



**CITY OF ROCHESTER HILLS, MICHIGAN
REQUEST FOR PROPOSALS**

Project Title:

Software Marketplace including Cloud Solutions
RFP-RH-22-026

Submission Closing Date and Time:

August 17, 2022 at 3:00:00 P.M. (Local Time)

Non-Mandatory Pre-Proposal Conference:

A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held on Wednesday, July 27, 2022, at 1:00 p.m. via Zoom Teleconference with the following login instructions:

Topic: RFP-RH-22-026 Pre-Proposal Meeting - Software Marketplace including Cloud Solutions
Time: Jul 27, 2022 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/84472172258?pwd=1tg5ZAJ14isxpDp27-IWWX_mX7yJqI.1

Meeting ID: 844 7217 2258

Passcode: 177032

One tap mobile

+13126266799, 84472172258# US (Chicago), +19292056099, 84472172258# US (New York)
federal

Dial by your location +1 312 626 6799 US (Chicago), +1 929 205 6099 US (New York), +1 301 715 8592
US (Washington DC), +1 346 248 7799 US (Houston), +1 669 900 6833 US (San Jose), +1 253 215 8782
US (Tacoma)

Meeting ID: 844 7217 2258

For Questions regarding this solicitation, contact:

Lisa Cummins, CPPB

Procurement Manager

Phone: (248) 841-2537

Email: cumminsl@rochesterhills.org

www.mitn.info

PROPOSAL INVITATION

The City of Rochester Hills acting as the Principal Procurement Agency, on behalf of OMNIA Partners is requesting proposals from experienced and qualified firms for an On-line Marketplace for the purchase of software including cloud solutions. The City requires a firm or firms who can provide a diverse and extensive marketplace for cloud and software products/services. Sealed proposals will be received by the City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 until **EXACTLY 3:00 P.M. Local Time, on August 17, 2022, via electronic proposal submission ONLY** at which time the names and addresses ONLY of submitting proposers will be publicly read via Zoom Teleconference.

A non-mandatory pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held via Zoom Teleconference (login instructions on coversheet) on July 27, 2022, at 1:00 p.m. EST

Due to the COVID-19 pandemic, some City processes have been affected and as such, are requiring adjustment to the normal processes. It is important that you read all the information to ensure you submit your bid response to the City in the correct manner. Please ensure all documents are signed. If you are interested in providing a bid, please read the document in its entirety and submit the requested information and proper forms and upload to the MITN website. Electronic submission ONLY will be accepted. Hardcopy, emailed, faxed and late submittals will not be accepted.

The City of Rochester Hills officially distributes bid/proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, select Departments, select Fiscal, Accounting & Purchasing, then Procurement Division then Vendor Registration click the link to the MITN website. Final proposal results will be posted on the MITN website after award.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date and time given above to:

Lisa Cummins, CPPB
Procurement Manager
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

All proposals must be submitted electronically via the MITN website. Hardcopy, Faxed or Emailed proposals will not be accepted. The City of Rochester Hills is capable of accepting documents in docx, xlsx, pdf, jpg, tif or rtf formats. It is requested that you upload one complete document, versus that of several individual sheets. Please name your files accordingly if more than one file is uploaded.

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of work to be performed.

Proposals shall be in conformance with the documents. Any deviation from the specifications must be noted in the Proposal.

With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City.

PROPOSAL OPENING VIA ZOOM TELECONFERENCE

Proposers wanting to view the opening are invited to do so utilizing the following meeting information listed below. We are requesting that you not attend in person to limit capacity within City Hall during this time and it is possible that City buildings may not be open to the public at the time of the opening.

You are invited to a Zoom webinar.

