

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6141

Facilities Management Software

FOR

WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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WASHTENAW COUNTY

Finance Department

Purchasing Division

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REQUEST FOR PROPOSAL # 6141

June 21, 2004

The Washtenaw County Purchasing Division, on behalf of the Washtenaw County Facilities Management Department, hereby issues a sealed Request for Proposal ("RFP") to select a Facilities Management Software Company ("FMSC," "Consultant," or "Contractor") to implement, coordinate and train staff on an all inclusive FM software package.

Sealed Proposals: Vendor will deliver one (1) original, signed Proposal and seven (7) copies, clearly marked as such, to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI. 48107**

by 2:00 p.m. on TUESDAY, July 6, 2004

This submission shall include the entire Request for Proposal document, requested attachments, and any amendments if issued.

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or clearly label the envelope "**SEALED RFP #6141**".
- Please direct purchasing and procedural questions regarding this RFP to Mr. Robert G. Devault C.P.M. at **(734) 222-6760**.
- Please direct technical questions regarding this RFP to Mr. D. Matthew Higgins at **(734) 222-3794**.

Thank you for your interest.

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1.0 OVERVIEW

- 1.1 Washtenaw County’s on demand maintenance and preventative maintenance (PM) program** requires the ability to gather, organize, and plan for maintenance in a manner that creates an accurate history of the work done, repair costs, lifespan calculations, and identifies operational costs. This portion of the project shall be termed as “Building Operations”
- 1.2 The current county environment calls for many physical moves involving furniture, staff, and equipment.** Accurate and up to date floor plans and prints are required showing staff locations and the ability to update this data when moves do occur. An additional component of this “Move Management” will be the scheduling of labor and equipment to accomplish these moves.
- 1.3 Strategic Planning requires accurate information on building usage and tenant information** as well as imbedded information on a space such as maintenance, PM, Move, and energy costs and the ability to generate reports to cost the information in the right category or department. This component will be known as “Space Planning”.
- 1.4 Objectives of the FM Software Project will include:**
All data combined and cross referenced based on building footprints, office space and departmental costing.

Data will be available to field staff via a “web-based” link.

Increase in efficiency, effectiveness, and quality.

1.5 Description of Current Systems

Facilities Record Drawings

Facilities currently has about 10% of building floor plans in AutoCAD drawing electronic format. The balance are manual (pencil) drawings. We currently maintain approximately 26 buildings with approximately 750,000 sq. feet.

Maintenance Management/Preventative Maintenance

We are currently using a work order system named Perfect Tracker. This system processes about 1000 facilities work orders a month. We currently have an annual growth of approximately 100 work orders a month. We currently maintain a 2 years active history of work orders, with a total back log of approximately 200 work orders. The Work order table contains approximately 12 fields for data and information. The current data in the legacy work order system and the preventative maintenance system (TMA) will need to be merged into the new Maintenance Management module.

1.6 Network

Washtenaw County operates across several inter-networked sites. The primary site, which houses the data center and part of facilities systems, is located in Ann Arbor. Washtenaw County’s networking infrastructure provides fully switched 10/100 Ethernet connections to most desktops within the primary site LAN. Smaller sites may have 10Mb shared connections to local LAN. TCP/IP is the routed protocol. Connection between primary and secondary sites are accomplished via a single T1

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(1.44Mbps)for most smaller sites, and via T3 or ATM/Sonet ring to larger sites. Internet service is currently provided via one T3 line.

Washtenaw County's Network Services staff currently support the following server operating systems:

- Windows 2000 Server
- Red Hat Linux

Enterprise network backups are facilitated using EMC and Legato enterprise backup solutions over fiber and 1400 MB Ethernet connections located in the data center. This infrastructure also services backups for the entire enterprise. Washtenaw County utilizes Microsoft Active Directory as its primary network account database. Most departmental laser printers are networked HP series printers (.e.g 5000, 4000, 1200). Print services are provided via a Microsoft Windows 2000 print server. Most of Washtenaw County's Web application services are facilitated with Apache/Tomcat running on Linux, although we do provide support for Microsoft's Internet Information Server. Washtenaw County employs EMC solutions for disk storage.

1.7 Applications

The successful vendor will implement a CAFM System with batch data exchange interfaces with the following applications:

- PeopleSoft (JD Edwards)

1.8 Acquisition Objectives and Goals

Objectives of the implementation are:

- Develop an implementation plan that allows for ongoing work during the implementation and conversion process.
- Migrate the internal functionality of the existing systems into the new system.
- Develop a plan to manage future software/hardware upgrades.

