points) Total Points \_\_\_\_\_**

29. Does the solution provide an E-mail Archive that offers the ability to assign time-based retention to e-mails with the ability to put an e-mail or group of e-mails "on hold," preventing automatic destruction? Explain, if necessary.
30. Does the solution support single instance storage of both e-mail and attachments. For example, e-mails and attachments are only stored once in the E-mail Archive, with the sender and all recipients pointing to one record / file? Explain, if necessary.
31. Does the solution provide the ability for users to access an e-mail in the archive directly from their ECM or e-mail client? Explain, if necessary.
32. Does the solution provide the ability to search on e-mail index values and/or perform a full-text search on e-mail and attachment content? Explain, if necessary.

## **B: Record Capture (40 Points) Total Points for Section B \_\_\_\_\_**

### **Document Capture (5 Points) Total Points \_\_\_\_\_**

1. Describe the breadth of your solution's native, individual capture solutions.
2. Describe your ability to scan documents and information (central and remote).
3. Describe your ability to quality assure/verify documents once electronically captured (centrally and remotely).
4. Describe your ability to import documents and information (central or remote).
5. Describe your ability to automatically classify documents.
6. Describe your ability to extract information and index documents (centrally and remotely).
7. Describe your ability to define and apply business rules to validate extracted data.
8. Describe the user experience during verification.
9. Describe your ability to deliver images and data to a destination of choice.
10. Describe the system's ability to capture and index documents from remote users through either a web-based connection or disconnected method.
11. Describe the system's ability to perform quality assurance (QA)/verification of captured image documents. For instance, the solution should provide options to QA image quality and/or index accuracy. It should also provide a simple image re-scan process.
12. Solution's capture process allows for page separation and retrieval. This should include the separation of image and PDF file types.

### **Electronic Document Capture (5 Points) Total Points \_\_\_\_\_**

13. Describe your solution's capabilities related to electronic capture.
14. Describe your solution's ability to full-page OCR.
15. Describe the solution's support of sweeping images and other file types from a network directory, providing an indexing interface for viewing those documents while classifying and indexing them.

### **Application-Specific Integration (3 Points) Total Points \_\_\_\_\_**

16. Describe the ability to import content into your repository from directly within an application such as Microsoft Word or Excel.

**Workflow (3 Points) Total Points \_\_\_\_\_**

17. Describe the ability of your capture solution to integrate with your workflow engine.

**SharePoint Integration (2 Points) Total Points \_\_\_\_\_**

18. Describe the capabilities you offer for scanning through the Microsoft SharePoint interface.

**COLD (3 Points) Total Points \_\_\_\_\_**

19. Solution provides ability to easily and quickly configure the ingestion of print streams.
20. Does the solution provide the ability to parse a print stream and index documents in one process? The solution should be able to handle multiple types of print streams. List those supported by your system.

**Fax / MFP Integration (3 Points) Total Points \_\_\_\_\_**

21. Does the solution provide the ability to integrate with other devices (e.g., fax, MFP, etc.) as a means of ingesting documents into the system? Explain, if necessary.

**Indexing (3 Points) Total Points \_\_\_\_\_**

22. Describe the indexing capabilities available within your solution.
23. Describe your capture process's ability to automatically fill several index values on a document based on a primary index value that triggers the automatic look-up of additional index information already contained within the system.
24. Describe your solution's ability to automatically search for sensitive data and intelligently generate redacted zones.

**Recognition Technologies (3 Points) Total Points \_\_\_\_\_**

25. Describe the system's ability to natively provide data and text extraction capabilities for scanned image documents, including OCR, ICR, OMR, bar codes, and signature detection, in order to provide hands-off processing of scanned documents directly into the system without involving third-party software applications.

**Image Management (3 Points) Total Points \_\_\_\_\_**

26. Describe the solution's ability to control and track the modification of documents through multiple revisions, allowing users to view prior revisions and track document history. The solution should clearly display the number of revisions associated with a specific document. The solution should allow for the addition of comments per revision.
27. Does the solution provide the ability to stamp a specific revision of a document as a version, limiting which revisions of a document a certain user can see? Explain, if necessary.

**Electronic Signature (3 Points) Total Points \_\_\_\_\_**

28. Describe the native ability to associate an electronic signature with an event managed by your solution.

29. Does the solution provide one central GUI for administration and deployment of capture products? Explain, if necessary.