When: Aug 17, 2022 03:00 PM Eastern Time (US and Canada)

Topic: RFP-RH-22-026 Software Marketplace including Cloud Solutions

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88135300723>

Or one tap mobile:

US: +19292056099, 88135300723# or +13017158592, 88135300723#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 881 3530 0723

PURPOSE/OVERVIEW

The City of Rochester Hills (herein referred to as "City" or Lead Public Agency) is acting as the Principal Procurement Agency, on behalf of OMNIA Partners (see Attachment A for National Contract requirements), to create a nationwide Master Agreement for an on-line marketplace for the purchase of cloud and software products and services. The term of the agreement will be for a five (5) year period with a five (5) year renewal option.

The purpose and intent of this Request for Proposal (RFP) is to establish a cooperative contract, or contracts, for an on-line marketplace for the purchase of cloud and software products and services. Requirements

and qualifications are defined in detail in the scope of services section of this Request for Proposal. The City seeks a firm that can provide the specified products and services (on a nationwide basis).

To respond to this RFP, interested proposers must include a response to all criteria that are listed in the Proposal Format and Content section. Failure to include a response to all the evaluation criteria may be cause for rejection.

Attendance at the Pre-Proposal Conference is highly encouraged. The conference will explain the RFP process and clarify the contents of this solicitation. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. If a proposer is unable to attend the Pre-Proposal Conference, questions should be directed to:

Lisa Cummins, CPPB
Procurement Manager
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 841-2537
cumminsl@rochesterhills.org

Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest cost proposal will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which methodology, product offerings, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City. The criteria that will be used and considered in evaluation for award are set forth in this document. The City reserves the right to award multiple contracts for the same or similar item(s).

BACKGROUND

The City of Rochester Hills is a residential community in Oakland County, Michigan, with a population exceeding 70,000. The City of Rochester Hills is organized as a strong Mayor form of government with legislative power vested in City Council. The City is a full service municipality, exclusive of police and trash collection. The community includes important research, manufacturing and services employers as well as educational and cultural institutions. It enjoys an excellent reputation in southeast Michigan for its proactive government and community planning. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

SUBMITTAL GUIDELINES

- a. Submit one (1) original and one (1) redacted copy (said PDF document shall be clearly marked as “REDACTED COPY”;
- b. It is the proposer’s responsibility to clearly identify and to describe the products and services being offered in response to this solicitation;
- c. The solicitation forms must be completed legibly and in their entirety;
- d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;
- e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired; and
- f. Elaborate artwork; expensive paper, bindings, visual and other presentation aids are not required.
- g. Faxed, Hardcopy, and/or emailed proposals WILL NOT be accepted.

TERM

The term of the agreement will be for a five (5) year period with a five (5) year renewal option. Orders for products and services, including maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

ADDENDA TO REQUEST FOR PROPOSAL DOCUMENTS

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any vendor with the exception of questions posed at the pre-proposal conference. Otherwise, vendors must request such interpretations or clarification in writing from the City. Request for information or clarification of this RFP must be made in writing and addressed to Lisa Cummins, CPPB at the address, fax, or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

Lisa Cummins, CPPB
Procurement Manager
City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309
Telephone: (248) 841-2537
Fax: (248) 608-8178
Email: cumminsl@rochesterhills.org

Questions relative to this solicitation must be submitted to Lisa Cummins, CPPB, Procurement Manager, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, in writing prior to July 28, 2022, at 5:00 p.m. No negotiations, decision or actions shall be initiated by any firm as a result of any verbal discussion with any individual City employee prior to the due date or during the

evaluation process. All communications shall be conducted through the City of Rochester Hills Purchasing Division, unless specific written documentation is provided to the vendor.

The City reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.

The City reserves the right to disqualify any proposer who contacts any City employee, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions with proposers after the proposal opening.

NATIONAL CONTRACT REQUIREMENTS

The City of Rochester Hills, MI, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Rochester Hills, MI is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and

publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (ATTACHMENT A).