2.0 REQUEST FOR PROPOSAL (RFP)

2.1 Responses to this RFP should illustrate FMSCs' ability to conduct the elements described in Section 1.1, 1.2, 1.3 above and meet the goals described in Section 1.4 above. **This RFP will not engage in cost considerations** other than (1) as part of a representative case-study portfolio that would enable understanding of comparable projects' financing strategies, and/or (2) to describe any up-front or FMSC-specific costs for which the County would be liable – for instance, the projected of prepping AutoCad drawings for buildings to be included in the project.

2.2 **Proposals will be evaluated by a panel of reviewers**, including but not limited to Washtenaw County staff. Evaluations will be based on criteria developed in advance and submitted in a sealed package to the Purchasing Division previous to

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the bid opening.¹ In the interest of fairness and objectivity, criteria will *not* be made available previous to proposal evaluations. This portion will be referred to as Phase 1.

2.3 Following the proposal evaluations, all submitting FMSCs will be contacted to apprise them of their status. If several viable candidates surface as a result of the evaluation, and further scrutiny is required to select the final Contractor, interviews for up to a maximum of five (5) FMSCs will be scheduled. This portion of the Facilities Management software will be known as “Phase II.” Phase II is optional and will occur solely at the County’s discretion.

2.4 Schedule of Events. The County anticipates the following timeline for Phases I and II of the Energy Efficiency Project:

- Release of RFP June 21st, 2004
- Proposals Due from FMSCs July 6th, 2004
- Proposals Evaluated by Review Panel (*Phase I*) July 20th – July 30th, 2004
- FMSC Notification July 31st, 2004
- FMSC Interviews (*Phase II; Optional*) July 31st – August 10th, 2004
- Final FMSC Selection and Notification August 10th, 2004

Timelines for further Phases will be developed following the completion of Phases I and II. *This is a tentative schedule and dates are subject to change.*

3.0 SERVICES REQUESTED

3.1 For the Building Operations portion of this project Washtenaw County is interested in having the FMSC design, modify, or otherwise create and implement a software package that will allow the tracking of on demand work requests and preventative maintenance needs. This will need to be tied to the equipment database as well as have the ability to update the appropriate floor plans and/or mechanical AutoCad based prints.

3.2 The additional portions, (Move Management and Space Planning) will also need to be married to the Building Operations and the appropriate data and AutoCad prints and plans.

3.3 The FMSC will also be required to implement a “web-based” access. This access will allow specified users to access different levels based on a password hierarchy. This web-based access will allow the ability to operate in the Building Operations, Move Management, and Space Planning subject areas.

¹ Evaluation criteria will include, but are not limited to: completeness and quality of response; ability to provide local software installation and local support; overall methodology; project management approach; experience (with particular emphasis prior completion of projects in Michigan)

3.4 General System Requirements

The system must provide integration of all types of data: drawings, database tables, spreadsheet calculations, business charts, and graphs. The system must be able to link database data with AutoCAD drawing(s) and be able to display the drawing and the linked table data that will allow the user to select a line in the table and see the selected object on the drawing and select an object on the drawing and see the related database record. The system must have an integrated flexible report generator that allows the user to modify the look, feel and data for a report. Reports generated from linked drawing information, must be capable of displaying all results on the workstation and produce reports that are printable and viewable on the web. The system may be comprised of core modules, and / or third party add-ons, except where specifically disallowed by another specific requirement.

Functions and Features

Ref #	Function/Feature
3.4.1	System must use Microsoft SQL Server or Oracle
3.4.2	System must run on Microsoft Windows 2000 or 2003 Server and Windows XP professional operating system with a minimum of 512MB RAM.
3.4.3	System must provide integration of all types of data: drawings, database tables, spreadsheet calculations, business charts, bar code fonts, and graphs. Data from all system modules must be integrated with all other system modules.
3.4.4	The system should have bi-directional drawing compatibility with AutoCAD ". ie. The system should be capable of using and producing AutoCAD ".DWG" native file format drawings (no conversions), without using AutoCAD software. Any drawings created or modified with the system drawing tools, must be compatible with AutoCAD 2000 software.
3.4.5	The system must be able to link database data with AutoCAD drawing(s) and be able to display the drawing and the linked table data that will allow the user to select a line in the table and see the selected object on the drawing and select an object on the drawing and see the related database record.
3.4.6	The system must accept bar code values and display in bar code font when included in a report.
3.4.7	System must have a web interface that allows registered users to input or receive data from the internet or intranet for all Modules. Additional specific security requirements may be required for some modules.
3.4.8	The system must have a method for view only users to access and view data and generate and print reports. The system should provide AD Hoc query capability accessing all tables in the database from the web. The System must have output to excel and pdf from every web form/report. Clients must be able to save reports to favorites from the web.
3.4.9	The system must use an open database architecture and program code that is accessible and modifiable by the CLIENT without additional system or consulting costs.
3.4.10	Integration of future revisions to the system software should not affect existing user customizations.
3.4.11	Training for base system and all system modules must be provided on site.