**Configuration (2 Points) Total Points \_\_\_\_\_**

30. Describe the out-of-the-box configurable options related to your solution's scanning interface.

**Scalability (2 Points) Total Points \_\_\_\_\_**

31. Describe the features that enable your system to scale for high-volume imaging applications.



## **C: Management (40 points) Total Points for Section C \_\_\_\_\_**

### **User Environment (4 Points) Total Points \_\_\_\_\_**

1. Are the solution's workflow configuration and user interface environments integrated with the rest of the ECM solution (i.e., you can access the workflow interface from within the client environment)? Explain, if necessary.

### **Process Design (4 Points) Total Points \_\_\_\_\_**

2. How many configurable workflow business rule templates are available out-of-the-box with your system? Explain what parameters are available, excluding any scripted capabilities, upon configuration.
3. How many configurable workflow actions are available out-of-the-box with your system? Explain what parameters are available, excluding any scripted capabilities, upon configuration.
4. Is there a graphical flow design tool to model processes?

### **Process Initiation (4 Points) Total Points \_\_\_\_\_**

5. Does the solution allow for documents to be added to a workflow in several different ways, including:
  - Scanning
  - Enterprise text report processing
  - Electronic forms processing
  - Document import processing
  - API
  - E-mail interface
  - Drag and drop from a line-of-business application screen
  - Adding documents already stored within the solution's repository to a workflow process at a specific point-in-time
6. Immediately upon import, based on the document type, does the solution automatically identify with which workflow processes to associate a given document.

### **Configuration (4 Points) Total Points \_\_\_\_\_**

7. Does the solution provide the ability for the workflow process to interact directly with defined Web services, allowing external data received to be used as part of a workflow process (e.g., confirm a delivery date from a website such as ups.com)? This is to be accomplished out-of-the-box with point-and-click configuration. Explain, if necessary.

### **Work Distribution (4 Points) Total Points \_\_\_\_\_**

8. Does the solution allow for the automatic distribution and sorting of work based on load balancing rules? Rules should include role, availability, percentage, order of arrival, index values, or the size of existing workloads for users, as well as custom-built work distribution

rules. This load balancing should also allow for the rebalancing of work to users if inequity is discovered within the workflow processes.

**User Experience (4 Points) Total Points \_\_\_\_\_**

9. Does the solution provide for customized instructions to be displayed within the workflow application, directing the end user on what functionality they can or should execute? Explain, if necessary.

**Decision Making (3 Points) Total Points \_\_\_\_\_**

10. Describe the system's ability to dynamically query, directly within the workflow interface, related documents associated to the transaction to provide better decision making.
11. Describe your workflow solution's ability to provide out-of-the-box visual indications of missing documents required of a work packet.
12. Describe your workflow system's ability to conditionally present a targeted set of user tasks, based on role and step of the process, to assist with processing decisions.
13. Describe the system's ability to retrieve or perform activity on related documents that may exist in the solution's ECM repository (file server), outside of the documents that currently exist within various stages of the workflow process.
14. Describe the system's ability to provide for a document in a workflow to check an attribute (document property or index value) on a related document and make a processing decision, such as how the document is to be routed, based on pre-configured logic and rules.
15. Solution provides the ability to perform parallel processing by automatically routing a single document through multiple business processes simultaneously and allowing multiple users to access and work on the same document.
16. Upon execution of a task within a workflow process, does the solution provide the ability to automatically present a prompt requesting additional information for downstream processing (e.g., hiring manager determines a candidate as a "no fit" for a given position and is prompted for feedback on candidate's positioning for a role elsewhere in the organization)? This is to be accomplished out-of-the-box with point-and-click configuration.

**Routing (3 Points) Total Points \_\_\_\_\_**

17. Many workflow processes require the user to select a simple decision task such as "approve" or "deny." Explain how additional out-of-the-box tasks can be presented to users, allowing them to execute more business-specific functions (e.g., simple tasks such as print, annotate, and e-mail; advanced tasks such as calling out to external systems, advanced routing, document composition, or the creation of an e-form).

**Integration (3 Points) Total Points \_\_\_\_\_**

18. Does the solution provide the ability to present and access workflow from the locations noted below? This should be accomplished out-of-the-box or through a productized offering. Provide a screen shot depicting this functionality within these viewers:

- iPad
- iPhone
- Windows Phone
- Android
- Standard Client
- Outlook
- URL String
- Web Client
- Line-of-Business Application
- SharePoint

**Business Activity Monitoring (2 Points) Total Points \_\_\_\_\_**

19. Does the solution provide a native, configurable workflow dashboard to monitor, in real time, the workload of end users? This should provide for an automatic visual notification within that dashboard when a process threshold has been crossed. Provide a screen shot so that we may have a visual representation of this.

