

## **OFFICE 365**

### **INFORMAL REQUEST FOR PROPOSAL PROJECT 20-51**

#### **FOR THE CITY OF BLOOMINGTON, MINNESOTA**

**DUE DATE: 11:00 AM, MONDAY, NOVEMBER 9, 2020**

The City of Bloomington (the “City”) is seeking written proposals from qualified vendors/companies for Office 365 implementation services throughout the City of Bloomington.

Enclosed is the proposed Scope of Work for this project. Suggestions for improvements to the scope/work plan will be considered without prejudice. Additional documents to this RFP include:

- Sample of the City’s contract
- Statement of Non-Collusion Form
- Acknowledgement of Addendum Form

#### **SUBMITTAL PROCEDURES**

As noted in the Proposal Request, all proposals must be delivered in a sealed envelope to:

Dana Chou, Purchasing Agent  
City of Bloomington, Finance Department  
1800 West Old Shakopee Road  
Bloomington, Minnesota 55431

All written proposals must be submitted no later than the due date above. No late proposals will be accepted. No responses will be accepted via facsimile or email. If proposals are sent by U.S. Mail or other delivery service, it is wholly the responsibility of the Proposer to ensure that the proposal package is properly addressed and physically delivered on time.

The proposal should be titled Office 365. Each proposal must be clearly identified on the outside of an envelope with a description and project number and shall show the name and address of the proposer.

Proposals must be submitted on 8-1/2” x 11” size paper and should be typed. One (1) copy of the proposal and one (1) electronic copy (flash drive with Microsoft Word or Adobe Acrobat format preferred) are required.

A person who is authorized to legally bind the responding vendor must sign the Proposal. The vendor shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP. After the submittal deadline, vendors may not modify, withdraw or cancel their Proposals for a minimum of sixty (60) days following that date.

The City is not responsible for any costs incurred by the responding Vendor in the preparation of the Proposal or for any other cost to the Vendor associated with responding to the RFP. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. This RFP does not obligate the City to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

## **INQUIRIES**

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of proposal or written correspondence.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date. Those inquiries, questions, or clarifications submitted after this date will not be answered. **Do not ask other City personnel questions, as information gathered from other sources may not reflect the City's position or interest and could result in disqualification**

Vendors needing additional submittal, general requirement, or technical information should contact City of Bloomington Purchasing Agent via email: [Purchasing@BloomingtonMN.gov](mailto:Purchasing@BloomingtonMN.gov). All questions must reference the page number, section heading, and paragraph. Please place the title of the RFP in the subject line of the email.

## **ADDENDA**

Interpretations, corrections and changes to the RFP will be made by the City through the use of an addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections and changes.

Any Addenda to this RFP will be issued in writing. No oral statements, explanations, or commitments shall be provided. Contractors must return Confirmation of Receipt of Addenda with their proposals noting receipt of any addendums that may be issued.

All inquiries will be responded to within three (3) business days. An addendum may be issued at any time withdrawing the request for proposals or postponing the proposal due date.

## PROPOSAL SUBMITTAL REQUIREMENTS

Your proposal must include the following information:

- a. A cover letter summarizing the key elements of the proposal. The cover letter should identify the name, title, address, phone number, and email address of the person who will represent the firm in matters regarding the proposal's content.
- b. Describe the services proposed and any analytical tools provided.
- c. Provide references for the three most directly applicable projects/service agreements, with current verified telephone numbers, so that we may contact them and ask about your services.
- d. The proposal shall include a fee schedule, along with an estimate spreadsheet outlining anticipated time and cost covering all tasks defined in the Scope of Work. Prepare an hourly breakdown for each task and a not-to-exceed total cost for proposed services that identifies all reimbursables.
- e. A statement of qualifications and relevant experience in providing Office 365 implementation services.
- f. Statement of Non-Collusion (enclosed).
- g. Acknowledgement of Addendum (enclosed).

[THIS PAGE IS LEFT BLANK INTENTIONALLY]

## PROPOSAL EVALUATION CRITERIA

Proposal(s) will be examined to eliminate those which are clearly non-responsive to the stated requirements. Proposals will be reviewed and a recommendation of award made based on the Proposal most closely meeting the needs outlined in this RFP and providing the best value for the City.