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3.4.12	Provide additional information on any advanced application programming interface features.
3.4.13	System must have an integrated flexible report generator that allows the user to modify the look, feel and data for a report. Reports generated from linked drawing information, must be capable of displaying all results on the workstation and produce reports that are printable and viewable on the web.

3.5 Application Security

Functions and features that provide for multiple levels of application security by user defined and maintained groups and allow for confidentiality of information when required.

Ref #	Function/Feature
3.5.1	The system must provide user defined and maintained application security, including security for application modules, as well as access levels such as read-only, end-user, and system administrator.
3.5.2	Provide detailed description of security set up.
3.5.3	Provide detailed description of the integration of application security features with operating system.

3.6 Space Management

The system must provide a method of inventorying existing space by site, building, floor, room number, area, room type, room category, room assignment and room use. The alphanumeric data associated with a room in the space inventory must be dynamically associated with the drawing and each record linked to a room or area on the drawing. The system must be capable of generating reports on space utilization by any of the characteristics of a room or area. The system must be capable of tracking space by assignment and determining the organizations costs for the space it occupies for charge back and budgeting purposes.

Ref #	Function/Feature
3.6.1	Maintain Space inventory by site, building, floor, room number, area, room type, room category, room assignment and room use including a bi-directional link to AutoCAD floor plan drawings. The alphanumeric data associated with a room in the space inventory must be dynamically associated with the drawing and each record linked to a room or area on the drawing.
3.6.2	The system must be capable of tracking space by assignment and determining the organizations costs, such as cost per employee, etc., for the space it occupies for charge back and budgeting purposes. Chargeback algorithms must be user configurable.
3.6.3	The system must be capable of generating reports on space utilization by any of the characteristics of a room or area.
3.6.4	The system must include a web-based space survey mechanism for departmental validation of occupied space
3.6.5	The system must include a web-based move management tool capable of single user through departmental moves, equipment only moves, web-based move requests, move participant email notifications, and self-service move reports.
3.6.5	The system must provide web-based space occupancy and vacancy reports by any selected location and by any selected department.

3.7 Maintenance Management

The system must be able to manage day to day building maintenance operations. It must have the ability to accept and track work requests via the web. Users must be able to create and edit work orders, assign staff, schedule current and future work, track current activity or status, and automatically schedule preventive maintenance work. The system must have strong reporting capabilities, track work by shop, work order type, mechanic, buildings, trade, labor, maintenance performed and generate management reports to measure effectiveness of maintenance operations. The system must be able to generate charge back data and export that data to other campus computer systems.

Ref #	Function/Feature
3.7.1	Ability to create and track ad hoc repair requests from the general community via the web.
3.7.2	Ability to track and charge back labor and materials for a work order and export that data to other campus computer systems
3.7.3	Ability to charge back labor at different rates depending on work order type
3.7.4	Ability to assign staff to more than one shop and charge back labor at that shops rate
3.7.5	Ability to track maintenance issues, such as date of last painting, projected roof replacement date, appliance maintenance dates, etc.
3.7.6	Ability to create on-going (standing, open) maintenance work orders, like parking lot cleaning, mowing lawns, etc.
3.7.6	Ability to assign priorities for work orders
3.7.8	Ability to charge multiple accounts for a single work order
3.7.9	Ability to create automatic preventive maintenance work orders based on equipment maintenance schedules
3.7.10	System must maintain history of all work orders, and support querying by room, keyword, time period, status, requestor, or any other data element.
3.7.11	Ability to track ad hoc requests such as clogged toilets, broken windows, broken appliances, etc.
3.7.12	System must support user definable work order type categories such as Electrical, Heaters, Plumbing, Vandalism, etc.
3.7.13	Ability to interface with handheld PDA, e. g. ability to down load work orders to a PDA with the ability for the mechanic to enter data, such as notes about the job, materials required, status changes, time and materials used, etc, directly into the Work Order, then upload the data from the PDA to the CAFM system.
3.7.14	System must have ad hoc reporting capabilities to track work by shop, work order type, mechanic, buildings, lost time, labor, trade, and generate management reports to measure effectiveness of maintenance operations.
3.7.15	With appropriate permission level, users must be able to create and edit work orders, assign staff, schedule current and future work, track current activity or status, and schedule preventive maintenance work.

