

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6107

IN JAIL

PROGRAMMING

Prepared by:

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

Anne Strieter, C.P.M.
Senior Buyer





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6107

September 22, 2003

Washtenaw County Purchasing Division on behalf of the Washtenaw Community Corrections is issuing a proposal for In Jail Programming.

Sealed Proposals: Contractor will deliver one (1) original and five (5) copies 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 3:00pm, Wednesday, October 8, 2003

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 the envelope should be clearly marked "**SEALED RFP # 6107**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter C.P.M. at 734-222-6760 or email strietera@ewashtenaw.org
- Please direct technical questions regarding this RFP to Joe Degraff at Community Corrections (734) 973-4716 or email degraffj@ewashtenaw.org

Thank you for your interest.

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I. PROPOSAL SPECIFICATIONS

Definitions:	"County"	is Washtenaw County in Michigan.
	"Bidder"	an individual or business submitting a bid to Washtenaw County.
	"Contractor"	One who contracts to perform work or furnish materials in accordance with a contract.

PURPOSE OF PROPOSAL:

Washtenaw County / City of Ann Arbor Community Corrections is accepting proposals for a 30 day jail-based relapse prevention and treatment program.

FUNDING PRIORITIES:

Priorities for substance abuse relapse prevention and treatment funding are based on the needs demonstrated by the criminal justice population and the objectives outlined in the FY 2004 Comprehensive Corrections Plan. These objectives include targeting offenders who are at higher risk for recidivism, optimizing structured sentencing and earned release programs at the jail to reduce overcrowding, and improving treatment effect through linkages to residential treatment or community based aftercare treatment, including support programming directed toward employment retention, vocational / educational enhancement, and cognitive restructuring. The successful bid will not be determined based on either a preferred specific or eclectic treatment modality (TSF, MET, or CBT); but rather, on the bidder's ability to provide an effective foundation of assessment and substance abuse treatment programming that can be assimilated into an array of post-release program options to improve client treatment outcomes.

PROGRAM DESCRIPTION:

The 30 Day In-Jail program is designed to integrate drug abuse education and relapse prevention in a jail based group program as the first step toward supervised release for sentenced non-violent inmates who demonstrate higher risks and needs due to more chronic substance abuse problems, resistance to treatment intervention, and/or a history of non-compliance in court ordered community based treatment. The program will be delivered three (3) days per week for four (4) consecutive weeks, during which time the program facilitator will complete a substance abuse assessment and aftercare treatment recommendation for each client. Inmates who successfully complete the program may be approved for conditional release to another step in the treatment continuum based on assessed need. Post release options include Probation Residential Treatment (felons only), or Day Reporting with outpatient treatment, relapse prevention or twelve step support groups and mandatory intensive drug abuse monitoring. Prior to release to Day Reporting, the PA 511 Jail Monitor (in conjunction with the program facilitator) will conduct a needs assessment and develop a case plan for each client to determine the additional support programming recommended as a condition of release. Support programming may include job development, education, mental health services, or cognitive skills restructuring, or any other program or service determined through needs assessment. If an inmate is a probationer, the supervising probation agent must approve the release and aftercare plan.

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Diversion Policy

The 30 Day In-Jail Program is designed as a conditional release program, not as a stand-alone early release program or jail-based inmate management tool. That is, release from jail is contingent not only upon successful completion of the in-jail programming, but also by complying with aftercare programming identified through assessment. Community Corrections will assume responsibility for coordination and monitoring of client compliance with the aftercare plan. For those inmates who complete the in-jail portion of the program and the aftercare program, the balance of the jail term will be suspended.

The court may sentence an inmate to the 30 Day In-Jail program at initial sentencing or in response to adjudication for probation violation, or in response to a petition for release from the PA 511 Jail Monitor.

Target Population:

The primary target population is sentenced non-violent misdemeanants and non-violent felons with a history of substance abuse as substantiated by the probation department, or the PA 511 Jail Monitor. Unsented non-violent misdemeanants and felons may be admitted to the program provided they are unlikely to post bond during the period of program enrollment.

Specific Program Target:

Thirteen (13) complete sessions per year will be provided at three (3) sessions per week for four (4) weeks, for a total 156 sessions per year.