20. Does the solution provide for a browser-based workflow dashboard to be displayed natively through your client interface, Microsoft SharePoint, or any WSRP 1.0-compliant portal product without any custom coding? Provide a screen shot so that we may have a visual representation of this.

**Reporting (2 Points) Total Points \_\_\_\_\_**

21. Does the solution produce reports utilizing custom transactions (e.g., approval time stamps added by a specific user during a transaction)? Explain, if necessary.

22. Does the solution provide preconfigured workflow reports that detail processing information such as:

- Average Time to Process Document per Lifecycle
- Daily Workflow Usage
- Document Process Time per Workflow Queue
- Documents Processed per Queue
- Documents Resident per Queue
- High or Low Document Processing Identification
- Queue Processing Time per User in Minutes
- Describe the specific report(s)

**Electronic Forms (3 Points) Total Points \_\_\_\_\_**

23. Will the Workflow solution include, at no additional cost, your native electronic forms application? Explain, if necessary.
24. Does the solution support the use of electronic forms natively without requiring the purchase of any proprietary forms software? Explain, if necessary.
25. Is the solution's electronic forms offering architected in a way to interact with other parts of your ECM repository including:
- Document import capture
  - Web (online form submission)
  - Web portal and SharePoint (form creation / submission through portal)
  - Index value design and structure
  - Cross-referencing or connecting related documents
  - Notes / annotations
  - Workflow (form auto-triggers a workflow process)
  - E-mail (form viewed as attachment)
26. While completing an electronic form, do users have the ability to attach documents to it, allowing those documents to automatically be associated with the form? Explain, if necessary.

## **D: Integration (40 Points) Total Points for Section D \_\_\_\_\_**

### **Non-Programmatic Integration (15 Points) Total Points \_\_\_\_\_**

1. From a data-centric business application, based on account/record information presented on the screen, does the system allow users to retrieve ECM-stored documents without custom programming, API programming, scripting, or modifications to the existing application? Explain, if necessary.
2. Does the solution provide the ability to execute separate and distinct document retrievals from sections/fields on the screen? Explain, if necessary.
3. Beyond retrieval, does the solution allow for other ECM functions to be performed, non-programmatically (i.e., point-and-click configurable), within the business application? This includes the ability to execute ALL of the following ECM functions from a single screen:
  - Index ECM stored documents using data on the business application screen
  - Present user with a workflow step in context with the business application screen
  - Launch a complete set of related documents presented in a tabbed folder view
  - Launch scanning interface to perform ad hoc capture related to the account / record
  - Create a scanning cover sheet with bar codes using data from the business application screen
  - Retrieve documents based on a custom query from the business application screen
  - Index captured documents using data from more than one screen within more than one business application
  - Launch and complete an electronic form to track an event or start a workflow process
  - Create a form letter from a Microsoft Word template, using data on the business application screen
4. Does the solution provide integration with e-mail clients like Microsoft Outlook, IBM Notes, and Novell GroupWise, allowing users to access ECM functionality and import e-mails and attached documents into the repository directly from their e-mail interface? Explain, if necessary.
5. Does the solution have a non-programmatic configuration enabling the system to be auto-aware of any business application that is integrated for document retrievals (meaning a user does not have to manually declare the business system in which they are working)? Explain, if necessary.
6. Does the solution provide http URL requests to retrieve documents, present workflow interfaces, and present a folder interface in lieu of custom programming? Explain, if necessary.

### **Programmatic Integration (15 Points) Total Points \_\_\_\_\_**

7. Does the system offer well documented, robust API(s)? Describe in detail.
8. Explain your existing API training program available to help organizations extend their ECM investment.

**Synchronization (10 Points) Total Points \_\_\_\_\_**

9. Does the solution offer the ability to synchronize data in real-time behind the scenes? Explain, if necessary.
10. Does the solution guarantee the delivery of data exchanged between systems in the event of an outage? Explain, if necessary.
11. Does the system offer the ability to trigger events when information changes in the business system or the ECM system? Explain, if necessary.