The City of Rochester Hills anticipates spending approximately \$1 million over the full potential Master Agreement term for Software and Cloud Marketplace & Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Software and Cloud Marketplace & Related Services purchased under the Master Agreement through OMNIA Partners is approximately \$500 million. This projection is based on the current annual volumes among the City of Rochester Hills, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

OBJECTIVES

This RFP has been developed with the intent of achieving the following objectives:

1. Provide a competitively solicited Master Agreement offering Cloud and Software Products and Services to Participating Public Agencies;
2. Establish a Master Agreement as the Supplier's featured offering to Participating Public Agencies;
3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
4. Aggregate demand for software and cloud marketplace and related cloud services to enable Participating Public Agencies to achieve value added benefits;
5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through innovative ordering and management systems;
6. Provide Participating Public Agencies with a broad range of curated third-party, commercially available, software and cloud marketplace solutions.

SCOPE OF SERVICES

The City seeks to establish a nationwide purchasing agreement with direct provider(s) a software cloud marketplace() that offers a broad range of solutions including but not limited to SaaS, data exchanges, pre-built images, pre-configured cloud technology stacks, and other related items. The marketplace should include third-party software cloud solutions (listings) that are commonly desired and/or required by public sector organizations. Offers shall provide the three key models for cloud computing as defined below and may include other related solutions and services.

- Infrastructure as a Service (IaaS): This model contains the basic building blocks for cloud IT and typically provides access to networking features, computers (virtual or on dedicated hardware), and data storage space. IaaS provides the highest level of flexibility and management control IT resources.
- Platform as a Service (PaaS): This model removes the need for organizations to manage the underlying infrastructure (usually hardware and operating systems) and allows focus on the deployment and management of your applications.
- Software as a Service (SaaS): This model provides a complete product that is run and managed by the service provider.

Given the cooperative nature of this RFP, it is expected that offerors shall offer a better value than what they would ordinarily offer to the public or to a single government entity. Vendors shall also offer value-added solutions to support cloud marketplace transactions, such as consumption and management tools and account support. Value-added features may include procurement system integration, consolidated billing, reporting, analytics and application programming interfaces (APIs) and tools for third-party software vendors to integrate with the cloud marketplace.

The software marketplace and cloud solutions should offer a variety of pricing structures, such as consumption-based, monthly, annual or multi-year contracts, free or trial solutions, and bring your own license (BYOL). Due to varying pricing structures of cloud marketplaces available, the Lead Public Agency shall not define the contract price structure and instead vendors should provide pricing based on their marketplace model. The City anticipates that the market established best value and the City will not need to amend the contract when the market goes up or down.

Given the highly innovative nature of cloud marketplaces and the solutions offered, the City anticipates future related solutions not specifically named in this solicitation. Vendors will be allowed to offer services via the contract that are directly related to the contract scope as “related services.” The Principal Procurement Agency may also add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services as mutually agreed. The change must be approved by the Procurement Manager and a contract Modification issued by the Purchasing Division for any changes to the contract.

The intent is for each offeror to submit their complete product line so that Participating Public Agencies may procure/order a wide array of products and services as appropriate for their needs.

PRODUCT CATEGORIES

Category 1: Security

Category 2: Infrastructure/DevOps/OS

Category 3: Database and Data Analytics

Category 4: Business Apps

Category 5: Networking

Category 6: Storage, Backup, and Recovery

Category 7: Miscellaneous/Other Category

Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.

PROPOSAL FORMAT AND CONTENT

The proposal should address the items included in the Scope of Services and Evaluation Criteria Sections. Proposals should provide straightforward and concise responses to requested information and provide descriptions of qualifications and capabilities. The proposal should be properly named and tabbed and submitted electronically through the MITN website. It is preferable that all the information be included in one document, if practical. If not, then please ensure each attachment is named appropriately and uploaded in order. Incomplete proposals may be deemed nonresponsive.

Each section of the Offerors proposal shall be organized in the order listed below so that the requirement to which information or data applies shall be plainly evident at the top of each page. Material not so identified may be discarded without evaluation. Information should not include generalized promotion material, resumes, statement of experience, qualifications or capabilities, or other material that is not applicable to the proposed agreement.

