REQUEST FOR PROPOSAL

#6722

Juniper Ringmaster Wireless Infrastructure and Access Point Management System

FOR

Washtenaw County Information Technology

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768

Proposal Submitted by:

_____

Please type Bidder's Company Name & **include as proposal cover**

WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6722

April 12, 2013

Washtenaw County Purchasing Division on behalf of Washtenaw County Information Technology is issuing a sealed RFP #6722 acquisition to solicit proposals from qualified vendors to acquire the Juniper Ring Master Wireless Infrastructure and Access Point Management system

Sealed Proposals: Vendor will deliver one (1) unbound original and three (3) bound copies **each with the pricing page flagged** to the County location specified below. In addition, vendor will deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room
Ann Arbor, MI 48104

May 29, 2013 at 4:00 pm EST

Bidders will have until April 22, 2013 to submit questions pertaining to this bid. Answers to all questions will be posted to website by April 30, 2013

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

- The envelope must be clearly marked **"SEALED RFP 6722".**
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org
- Please direct technical questions regarding this RFP to Robert Deering **via e-mail only** at deeringr@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

"Bidder"	An individual or business submitting a bid to Washtenaw County
"Contractor/Vendor"	One who contracts to perform services in accordance with a contract
"County"	Washtenaw County in Michigan
"IT"	Washtenaw County Information Technology

A. Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to acquire the Juniper RingMaster Wireless Infrastructure and Access Point Management system. In addition to the applicable wireless network hardware and software, any proposed solution needs to have as options, the maintenance, technical support and training necessary to allow the county to fully utilize the wireless network hardware and software purchased.

B. Project Background

While Washtenaw County recognizes that utilization of proprietary methods and protocols provides a competitive advantage. Washtenaw County Enterprise network solution is Juniper EX series. Washtenaw County will give preference to those vendors whose products support Juniper O/S operating system and also supports recognized industry standard methods and protocols.

Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in ***current production*** as of the date of the award. ***For purposes of this RFP and any resulting contract "current production" shall mean that the equipment model is being manufactured as new equipment for the United States market.***

Refurbished equipment is not acceptable.

All equipment ordered as stated in the RFP must be shipped fully configured with the required memory, components, and selected or specified operating system.

Washtenaw County requires a managed environment and a guaranteed minimum product lifecycle of 10 months or longer:

1. Products that cannot meet the 10-month minimum lifecycle replacement must be clearly noted in the published product description

2. Optional components which are add-on items at the time of purchase (e.g., additional hard drives) are exempt from the 10-month minimum lifecycle requirement

3. Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, Washtenaw County must be notified in writing, **before** the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).

1. Specifications

Vendor solutions will be scored in part against the following requirements. Please address each of these separately. Please describe your support for the following:

1. Access point radio configuration including the use of dual concurrent, dual-b and 802.11a/n and 802.11b/g/n connectivity with full MIMO operation for 802.11n.

2. Wireless signal continuous interference monitoring and mitigation.

3. Access points powered via industry standard PoE (802.3af / 802.3at).

4. WiFi Alliance or equivalent certification for WLAN interoperability.

5. Access Point support of plug and play installation.

6. Support of centrally-deployed configurations and upgrades.

7. Access Points which simultaneously support tunneled traffic and bridged traffic at the AP.

8. Wireless security and critical services that continue to function if connectivity to the controller is lost.

9. Access Points support for WDS for both backhaul and to service clients.

10. Access Points that support an 802.1x supplicant.

11. Secure, central configuration and monitoring of Access Points.

12. The latest secure authentication and encryption standards. Please provide a list of supported standards in this area.
13. A customizable, centralized Controller.

14. RF Management that supports automatic channel selection and transmit power controls
.
15. Automatic reconfiguration of surrounding Access Points to provide coverage in the event of an AP failure.

16. Support session availability option for the wireless controller.

17. Controller redundancy with sufficient emergency capacity to manage all Access Points when a failure occurs in the primary controller.