**E: Storage of Records (40 Points) Total Points for Section E \_\_\_\_\_**

**Records Management (5 Points) Total Points \_\_\_\_\_**

1. Is the records management functionality provided by the solution native without requiring integration with a third-party or external RIM tool? Explain, if necessary.
2. Does the solution provide the ability for documents to be automatically declared as records without any user interaction? Explain, if necessary.
3. Does the solution allow for multiple documents to be grouped together and treated by the system as a single record, with a single retention plan? Explain, if necessary.
4. Does the solution provide the ability for a document(s) to be dragged and dropped into a record (folder of documents) and have this new document automatically inherit the records management policy? Explain, if necessary.

**Record Types (5 Points) Total Points \_\_\_\_\_**

5. Does the solution allow users to capture, declare, and store electronic records (documents) in their native formats, including e-mail, electronic forms, physical items, images, text files, and Office documents? Explain, if necessary.

**Hold (5 Points) Total Points \_\_\_\_\_**

6. Does the solution provide the ability to place a hold (or multiple holds) on a record, as in the case of an audit or legal discovery? Explain, if necessary.

**Auditing (5 Points) Total Points \_\_\_\_\_**

7. Does the solution provide the ability to identify both complete and incomplete records across the entire repository? Explain, if necessary.

**Workflow (3 Points) Total Points \_\_\_\_\_**

8. Describe how you configure records management events (including Open, Closed, Cutoff, Hold, and Final Disposition) to be automatically posted to a record from within your workflow engine.

**Purging (3 Points) Total Points \_\_\_\_\_**

9. Does the solution provide a variety of destruction options, including the ability to keep both index values and files permanently, keep only index values, or purge both index values and files with or without a history log (certificate of destruction)? Explain, if necessary.

**Physical Records Management (3 Points) Total Points \_\_\_\_\_**

10. Does the solution provide a holistic view of both digitally-stored content and physically-stored content in a single search results list? Explain, if necessary.

**Administrative (4 Points) Total Points \_\_\_\_\_**

11. Does the solution provide an administrative view of physical record locators either pending check-out (requested) or currently checked out with appropriate location information (item name, user in possession, expected return date, identifier, repository, repository name)? Explain, if necessary.

**Searching (3 Points) Total Points \_\_\_\_\_**

12. Does the solution provide an easy way for administrators to locate/filter records? Explain, if necessary.

**Encryption (4 Points) Total Points \_\_\_\_\_**

13. Does the solution provide the ability to partially or fully encrypt data and documents using AES 256-bit encryption? Explain, if necessary.



## **F: Auditing and Reporting (40 Points) Total Points for Section F \_\_\_\_\_**

### **Auditing (12 Points) Total Points \_\_\_\_\_**

1. Does the solution provide the ability to access a document-level audit trail directly from the document? Explain, if necessary.
2. Describe what is natively tracked in your out-of-the-box audit trail.
3. Does the solution allow a system administrator to perform an ad hoc audit on system-related activities from within the client (e.g., identification of all documents accessed by a recently released employee)? Explain, if necessary.
4. Does the solution allow an administrator to create custom audit log entries tied to workflow progress for the purpose of generating business process reports? Explain, if necessary.

### **Reporting (12 Points) Total Points \_\_\_\_\_**

5. Does the solution's reporting tool directly integrates with Microsoft Excel, allowing users to build reports natively in Excel utilizing the ECM system attributes? Explain, if necessary.
6. Does the solution provide, within Microsoft Excel, point-and-click data mining and modeling of text-based reports stored within your repository? Explain, if necessary.

### **Exception Reporting (8 Points) Total Points \_\_\_\_\_**

7. Does the solution provide a report out-of-the-box (with no custom coding) that identifies matched, unmatched, or missing numeric and/or character index values between a primary document and secondary document(s) (i.e., automated reconciliation report)? Explain, if necessary.
8. Based on the exception identified, does the solution automatically route exception items from the exception report to a workflow for proper resolution? This should be accomplished without any coding. Explain, if necessary.

### **Visibility (8 Points) Total Points \_\_\_\_\_**

9. Does the solution provide real-time visibility without involving internal technical resources? Explain, if necessary.
10. Does the solution provide the ability to create visual, interactive dashboards for monitoring system and process health in real-time, without any coding? Explain, if necessary.
11. Does the solution provides the ability to access dashboards from anywhere? Explain, if necessary.