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3.8 Additional Functionality

The new system should be expandable to incorporate additional facilities functions in the future.

Ref #	Function/Feature
3.8.1	Telecommunications and cable management
3.8.2	Fleet management
3.8.3	Room scheduling
3.8.4	Lease management

4.0 SYSTEM TECHNICAL REQUIREMENTS AND CAPABILITIES

4.1 Statistical Information for Sizing the System -Existing System Statistics

This section includes statistics that describe system activity. These are included to assist vendors with appropriate system sizing.

SYSTEM SIZING REQUIREMENTS
Support up to 30 concurrent system users and / or simultaneous system processes plus up to 20 concurrent web users.
Maintain records for approximately 50,000 work orders with anticipated annual growth of 10,000 records
Create and maintain approximately 10,000 rooms, buildings, locations etc...(currently have over 3500 rooms)

4.2 System Infrastructure Technical Requirements

Vendors are asked to address each requirement in this section and state whether the proposed system software will meet the Department's needs, and explain.

Ref #	Function/Feature
4.2.1	Server Operating System must be Microsoft Windows 2000 Server or Windows 2003 Server.
4.2.2	Application Database Platform must be Microsoft SQL or Oracle – state versions supported
4.2.3	System must support up to 30 concurrent, interactive users, with multiple processes in a networked environment and up to 20 concurrent WEB users. Specify the type(s) of licensing required to support up to 30 concurrent users and up to 200 web users.
4.2.2	System must provide tools / utilities for ease in interface with other systems including import/export of ASCII files.
4.2.5	The system must operate through workstations located on Washtenaw County's Ethernet network using TCP/IP protocols.
4.2.6	Does the proposed system allow configuration and use of a second server with application and database installed to allow testing and training on software updates and changes without interruption to the production CAFM System. Specify any special license requirements needed to meet this requirement.

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4.2.7	System must support both direct printing from workstations and network printing (print spooling facilities) to free workstations for other tasks.
4.2.8	The workstation / clients must run on Windows XP Pro with a minimum configuration of 512 MB memory.
4.2.9	Describe the proposed system strategy to backup and restore files.
4.2.10	The system must have the ability to archive and/or purge old data based on user-defined criteria.
4.2.11	Must have the ability to time-out inactive users, e.g. automatically disconnect any users who are logged in but have not used the system for a given amount of time.
4.2.12	Standard Windows Interface for non-web based modules that includes: Easy to use with tips and on-line help at every level and for every screen Offer pull-down menus to list choices in fields, where applicable Use a toolbar with icons for easy selection of most commonly used functions and features Must have ability to open/close/enlarge/reduce screens, etc. Related screens (e.g. client information, conference information) should be accessed from one to another with just a mouse click.

4.3 System Security Technical Requirements

Vendors are asked to address each requirement in this section and state whether the proposed computer hardware/system software will meet CLIENT's needs, and if so, how.

Ref #	Function/Feature
4.3.2	Security is assigned to groups (sales, query, administrator, etc.) with varying levels of data access.
4.3.3	The system must maintain an auditable log of all changes, deletions, and additions to the security table. Provide details.
4.3.4	Security violations must be logged in a security error log.
4.3.3	Security system allows for user to have a unique ID and password, rather than a departmental group ID
4.3.6	Allows for Facilities Services to define its own security and confidentiality rules.

4.4 Application Integrations

Vendors are to describe process for their application integration with currently used standard third party productivity tool applications, e.g. Office 2000 Pro, Acrobat.

Ref #	Application
4.4.1	Output all web reports to Excel or PDF without customization.
4.4.2	The system's data schema must be SQL compliant, coherent and uncomplicated. Describe your data schema and provide a sample data dictionary for buildings, floors, rooms and employees.
4.4.3	Ability to produce ad hoc reports in client server and web mode.
4.4.4	Describe typical data exchange with HR systems for synchronizing employee data.