The Evaluation Team will consider the trade-off between proposal price and the other evaluation criteria in determining the proposal which is most advantageous to the City of Bloomington.

<b>Ranking</b>	<b>Evaluation Criteria</b>
1	The <b>quality</b> of the proposal including, without limitation, its completeness in addressing the requirements of this RFP and Scope of Work, the work plan submitted as a part of the proposal, and demonstrated grasp of the work required for this project.
2	The <b>qualifications</b> of the vendor including, without limitation, general qualifications, specialized qualifications and professional competence in areas directly related to this RFP, and successful completion of similar projects.
3	The <b>experience</b> of the vendor on similar projects with the City or with others including, without limitation, any references provided by the Proposer.
4	The <b>price</b> of the proposal. Price will be approximately equal in importance to a combination of all other criteria shown above.

The vendor submitting the selected proposal will be required to sign an agreement with the City of Bloomington based on their proposal. All parties who submit proposals will be notified by e-mail of the City's decision regarding selection.

## DISPOSITION OF RESPONSES

All materials submitted in response to this RFP will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Contractor submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or

damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is executed.

### **CONTRACT TERMS**

The clauses included in the sample contract will be included in the contract between the City and the Contractor that has been chosen to provide the Services described herein and in the Contractors' Proposal. Any exceptions to the contract terms and conditions included in the RFP must be identified in the submitted Proposal.

# Scope of Work

## BACKGROUND

The City is a community of approximately 86,000 people. There are approximately 650 full-time equivalent employees that utilize the Microsoft Office Suite including Outlook and SharePoint.

## CURRENT ENVIRONMENT

The City's Information Technology department maintains and supports the on premise infrastructure to host its Microsoft software applications. The current products include: Microsoft Office 2013, Exchange 2010, and SharePoint 2013. While the City intends to migrate its SharePoint environment at some point in the future, an upgrade is not part of the scope of this RFP. Responses should be limited to Office and Exchange, but should note if there are any significant considerations that may impact a future SharePoint migration.

The current Microsoft Exchange environment includes the following:

- 825 active Exchange users
- Approximately 2TB of Exchange email databases
- Multiple Exchange email databases (approximately 6-8)
- There are no Exchange Public Folders in use

The City utilizes the following solutions:

- Zix email encryption services. Zix is currently installed on premise.
- DUO multi-form factor authentication (MFA) for its remote workers and may be considering a full deployment for all user in the future.
- MobileIron mobile device management (MDM) system.

## RFP OBJECTIVES

- Contract with one (1) Vendor with proven expertise in the area of Office 365 migrations to provide consulting services to meet the City's goals.
- Complete the desired goals within an established budget and timeline.

## GOALS

The City desires to accomplish the following goals through the course of the process:

- Complete a migration to Office 365 for email and office applications within an on premise and cloud hybrid environment.
- Establish procedures and protocols to migrate users from on premise Microsoft Exchange environment to Office 365.

- Integrate Office 365 with Zix email encryption.

## **SCOPE OF SERVICES**

The selected Vendor will be required to furnish a Proposal to meet the objectives outlined in this RFP and the City's goals. The Proposal shall include all related costs whether directly from the proposing Vendor or from another source. The Proposal shall include all costs related to migrating to Office 365.

- **Review of Existing Environment**

The successful vendor will review the following areas to determine overall readiness and if any remediation is required before proceeding.

- Active Directory health (The City completed an active directory health check in August 2020 to ensure readiness for the migration, but it is expected that a cursory review will occur as part of this project.)
- Source email environment
- Email security and filtering including review of Zix environment to determine if a migration to the Cloud-based solution is warranted
- Integrations with email (City to provide list)
- Shared mailboxes
- Accepted email domains and desired Office 365 tenant name
- Additional security concerns and requirements
- Office software version requirements (Currently 2013)
- Existing MFA (DUO)
- Existing ADFS configuration
- Verify valid SSL/UCC certificates
- Internal and external DNS configurations and provider access
- Type and count of Office 365 users licensing

- **Project Plan Based on Current Environment**

The successful vendor will provide a project plan that has been developed to reflect the City's current environment. The plan should identify all mitigations that are the responsibility of the City and ones that may require a change order.