Program Capacity:

The estimated Average Daily Population is 10 per session, for a total of 130 inmates per year.

Specific Program Eligibility Criteria:

To qualify for the 30 Day In-Jail program an inmate must meet the following criteria:

1. Was convicted of probation violation for at a judicial hearing; or
2. Has a minimum of 60 days to serve on a jail sentence; or
3. Has been in pre-trial custody 8 days after initial arraignment and appears unlikely to post bond; and;
4. Was charged or convicted for a non-violent misdemeanor or felony*; and
5. Has a substance abuse treatment history as evident by the offense charged or as substantiated by the Probation Officer or PA 511 Jail Monitor.

* Non-violent misdemeanor includes all misdemeanor offenses except Aggravated Assault, Assault & Battery, Criminal Sexual Conduct – 4th Degree, Domestic Assault, and Stalking. Non-violent felony offenses include all offenses except those enumerated as “Crimes Against a Person” in legislative sentencing guidelines (PA 317 of 1998). A List of “Crimes Against a Person” is included in the appendix.

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Operational Procedures:

1. The PA 511 Jail Monitor will establish the class roster based on the inmate's ability to meet approved eligibility criteria.
2. Enrollment and completion may occur at any time during the tenure of the program with the understanding that the participant will complete the entire four (4) week course.
3. The vendor will be subject to operational guidelines and policies as developed by the Washtenaw County Sheriff Department and are subject to administrative lock-outs which may interrupt scheduled classes. The vendor will not be penalized for the inability to provide a scheduled class.
4. Upon completion of the class, the vendor will provide the Jail Monitor an individual exit report which shall include an assessment and treatment prognosis, as well as providing the participant with a certificate of completion.

Program Costs:

A contract in the amount of \$3,333.00 per month will be released to cover a minimum of three (3) group sessions per week, each lasting three (3) hours for four (4) weeks monthly. The term of the contract shall cover the period from September 1, 2003 through September 30, 2004. The vendor will be reimbursed monthly upon submission of an invoice for services pursuant to the program description.

Expected Outcome:

A 95% utilization of this program is expected, with a 90% completion of the jail-based component provided by the vendor. The Program Facilitator and Jail Monitor are charged with defining program success.

Common Program Sanctions:

Because the program is housed in the Washtenaw County Jail, the program sanctions are within the purview of the Jail Administrator. Major violations of the program and jail rules will result in removal from the program with a recommendation for no further participation in PA 511 diversion efforts. The Program Facilitator should address minor client non-compliance on a case-by-case basis. The Program Facilitator has the right to remove any non-compliant client.

Transitional Planning:

In the event a contract is awarded to a new agency, a transition plan shall be negotiated between Washtenaw County and the current contract agency. This plan shall take into account the following factors: least disruption of continuity of service, the timeframe in which the new agency will assume contractual obligations and minimal disruption of the current agency's operations.

Control Systems

Any agency contracting with Community Corrections is required to have an internal accounting and administrative control system in place, which (1) protects against waste, fraud and inefficiency; (2) ensures accuracy and reliability in accounting and operating

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data; and (3) assures compliance with agency policies. This system should include (a) clear lines of responsibility; (b) subdivision of duties; and (c) a clear separation of accounting functions from custody or access to assets.

Instructions for Program Description Narrative:

1. **Introduction:** Give a general overview of your agency. Include a general statement regarding the agency's philosophy of substance abuse treatment and history of serving the offender population. Reference licenses, accreditations, community awards or professional acknowledgements the agency has achieved and the qualifications (or criteria used for selection) of treatment staff.
2. **Need Statement:** Describe how the general core elements and didactic topics of your proposal fit the treatment needs of the targeted inmate population. Support the efficacy of the underlying treatment model(s) included in your proposal, drawing from existing research literature and/or documentation of outcomes from existing programs administered by your agency.
3. **Goals/ Objectives/ Activities:** List the Goals, Objectives, and Activities for your proposal. Goals are general statements of what the proposed program intends to accomplish. Objectives provide specific statements describing what will be accomplished, by when, and for whom. Relate how the program activities support achievement of specific objectives and goals using the Goals/Objectives/Activities format from the example below:

Example:

Goal: To raise client awareness of drug and alcohol use, misuse, and abuse.