Offerors should organize their proposals using the following format:

Item	Proposal Content Requirements
1.	Vendor Questionnaire/Signature Page (original signature required)
2.	Executive Summary
3.	Proposal Profile
4.	Project Methodology/Approach
5.	Supplier Information
6.	References
7.	Proprietary Information
8.	Exceptions
9.	Other Information
10.	Attachment A - OMNIA Partners Administration Agreement
11.	Attachment B - Price Proposal

1. Vendor Questionnaire

Offeror shall include a fully completed Vendor Questionnaire and Signature Page as the cover sheet to their proposal response. The Vendor Questionnaire and Signature Page is located in this Request for Proposals (pages 18-25). Failure to include these forms fully completed with an original signature shall cause the proposal to be declared non-responsive and eliminate it from further consideration.

2. Executive Summary

Offeror shall provide an Executive Summary that presents in brief, concise terms, a summary level description of the contents of the Proposal. This summary shall state the Product Categories in which its Proposal is based.

3. Proposal Profile

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- Name of company submitting proposal
- List any company dba's
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees

4. Project Methodology/Approach

Offeror shall respond to the Scope of Services. The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Scope of Services. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the On-Line Marketplace for the purchases of Cloud and Software Products is encouraged.

In addition, Offeror shall provide a timeline and schedule for completion of this project, highlighting critical points in the process.

5. Supplier Information

- a) Supplier Qualifications (Ref. Attachment A, Section 2.0): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.
- b) Supplier Information (Ref. Attachment A, Section 3.0) Offeror shall include a response to each item within the section.

6. References

The Offeror shall complete the Contractor Data Sheet (Attachment A), to include a minimum of three (3) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and email address of the contract administrator.

7. Proprietary Information

Any such information must be submitted under this section.

8. Exceptions

Any exceptions being taken to the RFP must be listed under this section.

9. Other Information

Included any other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the City in addition to general assistance.

10. Attachment A - OMNIA Partners Administration Agreement

11. Attachment B - Price Proposal

PROPOSAL EVALUATION PROCESS

All proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City reserves the right to interview from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective, best value, and experienced provider(s) determined in the evaluation process. Meetings with short-listed proposers will provide additional information and criteria upon which the City will base its selection decision.

The City reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City.

The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed firm(s)' services which best meets its required needs, quality levels and budget constraints. The City reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.

The City is not required to award and/or to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the product/services, of which proposed approach, products and services, and ability to perform the requirements of the contract may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City.

EVALUATION CRITERIA

The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Rochester Hills, including but not limited to:

1. Understanding of Project. How well does the proposal demonstrate a thorough understanding of the purpose and scope of the project?
2. Methodology Used for Project. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP? How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. Management Plan for Project. How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP? Is accountability completely and clearly defined? Is the organization of the project team clear? How well does the management plan illustrate the lines of authority and communication? To what extent does the Proposer already have the hardware, equipment, labor, etc. necessary to perform the contract? Does it appear the Proposer can meet the schedule set out in the RFP? Has the Proposer offered alternate deliverables and gone beyond minimum task necessary to meet the objectives of this RFP? Is the proposal practical and feasible? How well have any potential problems been identified? Is the proposal submitted responsive to all material requirements in the RFP?
4. Supplier Information/Qualifications/Ability to Perform. Do the individuals assigned to the project have experience on similar projects? How well has the firm demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the firm.
5. Proposed Costs.

PRICING INSTRUCTIONS

All offeror's must provide pricing based on their marketplace model. Offerors are highly encouraged to include in their proposal a description of any significant task, product, or services not listed in the Scope of Services which they know to be necessary under the proposed contract.

The City may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a

price mutually agreed upon. The change must be approved by the Procurement Manager and a Contract Modification issued by the Purchasing Division to change the contract.