4.5 Hardware Configuration Recommendation

Vendors are asked to recommend configurations for both desktop computer and server hardware required for a successful implementation.

Hardware proposals should support a minimum of 15 and up to 30 system users plus up to 200 web users.

Each vendor is responsible for determining the resources needed by Facilities Services relying heavily on present installations of the proposed system at comparably sized organizations with comparable functions and features.

4.6 Servers

Describe the recommended hardware configuration for the server(s) to run the base system and, if necessary, each subsystem. Please be specific as to the quantity and hardware specifications:

- a. Memory
- b. Processor(s)
- c. Network Adapters
- d. Disk Architecture

4.7 Disk Storage

Specify the server's disk storage requirements for the initial and projected volume of transactions, recommended interfaces (e.g., network share; SAN).

4.8 Facilities Services Workstations

PC workstations connected to the network will typically be the devices used with the Facilities Services CAFM System. Provide the minimum and recommended PC workstation configurations (CPU, RAM, disk size, etc.) for use with the Facilities Services CAFM System.

4.9 Operating System

Facilities Services requires a system that conforms to the following standard:

<u>Server</u>	<u>Client</u>
Microsoft Windows SVR 2000/2003	Microsoft Windows XP Pro

For all components of the proposed system software, provide the following information.

- Operating System
- Software name
- Release number (version)
- Release date (date version released)
- Language written in
- First availability date

5.0 APPLICATION FLEXIBILITY AND ENHANCEMENT OPTIONS

Describe the types of expansion and enhancement options provided by the design of your system, e.g. adding forms and fields, changing table values.

Describe the system architecture of the proposed system, e.g. use of table-driven options and use of new software technologies) that maximize customization and system maintenance productivity.

Describe the flexibility with which your application will provide edits on data fields such as:

- a. Numeric fields
- b. Date fields
- c. Range edits
- d. Department table, etc.
- e. Using list boxes
- f. Other business rules editing.

The application should have the ability to change the editing values (tables) on-line without program coding changes and recompilation. Describe your application in this regard.

Describe the following tools in detail:

- a. Ad hoc report writing via the web and client server.
- b. Generates user-defined formatted output.
- c. Searches on multiple selection criteria and keys.
- d. Sort capabilities on multiple descending or ascending keys.
- e. Generation of statistical information files.

Describe the process a user would go through to:

- a. Add a data element to the database
- b. Add new objects to the database
- c. Add new screens
- d. Change the field length of an existing data element

Are upgrades included as part of your service agreement?

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6.0 PROCUREMENT PROCESS/BASIS OF AWARD

The procurement process for the Facilities Management Software may proceed in four phases:

6.1 Phase I: Qualification of Facilities Management Software Companies/Consultants.

Interested FMSC responding to this RFP with a Proposal must complete Attachment A – Facilities Management Software Consultant Qualification. As stated in Section 5.0, Washtenaw County will evaluate submittals and choose the most highly qualified FMSC(s) to be invited to participate in Phase II.

6.2 Phase II: Presentations and Interviews

Washtenaw County may invite the FMSCs chosen as a result of the Phase I Proposal evaluations to deliver a presentation on the materials submitted during Phase I, followed by an oral interview conducted by the evaluation panel. This Phase is optional and dependent upon the quality and quantity of responses received as a result of Phase I.

6.3 Phase III: Selection of FMSC

Washtenaw County will select the FMSC determined to be in the County's best interest. Washtenaw County and the selected FMSC will define the criteria and scope of the Facilities Management Software Project and issue authority for FMSC to proceed to Phase IV. Concurrent with this process, Terms and Conditions will be negotiated for the Implementation Contract, including a firm timeline for completion of the various milestones and deliverables.

6.4 Phase IV: Pricing and Estimated Costs

The FMSC will inspect the quality and quantity of the information related to this project and submits an estimate of required services to:

1. Import existing data from an abandoned software package.
2. Manipulate AutoCad files to work within the system.
3. Installation into the county computer system(s).
4. Training for supervisors and managers.

6.5 Phase VI: Implementation

The selected FMSC will be responsible for the implementation, creating, and commissioning of all approved tasks as defined by the FMSC evaluation committee.