Objective 1.1: Clients will understand the biopsychosocial effects of their personal use of drugs and/or alcohol

Activities:

- a. Clients will create genograms, which will be used to show the role family substance abuse history may play in client's current use pattern.*
- b. Staff will facilitate client role plays to demonstrate some social consequences of substance abuse.*
- c. The group will process the outcomes of role plays, allowing clients to attach personal significance to these outcomes.*

Objective 1.2:

Activities:

- a.*
- b.*

Include a course curriculum outline and all required inclusions (see cover sheet) as attachments.

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4. **Collaboration & Continuity of Service:** How will this proposal facilitate collaboration with the other programs and services of the Washtenaw County Community Corrections system (indicated in the program description) to improve continuity of services to clients?
5. **Evaluation:** How will you know if your program is successful? What outcomes (ways in which clients can be expected to change at conclusion of the program) will you measure? Why?
6. **Budget Summary:** Provide a narrative budget summary highlighting your agency's capacity to provide services in a cost-effective and quality manner.

RFP REVIEW CRITERIA

The following criteria will be used by the review team to evaluate all proposals submitted for funding:

1. The proposal must contain all of the sections identified in the application instructions.
2. The proposal must demonstrate the ability, capacity, and skill of the bidder to perform the contract in a cost-effective and quality manner. The proposal should support the efficacy of the treatment model, the reputation of the bidding agency and the qualifications of the treatment staff.
3. The proposal shall facilitate continuity of services for clients and shall demonstrate capacity for collaboration with other programs and services of Washtenaw County Community Corrections.

GENERAL REQUIREMENTS FOR GRANTEEES

In the event that the proposal submitted for the RFP is funded, all applicants must be able to comply with the following requirements:

1. **Workers' Compensation Insurance** with Michigan Statutory limits and Employer's Liability Insurance with a minimum of \$1,000,000 each accident.
2. **Comprehensive General Liability Insurance** with a combined single limit of \$1,000,000 each occurrence for bodily and property damage. The policy shall include contractual liability and personal injury coverage.
3. **Automobile Liability Insurance** covering all owned, hired, and non-owned 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.
4. **Professional Liability Insurance** coverage with a minimum of \$1,000,000 each occurrence.

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5. **Subcontracting:** The applicant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Applicant, 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 Applicant, any fee, commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of a contract.
6. **Non-Discrimination:** The Applicant does not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.
7. **Conflict of Interest:** The Applicant promises that it has no interest and will not acquire any interest which would conflict with the performance of services required by this contract.
8. **Records and Accounts:** The Applicant agrees to maintain records and accounts including property, personnel, and financial records, as deemed necessary by Community Corrections to assure a proper accounting for all project funds. Such records shall be retained for three (3) years after the expiration of this agreement unless permission to destroy them is granted by Community Corrections.
9. **Performance Reports:** The Applicant agrees to complete a performance report, provided by Community Corrections, which will delineate the activities conducted in accordance with the target population and scope of service. The report will describe the extent to which the projected outcomes of the project were met.
10. **Audits:** The Applicant agrees to at least one compliance audit during the course of the contract year.
11. **Acknowledgements:** The applicant assures that any statewide press releases, requests for proposals, bid solicitations, program reports, articles, publications and other documents that result from information gathered through the use of state or federal funds acknowledge receipt of that support from the Department and/or the appropriate federal agencies.

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WASHTENAW COUNTY / CITY OF ANN ARBOR COMMUNITY CORRECTIONS

**FY 2003/2004 – 30 DAY IN-JAIL SUBSTANCE ABUSE PROGRAM – RFP # _____
PROPOSAL COVER SHEET**

Agency Name _____

Address _____

Contact Person _____ **Phone** _____ **Fax** _____

License # _____ **Facility** ___ **Individual** ___ **Federal ID #** _____

Check List:

- _____ **Cover Sheet**
- _____ **Program Description Narrative (Introduction, Need Statement, Goals/Objectives/Activities, Collaboration & Continuity of Service, Evaluation, and Budget Narrative)**