- **Design and Architecture for Office 365**

- Plan the Office 365 Tenant Configuration
- Plan the migration for email, calendars, and contacts
- Plan the migration of the Office suite to current version

- **Implementation Activities**

- Create the Microsoft Office 365 tenant
- Configure Source email environment for migration
- Install and configure one on premise hybrid Exchange server
- Establish pre-migration email synchronization for agreed time period

- Provide solution as built documentation
  - Deploy DMA agent via AD GPO
  - Deploy Multi-Factor Authentication
  - Provide integration with the following systems:
    - Existing Voicemail to email, in the environment ( 1), connection to hosted Cisco Unity Voicemail system
    - Existing Multifunction printers, in the environment (up to 20)
    - Existing other SMTP relays for administrative functions (up to 5)
    - Existing email antivirus/antispam filtering/scanning solution (up to 1)
    - Existing email encryption solution, on premise Zix (up to 1)
    - Existing MDM email, currently configured with native iOS mail app
    - Existing shared address books currently in use by two City departments, deployed with MDM
  - Provide deployment package (msi) of the current version of Office that the City staff can integrate into deployment software (Ivanti LANDESK) including:
    - Considerations for group policy changes
    - Pro and Standard versions
- **Migration Support**
    - Provide training and instruction for City’s IT staff on how to migrate Exchange policies, email, contacts and calendar items.
    - Create, monitor, and manage up to five batch migrations to Office 365 email.
    - Work with City staff to develop Office 365 application deployment package (msi)
    - Provide support for City’s IT staff during and within 30 days after the migration for any issues directly related to migration.

**The Following will be out of scope:**

- SharePoint migration and activities related to planning for a migration except to determine interoperability with Microsoft Office or Exchange
- Public Folders which are not in use
- Migration of data to Microsoft OneDrive
- Implementation of Data Loss Prevention
- Implementation of Email Archiving

**PROJECT DELIVERABLES**

In accordance with the scope described above, the deliverables will include:

- An executed agreement
- Project Plan w/ sample time line and anticipated hours to complete for both vendor and City staff
- Existing Environment Report including clearly defined Mitigation Items



- Implementation Plan
- Implementation of agreed upon Project Plan including Implementation Activities defined above
- Migration Support

## **PROJECT SCHEDULE**

The City has identified the following tentative time table.

October 20<sup>th</sup>, 2020 – Issue RFP

November 9<sup>th</sup>, 2020 – Responses Due

November 13<sup>th</sup>, 2020 – Selection Team Evaluations Completed

Week of November 16<sup>th</sup>, 2020 – Finalist Interviews

December 4<sup>th</sup>, 2020 – Notice of Award

December 16<sup>th</sup>, 2020 – Completed Agreement

December 28<sup>th</sup>, 2020 – Project Start

## Statement of Non-Collusion

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

---

Signed

---

Print Name

---

Title

---

Date

---

Contractor Name

---

Address

---

City / State / Zip Code

---

Telephone and Fax Numbers

---

Email Address

## Confirmation of Receipt of Addenda

Addendum #	Date

I certify this Proposal complies with the specifications and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Company Name	
Address	
City, State	
Zip Code	
Telephone Number	
Fax Number	
E-mail	

Sample Agreement

**SERVICES AGREEMENT**

**INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”) by and between **INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD**, a **choose type of business from drop down** located at **enter Contractor’s registered business address** (“Contractor”), and the **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, *Minnesota* 55431-3027 (“City”):

**RECITALS**

- A. Contractor is engaged in the business of providing **enter type of services the Contractor will provide** services.
- B. The City desires to secure a contract to provide **enter specific services the City wants the Contractor to provide**.
- C. Contractor represents that it has the expertise and capabilities to provide the City with the requested services.
- D. City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed in this Agreement, the City and Contractor agree as follows:

**AGREEMENT**

- 1. **Services to be Provided.** Contractor agrees to provide the City with **enter type of services the Contractor will provide – same as A. above** services as described in Contractor’s Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between the City and Contractor (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
- 2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of **enter completion date of contract** or completion of the project unless terminated by the City or amended pursuant to the Agreement.