7.0 PHASE 1 PROPOSAL FORMAT AND CONTENT

7.1 Washtenaw County, at its sole discretion, may choose not to award a contract.

7.2 Provide concise but complete responses to all of the questions in Attachment A. Answer on 8.5 x 11" sheets. Number and title each answer and answer questions in the order given. Submit one original and seven (7) copies of the Proposal document to the address listed on the cover page of this RFP.

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7.3 Enter the name of the company and the individual principally responsible for preparing the response on the cover of the reply to Section 5.5, and return it as part of the submittal.

7.4 Product literature and information, other than responses to questions in Section 5.5 *is appropriate* for inclusion in the Proposal.

7.5 The following topics must be covered in the Proposal.

- (a) Management Plan. Describe your company's organization and project management approach. Include information on key personnel who will interact with Washtenaw County staff through the project, and what percentage of their time will be allocated to the Washtenaw County project. Describe the way tasks and accountabilities will be assigned, and who will be responsible for project tracking. Describe the elements and priorities that will influence project scheduling.
- (b) Facilities Management Software Consulting. Describe the range of software consultation ability and background – include examples of clients and projects.
- (c) Experience. Give a brief overview of your company's history in regard to Facilities Management Support Software creating and implementation. Provide a précis (two-page maximum) on four (4) projects including the information listed below. Provide a more detailed description (no maximum page limit) of four (4) additional projects that you have been completed in the State of Michigan. Additionally, please describe one (1) project that *did not go as planned, and had relatively unfavorable outcomes*, at least temporarily. What went wrong? How did you respond? Was the project salvaged? What was the final outcome? Provide contact information a reference involved in each project.² Include all this information in your response to Attachment A – Facilities Management Software Company Qualification.

- (1) Project Scope
- (2) Location
- (3) Total Project Cost
- (4) Type of Contract
- (5) Customer Satisfaction / Cost Savings (if appl.)
- (6) Total Project Duration
- (7) Measures of Success

² References must include a contact name, phone number and/or email address, and brief description of the referenced party's involvement with the project.

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10. PROPOSAL TERMS

- A. Bidder(s) may bid on one or all of the training and development services which are the subject of this RFP. The County reserves the right to award the bid to a single contractor or a combination of contractors whichever is in the County's best interest.
- B. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal. The County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- C. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.
- G. Proposals must be structured in the following framework on computer type (8.5 x 11") pages, double-spaced, 12 point or larger. If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.
- H. **To be considered, the original proposal and seven (7) copies must be at the Washtenaw County Purchasing Office on or before the date and time specified.**

11. CONTRACTOR INFORMATION

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A. Provide a one page **Program Abstract** of the proposal, highlighting key elements regarding services proposed, implementation plans and organizational capability.

(Attach as Addendum A)

- B. Please provide the information requested by Attachment A, pages 10-14.

(Attach as Addendum B)

- C. Please provide the information requested by Section 5.5.

(Attach as Addendum C)

- D. Review **Proposal Terms**, page 16, and concur that these provisions will be met.

(Attach as Addendum D)

- E. Review **Contract Provisions** (pages 18-22) and concur that these provisions will be met.

(Attach as Addendum E)

- H. Provide **Signature Page** (Attachment B, page 23) completed and signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

(Attach as Addendum F)

12. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SAMPLE ONLY– To be completed by vendors once selected by Washtenaw County

SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 2004, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan (“County”) and (**Name of Consultant**) located at (**Address**) (“Consultant”).

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (**SPELL OUT SCOPE OF SERVICE**)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (**SPELL OUT DOLLAR AMOUNT**).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to (**CONTRACT ADMINISTRATOR**) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract will begin on (**DATE**) and end on (**DATE**).

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office 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 County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant 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.

ARTICLE IX- INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer;

recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.42 per hour with benefits or \$11.06 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2004 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTACHMENT A

FACILITIES MANAGEMENT COMPANY QUALIFICATION FORMAT

Please provide answers to all questions listed in Section 5.0. Answer on 8 1/2" x 11" sheets. Do not provide additional information, except where requested. Do not provide product literature.

Enter name of company and person principally responsible for preparing the proposal as a cover sheet. If different individuals or companies were responsible for answers to be specific question, please indicate in the answer to that question.

ATTACHMENT B

SIGNATURE PAGE

Signature	Company Name
Print Name	Company Address
Title	City State Zip
Telephone #	Fax #
Email Address	
Federal Tax ID #	<i>CHECK ONE</i> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.