Inclusions:

- _____ **Curriculum Outline**
- _____ **Budget Summary Sheet**
- _____ **Cost Funding Detail Sheet**
- _____ **Articles of Incorporation**
- _____ **Board of Directors (with addresses)**
- _____ **Board of Directors Authorized Signature List**
- _____ **Finance Director**
- _____ **Last Fiscal Audit**
- _____ **Current Insurance Certificate**
- _____ **Current Licenses and/or Accreditation**

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II. PROGRAM BUDGET SUMMARY

Program 30 Day In Jail Program		Budget Period Approx 10/1/03 to Approx 9/30/04		Date Prepared	
Local Agency			<input type="checkbox"/> Budget for Original Agreement or <input type="checkbox"/> Amendment		
Address				Payee Identification No.	
	CATEGORY				TOTAL BUDGET
1	Salaries & Wages				
2	Fringe Benefits				
3	Travel				
4	Supplies & Materials				
5	Contractual (Sub Contracts)				
6	Equipment				
7	Other Expenses				
8	TOTAL DIRECT				
9	Indirect Cost: Rate #1 <u> </u> %				
	Indirect Cost: Rate #2 <u> </u> %				
10	Other Cost Distributions				
11	TOTAL EXPENDITURES				
SOURCE OF FUNDS					
12	Fees & Collections				
13	State Agreement				
14	Local (Community Corrections)				
15	Federal				
16	Other				
17	TOTAL FUNDING				

Completion of Budget Summary is a Condition of Funding

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PROGRAM BUDGET – COST DETAIL

Program		Budget Period	Date Prepared
Local Agency		<input type="checkbox"/> Original Budget <input type="checkbox"/> Amended Budget # _____	Amendment
Position Description	Positions Required	Total Salary	Comments
Fringe Benefits (Specify)			
FICA _____%	LIFE INSURANCE _____	DENTAL INSURANCE _____	COMPOSITE RATE _____
UNEMPLOYMENT _____	VISION INSURANCE _____	WORKERS COMP _____	
RETIREMENT _____	HEARING _____		
HOSP INSURANCE _____	OTHER _____		AMOUNT
\$ _____			
TRAVEL _____.			
SUPPLIES & MATERIALS _____.			
CONTRACTUAL (Sub-Contracts) _____.			
EQUIPMENT (Specify) _____.			
OTHER EXPENSES (Specify if any item exceeds 10% of Total Expenditures) _____.			
COMMUNICATIONS			
SPACE COST			
OTHER			
TOTAL OTHER _____.			
OTHER COST DISTRIBUTIONS		INDIRECT COST CALCULATION	
Description of cost being distributed: Percent distributed		BASE X RATE	
Amount distributed	to this Program	BASE	X RATE
\$ _____.	_____%	BASE	X RATE
\$ _____.	_____%		
\$ _____.	_____%		

Completion of Cost Detail is a Condition of Funding

REVIEWER'S GUIDE

The primary focus of the in-jail program is to provide a foundation of substance abuse treatment for an inmate population that has severe substance problems, has been resistant to treatment, or who have been unable to sustain sobriety or drug abstinence, with the end goal that this group will continue treatment and engage in other support programming after release under the supervision of Community Corrections. The bidder has to deal with constraints: (a) The jail does not have a segregated block to serve as a therapeutic community; (b) The inmates have differing needs in terms of level of care; (c) The program length is 30 days, probably just 12 three hour sessions; and (d) the bidder may have limited or no control of what happens to the client after release. The successful bid will identify the needed essential foundation to improve the chances for these clients to gain from post-release treatment, and the bid will clearly support why their approach is the most appropriate given the operational limitations. Minimally, the proposal will include an assessment piece, but programs that can provide linkages to continue services after release should be scored higher. Remember, length of (uninterrupted) engagement in treatment has been shown to be more important than level of care in treatment success. Proposals should have an evaluation piece that provides useful measures of the program's effectiveness. Evaluate treatment modalities on the strength of the arguments presented by the bidder.

To the extent possible, rate each scoring anchor as a separate and distinct element. Each proposal contains elements that are inter-related, and some overlapping of scoring for related elements is expected.