18. QoS throughout the entire solution.

19. Support fast, secure roaming and handover.

20. Support multiple SSIDs.

21. Support location-based services application support, providing an API to integrate location and presence capabilities with third-party applications.

22. Support GUI-based management.

23. Support assignment of client policies without requiring segmentation.
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II. TERMS

A. 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 CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract 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 contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.

B. 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.

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

successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of two year(s), with an option to renew an additional one year, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. The County may ask select vendors to provide in-person presentations as part of its proposal evaluation. However, the County reserves the right to select a winning proposal without holding vendor presentations.

III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Attach as Addendum A)

B. Staff performing the services on-site must be factory certified. A copy of the certificate must be included in the proposal.

(Attach as Addendum B)

C. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Attach as Addendum C)

D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum D)

IV. AWARD

Award will be made to the lowest cost responsive, responsible bidder, with most relevant experience and best qualifications. However, the award may not be based solely on low bid alone. As part of its bid evaluation process, the County may require vendors to be available for an in-person proposal presentation.

Certification of Independent Price Determination
By submitting a proposal, the vendor certifies, and in the case of a joint proposal, to its
own firm, that in connection with this proposal:

1. The proposal has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition, and;

2. Unless otherwise required by law, the offer cited in this proposal has not been and will not be knowingly disclosed by the vendor prior to opening directly or indirectly to any other vendor; and

3. No attempt has been made nor will be made by the vendor to induce another person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signatory Authority
Each person signing this proposal certifies that:

1. The signer is the person in the vendor's firm responsible for the decision to offer the proposal; or

2. The signer is not the person in the vendor's firm responsible within that firm for the decision to offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions.

RFP Development Process

1. Schedule of Events
The following schedule lists meetings and deadlines related to this Request for Proposal (RFP) on the Juniper RingMaster Wireless Infrastructure and Management System. Deadline dates are as indicated unless otherwise changed by Washtenaw County. In the event that Washtenaw County finds it necessary to change any of the dates or activities listed in this calendar, it will do so by issuing a written statement or an amendment to the RFP to prospective Providers.

RFP to prospective Providers. Event Target Completion	**Date**	**Time**
1. Formal issuance of RFP	**April 12, 2013**	
2. Last day for submitting inquiries about RFP by Email	**April 22, 2013**	
3. Email delivery to Prospective Providers of answers and amendment(s) to RFP	**April 30, 2013**	
4. Proposals due from Prospective Providers	**May 30, 2013**	**4:00PM EST**
5. Selection and announcement of Solution and Provider	**June 7, 2013**	

O. Selection of Finalist

Washtenaw County will select and notify the finalists on **June 7, 2013**. Only finalist will be invited to participate in the subsequent steps of the procurement.