## **G: System Architecture (40 points) Total Points for Section G \_\_\_\_\_**

### **Index Value Configuration (3 Points) Total Points \_\_\_\_\_**

1. Does the system support an unlimited number of index values per document? Explain, if necessary.
2. Provide an overview of the different metadata types you support (e.g., date, date and time, currency, specific currency, alphanumeric, numeric, floating point, etc.).
3. Does the solution provide point-and-click configuration for index values, with multiple pre-configured formats (e.g., date: dd/mm/yyyy, month/dd/yy, mm-dd-yy)? Explain, if necessary.

### **Index Value Addition (3 Points) Total Points \_\_\_\_\_**

4. Describe your system's ability to define multiple instances of the same index value field to a single document without any programming. Explain how this is accomplished.

### **Index Value Grouping (3 Points) Total Points \_\_\_\_\_**

5. Does the solution provide the ability to store index value sets that can later be used to auto-index documents by entry of only a single primary value? This enables simplified indexing and more flexible retrieval by allowing users to enter a single index value and have all related index values auto-populate.

### **Index Value Updates (2 Points) Total Points \_\_\_\_\_**

6. Provide a detailed explanation of how your system can re-index documents, at a global level, without programming. The solution should provide for index values to be updated or replaced on multiple documents at once without custom programming or scripting.
7. Does the solution provide a means of purging, with just a few clicks, those index values that are no longer being used (saving database space and optimizing performance)? Explain, if necessary.

### **Index Value Security (2 Points) Total Points \_\_\_\_\_**

8. Describe validation of attribute values, including data sets, masking, etc.

### **Classification (3 Points) Total Points \_\_\_\_\_**

9. Describe how the system classifies/categorizes content. Is categorization of content configurable?
10. Does the solution support an unlimited number of document types within the system? Explain, if necessary.
11. Does the solution support the organization of documents into folder-type structures? Explain how this is accomplished.

**Document Linking (3 Points) Total Points \_\_\_\_\_**

12. Does the solution provides an underlying ability to easily pre-define document relationships for use in search and retrieval? Explain, if necessary.

**Database (3 Points) Total Points \_\_\_\_\_**

13. Are there limitations (from a database perspective) regarding how many documents can be stored within the system?

**Scalability (2 Points) Total Points \_\_\_\_\_**

14. Does the system provide scaling-up as well as scaling-out deployment capabilities?

**Storage Options (2 Points) Total Points \_\_\_\_\_**

15. Does the solution allow the archiving of documents to various media, including:

- Windows file servers, to allow the leveraging of Share and NTFS permissions
- Archiving of documents to Linux file servers
- Archiving of documents to Unix file servers
- Integrate with IBM Tivoli Storage Management
- Integrate with EMC Centera
- NetApp
- Plasmon Archive Appliances
- CD, DVD or Blu-ray

**Storage Formats (2 Points) Total Points \_\_\_\_\_**

16. Does the solution store documents in their original, native file format, not in a proprietary format, so that we are not forced to use your software to access our data? Explain, if necessary.
17. How many native file formats do you support? For unique file types, explain how you handle storage

**Export (2 Points) Total Points \_\_\_\_\_**

18. Does the solution contain an export tool for massive exporting of content in a non-proprietary format? This should supply both the document and the index values.

**Off-line (2 Points) Total Points \_\_\_\_\_**

19. Do users have the ability to check documents out of the system for access via a localized copy that can be worked on, checked back in, and processed automatically? Explain, if necessary.

**Fail-Over/Redundancy (2 Points) Total Points \_\_\_\_\_**

20. Does the solutions storage architecture allow for documents and images to be stored at one too many different physical locations for the purpose of redundancy? If one of the locations were to have a failure, there would be no interruption of access to the documents. Explain, if necessary.

**Security (3 Points) Total Points \_\_\_\_\_**

21. Does the solution have the option to limit access to the storage locations based on service accounts? Explain, if necessary.

**Encryption (3 Points) Total Points \_\_\_\_\_**

22. Does the solution provide the ability to encrypt data at the database level and at the file storage level, as well as content that has been backed up/at rest? Explain, if necessary.

## **H: Configuration (40 Points) Total Points for Section H \_\_\_\_\_**

### **Administration Interface (10 Points) Total Points \_\_\_\_\_**

1. Does the solution provide an interface for the point and click configuration and administration of all major system components (e.g., import processing, document type configuration, index value configuration, workflow, create rapid no code/low code applications, user groups and rights, storage structure, scanning, records management, foldering, scripting, etc.)? Explain, if necessary.
2. Does the solution allow for ease of configuration, in that most administrative tasks (e.g., adding new document types and index values, user administration, configuring workflows, etc.) can be done by an internal resource as opposed to a third-party software expert? Explain, if necessary.

