

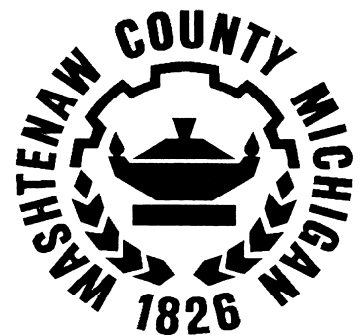
BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL  
# 6371  
COURTROOM DIGITAL  
RECORDING SYSTEMS  
FOR  
WASHTENAW COUNTY

Prepared By:

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

Robert G. Devault C.P.M.  
Purchasing Manager  
(734) 222-6760





## 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 # 6371

November 8, 2007

Washtenaw County Purchasing Division and Support Services Infrastructure & Planning is issuing sealed Rfp # 6371 for Courtroom Digital Recording Systems for a three year term.

**Sealed Proposals:** Vendor will deliver one (1) original and two (2) copies to the following address:

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

by 2:00 p.m. on Tuesday, November 27, 2007

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

- The envelope must be clearly marked "**SEALED RFP # 6371**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at (734) 222-6760 or [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org)
- Please direct specific technical questions regarding this RFP to Dale Vanderford at (734) 222-6521 or [vanderfordd@ewashtenaw.org](mailto:vanderfordd@ewashtenaw.org) or Tammy Richards at (734)222-6568 or [richardt@ewashtenaw.org](mailto:richardt@ewashtenaw.org)

Thank you for your interest

# RFP #6371 COURTROOM DIGITAL RECORDING SYSTEMS

## I. PROPOSAL INFORMATION

<b>Definitions:</b>	<b>"County"</b>	Is Washtenaw County in Michigan.
	<b>"Bidder"</b>	An individual or business submitting a bid to Washtenaw County.
	<b>"Contractor"</b>	One who contracts to perform work or furnish materials in accordance with a contract.

### Purpose of Proposal:

Washtenaw County, Michigan is accepting proposals for new digital court recording equipment to capture multi-channel audio. The courts are replacing existing analog Sony tape cassette recording equipment with this digital recording technology. This project will include a total of thirteen (13) courtroom and four (4) hearing rooms in the following locations:

- three (3) courtrooms located at the Washtenaw County Juvenile Center, 2270 Platt Road, Ann Arbor, Michigan 48104,
- four (4) courtrooms located at the Washtenaw County Trial Court, 101 E. Huron, Ann Arbor, Michigan, 48104,
- two (2) courtrooms at the 14A-1 District Court located at 4133 Washtenaw Avenue, Ann Arbor, Michigan 48108,
- one (1) jail courtroom located at 2201 Hogback Road, Ann Arbor, Michigan, 48108,
- two (2) courtrooms at 14A-2 District Court located at 415 W. Michigan Avenue, Ypsilanti, Michigan 48197
- one (1) courtroom at 14A-3 District Court located at 122 S. Main St, Chelsea, Michigan, 48118.
- four (4) hearing rooms located at the Washtenaw County Trial Court, 101 E. Huron, Ann Arbor, Michigan, 48104

### Proposal 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 which Washtenaw 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.

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C. The County reserves the right to award the RFP to a single vendor or multiple vendors as deemed in the best interest of the County. The selection of the vendor will be based upon evaluation by equipment users of features available, ease of use, experience of vendor and equipment in other similar applications, quality of the proposal and submittal of product data, product support and lowest cost. ***Each courtroom shall be priced individually and then the total for all courtrooms summed and provided. The dollar amount used in the cost criteria of the evaluation will be the total for all courtrooms.***

D. 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.

E. 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.

F. 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 written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

**II. PROPOSAL**

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

A. Interested and qualified vendors should refer to the project requirement detailing the equipment specifications, services, installation and training to be provided as part of this project.

**(Addenda A)**

B. References: List three (3) references for which bidder has provided similar services. Include company name, contact names and phone numbers.

**(Addenda B)**

C. Review Standard Provisions for Contracts Section and concur that these provisions shall be met as well as any subcontractors.

**(Addenda C)**

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**III. STANDARD PROVISIONS FOR CONTRACTS**

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

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Facilities Department 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 will be for a Three year period.

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.

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. 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 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.

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. 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 County Administrator, Attn: Support Services, 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 - 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 XIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of the 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 XIV - 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 XV – CRIMINAL BACKGROUND CHECK

The contractor will be responsible for payment of security screening as determined by the county. Any employee of the vendor will be subject to an approved criminal background check before entering county facilities.

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 - 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 \$10.19 per hour with benefits or \$11.95 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 May 1, 2008 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 XX - 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 XXI - 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 XXII - EXTENT OF CONTRACT

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

**RFP #6371 COURTROOM DIGITAL RECORDING SYSTEMS**

**BID SPECIFICATION**

County of Washtenaw  
 Digital Recording Equipment  
 Project Requirements

The below project requirements are intended to provide the general description of the work to be performed, the equipment to be provided, the features of the new equipment and the expectations of the County for the selected vendor to meet. The project requirements are not intended to specify each detail of each piece of equipment, rather, the general equipment needed that the County understands will be required to be supplied by the vendor. The selected vendor will be responsible for ensuring that his/her equipment works as intended and that all equipment, labor and set up time has been allowed for in the proposal to ensure the County is provided with a completely functional system in each courtroom even if the County has not specified each piece of equipment to be procured. Each vendor shall base their proposal on reusing the existing cabling and microphones in each courtroom.

**Equipment**

The minimum requirements for the Courtroom and hearing room recording equipment shall meet or exceed the following features:

<u>REQUIRED EQUIPMENT</u>	<u>Qty</u>	<u>Price per unit</u>	<u>Total</u>
FTR Gold Reporter 2.2 software (including Log Notes, Wordlink, headphones, CD 5 pack and any other vendor defined packaged equipment)	13		
FTR Hearings 3.3 software (including Wordlink, iMic USB audio adapter, Audio connector cable, headphones, CD 5 pack and any other vendor defined packaged equipment)	4		
DMX 8 Mixer	13		
Cable to connect mixer to PC	13		
Training (Provide details)	Up to 6 trainees		
Installation			
<u>OPTIONAL EQUIPMENT</u>			
USB Display clock			
USB Foot pedal			
Microphone to replace Electro-Voice 635A (provide specifications)			

List the costs for all required equipment, optional equipment, installation and training in table form with costs for each.

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The equipment for each courtroom and hearing room shall further comply with the below described features and functions:

The digital recording equipment shall operate on a PC or laptop (County supplied) running Microsoft Windows XP or Microsoft Windows Vista. The application shall perform 4-channel digital audio recording directly to the hard drive of the PC and shall be able to simultaneously auto archive to a network drive or to CD. All audio files created shall be capable of being named using naming convention of location, date and time which allows the system to create and name each file without user intervention and include relevant information for prompt retrieval of the audio files either by manual search or through an automated feature of the software. Audio files are to be saved automatically in a maximum of 5 minute blocks to ensure data is not lost. Software must provide the ability to convert recorded audio to standard formats such as WAV, WMA, audio CD and cassette tape. Vendor must have documented knowledge of integration between FTR software and EMC Centerra for storage of archived audio files.

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____
_____ Date	_____ City                      St.      Zip
_____ Telephone #	_____ Fax #
_____ Email address	_____ Email address for Purchasing if different
_____ Federal Tax ID #	

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.