BID #6722 Juniper Ringmaster Wireless Infastructure- AP Management

V. SCOPE OF WORK

A. Equipment- Must be quoted per unit pricing

Juniper Product Code	Description	Quantity	Per Unit
WLA522-US	AP with dual radios 802.11a/b/g/n 2x2 MIMO (2SS), single 1000Base-T 802.3af PoE Ethernet port, 4 internal antennas. Not rated for plenum use. Ceiling/Wall mount bracket included. Required for operation Win USA.	30	
WLA532-US	AP with dual radios 802.11a/b/g/n 3x3 MIMO (3SS), single 1000Base-T 802.3af PoE Ethernet port, 6 internal antennas. Not rated for plenum use. Ceiling mount bracket included. For operation only in USA.	200	
WLA532E-US	AP with dual radios 802.11a/b/g/n 3x3 MIMO (3SS), single 1000BASE-T 802.3af PoE Ethernet port, 3 RP-SMA external antenna ports. Plenum rated. Ceiling mount bracket included. For operation only in USA.	10	
	1000BASE-T 802.3af PoE Ethernet port- POE Injector Compatilble with WLA532-US and WLA522-US	60	
WLC880R	Wireless LAN Controller with 4 x GigE (SFP) and 4 x 1000Base-T ports, dual integrated PSU, including 16 AP license, HW-accelerated encryption	2	
WLC880-HA-RTU	High Availability Module license for WLC880R. Requires software Version 7.5 or later.	1	
WLC880-U16	16 AP license upgrade for WLC880R (max 256 APs).	1	
WLC880-U32	32 AP license upgrade for WLC880R (max 256 APs).	7	
WLM-RMTS	Juniper Networks RingMaster Tool Suite Base License supporting 5 managed Access Points	1	
WLM-RMTS-PLAN	Juniper Networks RingMaster Tool Suite License supporting RF Planning (requires WLM-RMTS).	1	
WLM-RMTS-10	Juniper Networks RingMaster Tool Suite License supporting an additional 10 managed Access Points (requires WLM-RMTS).	1	
WLM-RMTS-100	Juniper Networks RingMaster Tool Suite License supporting an additional 100 managed Access Points (requires WLM-RMTS).	2	
WLM-RMTS-50	Juniper Networks RingMaster Tool Suite License supporting an additional 50 managed Access Points (requires WLM-RMTS).	1	
EX2200-24P-4G	24-port 10/100/1000BASE-T Ethernet Switch with PoE+ and four SFP Gigabit Ethernet uplink ports	25	
Miscellaneous	Shipping		

B. Maintenance

Maintenance for above items			Price Per Unit
SVC-COR-WLC880-U16	Juniper Care Core Support for WLC880-U16	1	
SVC-COR-WLC880-U32	Juniper Care Core Support for WLC880-U32	7	
SVC-COR-WLC880-HA-RTU	Juniper Care Core Support for WLC880-HA-RTU	1	
SVC-COR-WLM-RMTS	Juniper Care Core Support for WLM-RMTS	1	
SVC-COR-WLM-RMTS-10	Juniper Care Core Support for WLM-RMTS-10	1	
SVC-COR-WLM-RMTS-100	Juniper Care Core Support for WLM-RMTS-100	2	
SVC-COR-WLM-RMTS-50	Juniper Care Core Support for WLM-RMTS-50	1	
SVC-ND-WLC880R	Juniper Care Next Day Support for WLC880R	2	
SVC-EX2200-24P-4G	Juniper Care Next Day Support for EX2200-24P-4G	25	

C. Optional Deliverables

Submission of innovative program ideas to increase vendor penetration of the market or satisfaction of the Eligible Participants as well as provide opportunity for stronger partnerships is encouraged.

Respondents are encouraged to provide a contract mechanism for their current eligible customers to roll into this agreement at any time after the inception of the contract

All pricing on future products offered under this proposal must, at a minimum, reflect the same percentage discounts or better as established with this contract award. Greater discounts are permissible and encouraged.

Any price reductions from suppliers from the time of proposal submission to time of purchase order must be passed on to Washtenaw County

Respondents must identify any and all associated costs, fees or charges for which Washtenaw County may be billed. Costs not indicated in your proposal will not be paid.

D. Training/Support

The successful respondent shall provide details and outline their capability to provide technical support training. Vendors will specifically address the following areas in their response:

1. Training provided as part of purchase of wireless network hardware and software. This may include training vouchers other training credits identified by the course name and number these credits may be used towards and time limits for these credits if any.

2. Availability of on-site and remote training options covering the proper configuration, daily operation, and maintenance of the system.

3. Scheduling of training at a mutually agreed upon date and location.

4. Describe all documentation and training material provided to the institution by the vendor at the completion of the project. This includes any and all materials offered by the vendor deemed to be helpful in the day-to-day operation of the system.