### **Configurability Options (10 Points) Total Points \_\_\_\_\_**

3. Quantify the number of configurable options in your solution.

### **Import Processing (10 Points) Total Points \_\_\_\_\_**

4. Across all of your input/ingestion offerings (e.g., document capture, COLD/ERM, directory imports, document imports, etc.), describe the ease of configuring this content to automatically enter one or many workflow processes upon ingestion.

### **Workflow Configurability (10 Points) Total Points \_\_\_\_\_**

5. Describe in detail how workflows are designed, created, and the level of scripting or any custom coding that is required. Please include any screen shots you feel would help to explain.
6. Describe how business users can modify business processes without having to rely on a system administrator to make the changes. This should also allow for continued, uninterrupted access to the system when changes are made.

**I: Database-Hardware (30 Points) Total Points for Section I \_\_\_\_\_**

**Database (15 Points) Total Points \_\_\_\_\_**

1. Does the database architecture supports multi-vendor platforms, specifically Microsoft SQL and Oracle?

**Virtualization (15 Points) Total Points \_\_\_\_\_**

2. Describe your solution's support for virtualization.

## **J: Security Administration (40 Points) Total Points for Section J \_\_\_\_\_**

### **Security (8 Points) Total Points \_\_\_\_\_**

1. Describe the depth and breadth of your solutions security methodology (rights and privileges), including system's ability to assign security at each of the following levels:

- User Groups
- Users
- Document Type Groups
- Document Types
- Index Values
- Folders
- Notes
- Workflow
- Import Processors
- Scan Queues
- Configuration

### **Authentication (6 Points) Total Points \_\_\_\_\_**

2. Describe the solution's different security options for logging into the system, allowing the system administrator to decide which option is the best for our company (e.g., using a separate security model for an additional logon and password, NT Authentication, integration with Windows® Active Directory, Novell® Security, or single sign-on authentication).

### **Encryption (6 Points) Total Points \_\_\_\_\_**

3. Does the solution have the ability to encrypt data at the database level, the file storage level, and content that has been backed up/at rest? Explain, if necessary.
4. Describe your solution's ability to publish select content onto removable media (CD / DVD) in an encrypted format, allowing access to a self-contained / runtime version of your client.
5. Describe your solution's ability to send documents as an encrypted PDF.

### **PCI Compliance (6 Points) Total Points \_\_\_\_\_**

6. Describe how your system manages highly-sensitive information (e.g., payment card information), adhering to the PCI compliance standard.

### **Workflow Administration (5 Points) Total Points \_\_\_\_\_**

7. To accommodate multi-departmental/enterprise deployments involving numerous administrators, explain how your solution segregates workflow administration privileges.

### **Web Administration (5 Points) Total Points \_\_\_\_\_**

8. Describe the solutions ability for designated users to perform the following administrative tasks via the web-based client:

- Add new users
- Change passwords
- Reset passwords
- Apply rights to user groups

**Licensing Assurance (4 Points) Total Points \_\_\_\_\_**

9. Describe how the solution allows the system administrator to hold a specific number of licenses for different features such as logging into the system, importing documents, or using workflow for specific user groups that must be guaranteed access to these features regardless of who else is logged into the system.



**K: Scalability (30 points) Total Points for Section K \_\_\_\_\_**

**Deployment (3 Points) Total Points \_\_\_\_\_**

1. Does the system support ClickOnce deployment to ease the use of installation and configuration updates? Explain, if necessary.

**Test Environments (3 Points) Total Points \_\_\_\_\_**

2. Does the solution allow for development, test, and disaster recovery environments with no additional licensing fees? Explain, if necessary.

**Expansion (3 Points) Total Points \_\_\_\_\_**

3. After the initial investment, the City intends to add on additional Departments. Describe how your software could accommodate this growth. Is the software contained in one code base?

**Redundancy (3 Points) Total Points \_\_\_\_\_**

4. Does the solution support multiple application and web servers in a load balanced configuration environment for redundancy? Explain, if necessary.

**Users (3 Points) Total Points \_\_\_\_\_**

5. Provide examples of scalability using real customer examples and metrics:
- Peak number of users in a single instance at one time
  - Peak number of retrievals per hour
  - Peak number of documents ingested per day
  - Peak number of documents stored in the ECM repository
  - Is solution licensing based on concurrent users?