GENERAL CONDITIONS/CONTRACT INFORMATION

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Lisa Cummins, CPPB, Procurement Manager, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248/841-2537. All inquiries will be made in writing in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after June 28, 2022 at 5:00 p.m., will not be considered.
2. Additional information to this proposal from prospective firms shall be requested by the Purchasing Division of the City of Rochester Hills.
3. Proposals will not be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.
4. Proposals may not be withdrawn after they have been deposited with the City of Rochester Hills, except as provided by law.
5. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.
6. Trade Secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Michigan Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. References may be made within the body of the proposal to proprietary or trade secret information (Item 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.
7. Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words “shall” or “must” to identify the contractor’s obligations.
8. The City’s proposed contract documents and this Request for Proposals contain terms and conditions the City favors and intends to use for the resultant contract. If the Offeror wishes the City to consider

any changes to these documents, such changes must be submitted as part of the Offeror's proposal (Item 8).

9. If an Offeror requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace City of Rochester terms and conditions
10. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the City or to award to multiple proposers.
11. The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.
12. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.
13. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
14. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes.
15. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined herein.
16. No faxed, email, or mailed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
17. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this solicitation to be deemed responsive. Any deviation from the specifications must be noted in the proposal.
18. Ownership of all data, materials and documentation originated and prepared for the City of Rochester

Hills pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Rochester Hills.

19. The supplier shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The supplier shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.
20. Advanced payments will not be authorized.
21. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor or the City of Rochester Hills.
22. Proposers are advised that the RFP is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals and the “progress” of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website. Proposal information will be available upon award of the contract.
23. In the event bankruptcy proceedings are commenced by or against contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party. City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the contractor responsible for damages.
24. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.
25. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. Addendum will be posted on the MITN system. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.
26. Under 2012, PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

27. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.
28. Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by the City, the Purchasing Division will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the City and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.
29. Indemnification (Hold Harmless) Clause
To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
30. Insurance Requirements (If applicable)
The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.
- A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

- a) Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Consultant 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 \$1,000,000.00 per occurrence, 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 Contract Aggregate.
- c) Umbrella Liability Insurance: The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
- d) Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- e) Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."
- f) Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309."
- g) Proof of Insurance. The Contractor shall provide the City of Rochester Hills, at the time that 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.

- h) If any of the above coverages expire during the term of the contract, the Consultant shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

VENDOR QUESTIONNAIRE

Date:	
Firm Name:	
Address:	
City/State/Zip Code:	
Telephone Number:	
Fax Number:	
Contact Person:	
Contact Person Email:	

Firm Established:	
Years in Business:	

Type of Organization: (Circle One)
a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other

Please respond to the following questions:

Please describe the tool or process customers use to negotiate end user license agreement terms or pricing with software vendors.

Please provide third party analyst reports evaluating your Marketplace.

Circle One:

Attached: Yes No

Does your Marketplace integrate with 3rd party procurement systems?

How many products are listed within your Marketplace?

How many customers are actively using your Marketplace?

Other than SaaS, what types of products are available in your Marketplace?

How can your Marketplace help us meet our supplier diversity goals?

Please describe any features your Marketplace offers to streamline the software purchasing process.

Does your Marketplace offer features to enable governance and control of software procurement? If so, please describe the features.

Please describe any features your Marketplace offers to enable financing.

Does your Marketplace include free trial listings?

Please describe the quality assurance process for new listings on your Marketplace.

Does your Marketplace allow for customers to deploy solutions in a restricted government public cloud?

What's the average length of time for a customer to deploy a solution purchased from your Marketplace (from transaction to go-live)? Are professional services usually required to facilitate deployment?

What support, if any, do you offer customers to assist with Marketplace issues or questions?

What support, if any, do you offer vendors to assist with listing their solutions in your Marketplace?

SIGNATURE PAGE

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide an On-Line Marketplace for Cloud and Software Products/Services, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

Representative's Name: _____

Title: _____

Signature: _____

Dated: _____