Reviewers should use the following rating scale as described below. *For the two scoring anchors that receive ten points, multiply the rating by two (2).*

5 – EXCEPTIONAL

A restricted rarely awarded rating, comparable academically to achieving magna cum laude or Phi Beta Kappa status. A rating of 5 should be reserved for aspects of the proposal that are so uniquely innovative, creative, or superior as to receive national recognition as a model program.

4- SUPERIOR

This rating reflects a proposal piece that exceeds expectations in an outstanding or commendable manner. A rating of "4" is comparable academically to an A.

3- SATISFACTORY

This rating reflects a proposal piece that meets all expectations proficiently. A rating of 3 is comparable academically to a B.

2- SUB-PAR

This rating reflects a proposal that falls below expectations. Proposal pieces that contain incomplete information or are not sufficiently descriptive should receive a rating of 2.

1-UNACCEPTABLE

This rating reflects a proposal piece that is unsatisfactory. A program budget that exceeded the contract amount would receive a rating of "1", as would a proposal where a required piece was completely omitted.

To allow flexibility, raters may choose to include increments between rating levels (e.g., 2.5, 3.5).

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The proposal must contain all of the sections identified in the application instructions (10 Points).

Rate the completeness of the application.

Does the proposal include all the items indicated on the inclusion checklist? Subtract points for missing or incomplete items. (5 points)

Rate the clarity of the proposal in describing the goals and activities of the program?

Do you clearly understand what the bidder intends to do? (5 points)

The proposal must demonstrate the ability, capacity, and skill of the bidder to perform the contract in a cost-effective and quality manner. The proposal should support the efficacy of the treatment model, the reputation of the bidding agency and the qualifications of the treatment staff (20 points).

Rate the Qualifications and Reputation of the Bidder:

Does the bidder have experience in providing treatment or other services to the offender population? How qualified are the staff to perform the service requested? You may consider letters of support or personal knowledge/experience in making this judgment. (5 points)

Rate the Efficacy of Treatment Model

Does the proposal make a compelling case that the treatment model selected is the most appropriate, given the population served, the jail location, or the length of programming? Do the treatment objectives appear to meet the treatment goals? How well can the bidder support the effectiveness of their proposal with documentation of actual outcomes? Is there outside research on treatment effectiveness that supports the proposal? (Multiply Score X 2 = 10 points)

Rate the Cost Effectiveness of the Proposal.

Is the proposal within the cost allocated for the program? Is the proposed budget top heavy with administrative costs? (5 points)

The proposal shall facilitate continuity of services for clients and shall demonstrate capacity for collaboration with other programs and services of Washtenaw County Community Corrections. (20 points)

Rate the Strength of the Assessment Piece in the Proposal.

Does the program include an assessment piece that appears useful in building a post-release case plan? (5 points)

Rate the Proposal in terms of Continuity of Services and Collaborative Programming.

To what extent does the bidding agency have existing contractual links with Community Corrections or the community-at-large for programs and services that will remove barriers and/or expedite access to aftercare services? To what extent is the nature of the programming compatible with other support programming, such as AA/NA or cognitive behavioral therapy? (Multiply Score X 2 = 10 points)

Rate the Evaluation Component of the Proposal:

To what extent do the outcome measures appear relevant to program goals and objectives? Will the outcome measures yield meaningful information about program effectiveness? (5 Points)

TOTAL POINTS POSSIBLE: 50

III. STANDARD PROVISIONS FOR CONTRACTS

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

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to Community Corrections 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 begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

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.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

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

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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 \$9.09 per hour with benefits or \$10.66 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, 2003 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

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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.

IV. TERMS AND CONDITIONS

Award: 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 (See "Low Bid" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which 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.

Term of Contract: The term of the contract will be from October 1, 2003 through September 30, 2004.

SIGNATURE SHEET

<u>Signature</u>	<u>Company Name</u>
<u>Print Name</u>	<u>Company Address</u>
<u>Title</u>	<u>City</u> <u>St.</u> <u>Zip</u>
<u>Telephone #</u>	<u>Fax #</u>
<u>Federal Tax ID #</u>	<u>URL/Email Address</u>

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