**Index Values (2 Points) Total Points \_\_\_\_\_**

6. Does the solution support an unlimited number of customer-defined, first class, index value fields per document within one storage structure? These fields should be of various formats, including date, currency, alphanumeric, and numeric. (Second class index value fields would include any additional information stored about a document separate from the primary document index structure.) Explain, if necessary.
7. Does the solution support the ability to store multiple values for the same index value instance (e.g., customer name = John Adams and Sara Adams)? The population of an additional value(s) should be accomplished with a single mouse click or keyboard short cut. Explain, if necessary.

**Image Storage (3 Points) Total Points \_\_\_\_\_**

8. Does the solution utilize a file storage system to store documents, as opposed to storing directly into the database? Explain, if necessary.

**Batch Processing (2 Points) Total Points \_\_\_\_\_**

9. Describe how your solution supports the ingestion of large volumes of transactions during peak processing timeframes.

**Code Base (2 Points) Total Points \_\_\_\_\_**

10. Describe how your solutions architecture supports the addition of features and functionality without having to build connectors between the applications in your suite of products.

**Capacity (3 Points) Total Points \_\_\_\_\_**

11. What is the maximum number of documents the solution can hold?

**Document Caching (Distributed and Global Deployments) (3 Points) Total Points \_\_\_\_\_**

12. Does the system deliver efficient access to documents over a WAN (distributed and global environments)?

**L: Implement/Support (40 Points) Total Points for Section L \_\_\_\_\_**

**Implementation (15 Points) Total Points \_\_\_\_\_**

1. Describe your implementation processes and procedures.
2. Describe the roles and responsibilities the vendor will have during an implementation.
3. Describe the roles and responsibilities the City will have during an implementation.
4. Provide a sample of the structured project implementation plan utilized.
5. Describe the number of environments (test, production) supported in an implementation of your system and the cost of each.

**Technical Support (15 Points) Total Points \_\_\_\_\_**

6. Describe your technical support organization and structure.
7. How many support centers do you operate?
8. What hours is your Technical Support department available?
9. Describe how support issues are logged.
10. Describe the designated support representative that will be assigned.
11. Do you provide a way to check the status of an issue online?
12. Detail your problem escalation procedure.

**Software Support (10 Points) Total Points \_\_\_\_\_**

13. When was the first version of your solution released?
14. Describe how consistently new versions of the software are released.
15. Describe how software changes or enhancements are incorporated into a release.
16. Explain how long a release is maintained.
17. Detail the software license costs or upgrade costs typically incurred with an upgrade to a new release.

**M: Training (40 Points) Total Points for Section M \_\_\_\_\_**

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1. Describe the training that is available to the customer's personnel and if it is available onsite. (5 Points) Total Points \_\_\_\_\_
2. Do you provide a train-the-trainer technique within your training offerings? (7 Points) Total Points \_\_\_\_\_
3. Do you provide web-enabled training courses and tutorials? (7 Points) Total Points \_\_\_\_\_
4. Do you have a website dedicated to training? (7 Points) Total Points \_\_\_\_\_
5. Do you offer a full array of live, interactive training (including solution certification) via the internet, thus minimizing an end user's need for travel and additional travel-related expenses for training? (7 Points) Total Points \_\_\_\_\_
6. Describe subscription-based training services available, providing our organization with on-demand, online training for one price. (7 Points) Total Points \_\_\_\_\_

Section 3 Scoring Summary	Points
Total Points for Section A	
Total Points for Section B	
Total Points for Section C	
Total Points for Section D	
Total Points for Section E	
Total Points for Section F	
Total Points for Section G	
Total Points for Section H	
Total Points for Section I	
Total Points for Section J	
Total Points for Section K	
Total Points for Section L	
Total Points for Section M	
Total Section 3 Points	

## SECTION 4: PROJECT PRICING (150 POINTS)

The City desires to be able to compare the 5-Year Total Cost of Ownership (TCO) of each vendors solution submission. Because it is the City's intention to expand the use of the solution after the initial implementation, the RFP outlines a number of assumptions below to guide in the preparation of the price proposal. Please read these carefully and respond as requested in preparing your cost estimate. Point Totals will be scored according to the Evaluation Criteria section outlined earlier in the RFP document.

If your pricing structure is different from that specified below, and if you believe your structure would result in a lower TCO for the City you may submit an **ALTERNATIVE PRICE PROPOSAL**, which must be in addition to the price proposal in the format specified below.