3. **Consideration.** The consideration, which City shall pay to Contractor and shall not exceed **\$enter total \$ amount of contract.00**, for both the Services performed by Contractor and the expenses incurred by Contractor in performing the Services, shall be as set forth in Exhibit A and incorporated into this Agreement. City shall make progress payments, based on monthly invoices from Contractor. City's payment shall be made within 30 days after Contractor's statement. Contractor's statement shall contain a detailed list of project labor and hours, rates, titles, and amounts undertaken by the Contractor during that billing period.
4. **Expense Reimbursement.** The Contractor will not be compensated separately for necessary incidental expenses. All expenses of the Contractor shall be built into the Contractor's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.
5. **Approvals.** The Contractor will secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Services. The City's approval may be provided via electronic mail.
6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
  - b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
  - c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
  - d. City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.In the event of a termination, City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.
7. **Amendments.** No amendments may be made to this Agreement except in writing signed by both parties.
8. **Remedies.** In the event of a termination of this Agreement by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to the City for breach of this Agreement by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.
9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, that are relevant to the contract or transaction, are subject to examination by

the City and the state auditor or legislative auditor for a minimum of six years. The Contractor shall maintain such records for a minimum of six years after final payment.

10. **Indemnification.** To the fullest extent permitted by law, the Contractor, and the Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
11. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved Project can be performed, Contractor shall maintain at a minimum: Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181; Auto Liability in an amount not less than \$1,000,000.00 per occurrence; and Commercial General Liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage. To meet the Commercial General Liability and Auto Liability requirements, the Contractor may use a combination of Excess and Umbrella coverage. The Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Bloomington is named as an additional insured with respect to the commercial general liability, automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days' written notice is provided to the City, or ten (10) days' written notice in the case of non-payment.
12. **Subcontracting.** Neither the City nor the Contractor shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services required by this Agreement. Any instrument in violation of this provision is null and void.

13. **Assignment.** Neither City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.
14. **Independent Contractor.** Contractor shall be deemed an independent contractor. Contractor's duties will be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Contractor. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided in this Agreement. All services provided by the Contractor pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
15. **Compliance with Laws.** Contractor shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the applicable services detailed in Exhibit A or any supplemental letter agreement. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.
16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Contractor, and supersedes any other written or oral agreements between the City and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims

arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

19. **Conflict of Interest.** The Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide the requested services.
20. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by the Contractor. Regardless of when such information was provided, the Contractor agrees that it will not disclose for any purpose any information the Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.
21. **Agreement Not Exclusive.** The City retains the right to hire other **enter type of services the Contractor will provide – same as A. above** service providers for other matters, in the City’s sole discretion.
22. **Data Practices Act Compliance.** Any and all data provided to the Contractor, received from the Contractor, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of the Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
23. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Contractor shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. Contractor



agrees to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.

24. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is **enter City's department contact for this contract**, the **enter title of City contact** of the City, or designee. The Contractor's authorized agent for purposes of administration of this contract is **enter Contractor's contact name**, who shall perform or supervise the performance of all Services.

25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: **enter Contractor's contact info and name**;

City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431,  
Attn: **enter City's contact name; fill in City contact email address** ; 952-563-**fill in phone number**;

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

29. **Payment of Subcontractors.** Contractor agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime

contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

30. **Publicity.** City and Contractor shall develop language to use when discussing the Services. Contractor agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Contractor must not use the City's logo or state that the City endorses its services without the City's advanced written approval.
31. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
32. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as described in this Agreement, personally.
33. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.
34. **Recitals.** City and the Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[The balance of this page left blank intentionally.]

**IN WITNESS WHEREOF**, the City and the Contractor have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**CITY OF BLOOMINGTON,  
MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
James D. Verbrugge  
Its: City Manager

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
Melissa J. Manderschied

**INSERT CONTRACTOR LEGAL  
NAME – ALL CAPS/BOLD**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A TO AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON, MINNESOTA AND **INSERT CONTRACTOR'S LEGAL  
NAME -ALL CAPS/BOLD**

SCOPE OF SERVICES

**IN WITNESS WHEREOF**, the City and the Contractor have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**CITY OF BLOOMINGTON,  
MINNESOTA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its:

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
Melissa J. Manderschied

**CONTRACTOR**

**[CONTRACTOR'S FULL NAME - ALL  
CAPS/BOLD]**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A TO AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON, MINNESOTA AND [INSERT FULL NAME OF  
CONTRACTOR]

SCOPE OF SERVICES