5. Variety of trainers. Responses shall provide information regarding training providers and nature of relation to wireless hardware and software equipment provider. Examples- they are the same company, recommended training partner (authorized trainer)

6. Capacity and location of training.

E. BLOCK LABOR PRICING

This pricing details T&M labor costs for technical site services including but not limited to site surveys, technical engineering & support, technical implementation, application support and implementation. If these services are priced separately, please use the following format individually for each service. These services are to be priced based upon 50 hours of on-site services needed. Please note: Pricing is address only one block of 50 hours. However, the County may choose to utilize more than one block of 50 hours if required. Pricing should reflect this potential.

1.Minimum Labor charge per _____ $_____

2. Additional Labor (Specify billing increments) per ___ $_____

3 Minimum overtime labor charge per_____ $_____

4. Additional Overtime Labor Charge per _____ $_____

5. Overtime charge begins_____ and ends_____ M, Tu, W, Th, F

6. Overtime charge begins_____ and ends_____ Sat, Sun

7. Fuel surcharge $_____ per trip or work order (circle one)

F. <u>NORMALTIME AND LABOR COSTS</u>

Please provide pricing for the following items.

1. Minimum Labor charge per _____ $ _____

2. Additional Labor (Specify billing increments) Per ___ $ _____

3. Minimum overtime labor charge per _____ $ _____

4. Additional Overtime Labor Charge per _____ $ _____

5. Overtime charge begins_____ and ends_____ M, Tu, W, Th, F

6. Overtime charge begins_____ and ends_____ Sat, Sun

7. Fuel surcharge $_____ per trip or work order (circle one)

BID #6722 Juniper Ringmaster Wireless Infastructure- AP Management

PRICING PAGE

Description	**PRICING**
1. Scope of Services V: Base Bid: Item A. Equipment	$_____
2. Scope of Services V Item B. Maintenance	$_____
3. Scope of Services V. Item C: Optional Deliverables, if applicable	$_____
4. Scope of Services V. Item D. Training/Support, if applicable	$ _____
5. Scope of Services V. Item E. Block Hours Labor Pricing, if applicable	$_____
6. Scope of Services V. F. Normal Time and Labor Costs, if applicable	$_____

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

G:\CONTRACT\CONTRACT BOILERPLATE\2013 STANDARD CONTRACT BOILERPLATES

If a contract is awarded, the selected contractor 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:

AGREEMENT is made this _____ day of _____, 2012, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and ***(NAME OF CONTRACTO**R)* located at ***(CONTRACTOR'S ADDRESS)*** ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to ***(DEPARTMENT HEAD TITLE***) 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 Contractor must be dated and bear the Contractor'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 Contractor's activities during the term of this contract.

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

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

ARTICLE IV - TERM

This contract begins on ***(MONTH, DAY, YEAR***) and ends on ***(MONTH, DAY, YEAR)***.

ARTICLE V - PERSONNEL

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

Section 2 - The Contractor 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 Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor 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 Contractor'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 contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor 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. 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 may be subject to the approval of the Washtenaw County Administrator, if requested by the 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. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor 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 Contractor 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 Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor 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 Washtenaw County c/o: INSERT DEPARTMENT & CR#_____, 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 Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor 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 Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, 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 Contractor, 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 Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 $11.40 per hour with benefits or $ 13.37 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, 2013 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 - EQUAL ACCESS

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

ARTICLE XIV - 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 Contractor. During the performance of the services, the Contractor 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 Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

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

ARTICLE XVI - 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 XVII - PAYROLL TAXES

The Contractor 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 OF SERVICES

Changes mutually agreed upon by the County and the Contractor, 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.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By:_____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
(DEPARTMENT HEAD) (DATE)

CONTRACTOR

By:_____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

SIGNATURE PAGE

_____	_____
Signature	Company Name
_____	_____
Print Name	Company Address
_____	_____
Title	City, County, St. Zip
_____	_____
Telephone #	Fax #
_____	_____
Federal Tax ID #	Email Address for Purchase Orders

☐ By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

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.

Signature page must be signed and returned as part of vendor proposal.