The City also intends to provide the required server(s), preferably virtualized, and client hardware and software such as Microsoft Office and SQL. However, the City requests that the vendor outline the specific solution hardware and software architecture requirements for project information in this section.

	Year 1	Year 2	Year 3	Year 4	Year 5	5- Year Total
Township Provided Estimate of End Users (1)	10	15	25	25	25	25
Vendor's Price Proposal						
	\$					
ECM System Software (2)						
API's to Integrate with BS&A, Filebound, ESRI, Cityworks (3)						
Annual Support, Maintenance and Renewal Fees (4)						
Implementation Services (5)						
Total Cost of Ownership (TCO)						

### (1) City Provided Estimate of End Users

In the first year, this is the estimate of end users from the initial DPW implementation. In years 2 through 5, the City intends to expand the use of ECM using its internal resources and provides these estimates of total system users as a basis for estimating pricing.

State pricing in terms of 'concurrent users' or 'named users'. If you wish to use an alternative pricing structure that would be to the benefit of the City, please include that in your **ALTERNATE PRICE PROPOSAL**, and specify the basis for that pricing.

### (2) ECM System Software

Include all software modules or elements required to meet the requirements specified in this RFP. Please include a list of all proposed software modules.

### **(3) ECM System Software**

Include all API's or other elements required to meet the requirements specified in this RFP. This should include installation and integration. Please include a list of all proposed API's.

### **(4) Annual Support, Maintenance and Renewal Fees**

Include all post-implementation costs of any kind including technical support/customer service with unlimited phone technical support for the technical staff. You must specify any and all annual escalation rates/fees in this schedule. Your proposal will represent a fixed guaranteed maximum rate/increment for annual escalation.

### **(5) Implementation Services**

Must include all costs for the installation of software in Item 2 and any additional costs of all kinds not related directly to the items specified above, including, but not limited to:

1. Customization and configuration necessary to meet the project requirements as outlined in the Project Overview and Objectives section of this RFP.
2. Consulting services necessary to implement the project requirements including the ones outlined in the Project Overview and Objectives section of this RFP.
3. Training services necessary to meet the training requirements outlined in this RFP.
4. Any other costs not included in prior items – please specify.

## SECTION 5: RFP SCORING SUMMARY

SOLUTION VENDOR NAME		
	PASS (Y/N)	
MANDATORY PASS/FAIL COMPLIANCE		
		POINTS
SECTION 1: VENDOR SOLUTION INFORMATION		
SECTION 2: PROJECT PERSONNEL		
SECTION 3: FUNCTIONAL REQUIREMENTS		
SECTION 4: PROJECT PRICING		
TOTAL # of POINTS		

**Related Project Experience:**

The proposer must have at least ten successful implementations of the proposed software solution, which is currently in production at a referenceable municipality of equal or greater size.

The proposer must demonstrate that the proposed software solution has been successfully implemented by the proposer in at least ten municipalities with at least 25+ concurrent users within the past three (3) years.

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects is limited to at least 10 municipalities in the past three (3) years:

1) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

2) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

3) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

**Please make additional copies of this sheet or include a separate list with the bid proposal.**



**CITY OF PONTIAC - BID PROPOSAL**

I, the undersigned, propose to provide equipment proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described service(s) and/or item(s) for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

COMPANY NAME, ADDRESS AND PHONE NUMBER:

\_\_\_\_\_  
\_\_\_\_\_

Name and Title of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date signed \_\_\_\_\_

Office # \_\_\_\_\_

Cell # \_\_\_\_\_

FAX# \_\_\_\_\_

FEDERAL TAX I.D. NUMBER \_\_\_\_\_

## SAMPLE CONTRACT FOR [TYPE OF SERVICE]

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

[INSERT SPECIFICS OF RFP HERE]

## EXHIBIT "B"

### ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:

a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.

b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.

c) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

d) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.

e) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

f) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

g) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability,

demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services. In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

- h) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
  - i) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;



j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;

k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;

l) Makes an assignment for the benefit of creditors; or

m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;

i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.

13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of

computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.

25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.

26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.

b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.

c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but

for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) ~~Erroneous Termination for Default.~~ If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
  - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) Termination upon bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract; but in no case shall said compensation exceed the total contract price.
- 31) Third party action notification. The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or

condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

~~c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.~~

d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.



In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

[Contractor]

DATE

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

City of Pontiac

DATE

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_