

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## # 6041

# OCTEL MAINTENANCE

# SERVICES

Prepared by:

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

Robert G. Devault, C.P.M.  
Purchasing Manager  
Phone: (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 # 6041**

January 2, 2003

Washtenaw County Purchasing Division on behalf of the Information and Technology Services Department is issuing a Request for Proposal (RFP) #6041 for maintenance services for Washtenaw County's Octel voice mail system.

**Sealed Proposals:** Contractor 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  
P.O. Box 8645  
Ann Arbor, MI 48107**

**by 2:00 p.m. on Thursday January 23, 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 RFQ # 6041**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760**.
- Please direct technical questions regarding this RFP to Paul Rapozza, at **734-222-6577**.

Thank you for your interest

# **RFP # 6041 OCTEL MAINTENANCE SERVICES**

## **INTRODUCTION**

Washtenaw County is soliciting bids for providing yearly maintenance and support services on existing Avaya Octel 250 Aria 3.1 systems. The specific systems are:

1. SN 11753  
2201 Hogback Rd, Ann Arbor, MI  
NOTE: This system will be relocated to an alternate location 1Q 2003.
2. SN 48394  
220 N. Main St, Ann Arbor, MI

## **1.1 PROPOSAL TERMS AND RFP INSTRUCTIONS**

1. This bid will encompass servicing systems outlined above, as well as the software applications currently in use. A system inventory for each system, including software, is included in Appendix A. This bid will also include the relocation, new equipment needed, and time and materials needed to relocate system 11753.  
**NOTE:** Washtenaw County employs telecommunications staff who will act as administrators and 1<sup>st</sup> level troubleshooters, who will coordinate service with the selected vendor.
2. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service the Contractor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a 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.
3. 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.
4. Proposals shall 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.
5. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP responses may be adjusted to allow for revisions. The **entire** vendor response, including this original RFP and any addenda, **MUST** be returned in **triplicate**. To be considered, the original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
6. All bids in response to this request for proposal (RFP) **MUST** comply with the instructions in Section 1.2. Failure to do so may result in disqualification.
7. Bid documents should be prepared simply and economically, providing a concise delineation of the capabilities bid to satisfy the requirements of the RFP. Completeness and clarity of content should be emphasized. Unnecessarily elaborate bindings, brochures, descriptions, or other presentations are not required.

## **RFP # 6041 OCTEL MAINTENANCE SERVICES**

8. This RFP, with any subsequent addendum, the response submitted by the selected Contractor, and any other approved changes, will become part of the contract between the County and selected Contractor.
9. Contractors submitting responses to this RFP may be required, at the request and option of Information and Technology Services, to make an oral presentation or provide written clarification. These presentations or written clarifications will provide an opportunity for the Contractors to clarify but not modify their Bid.
10. The Bids should be submitted on 8 1/2" by 11" paper, single-sided, clearly labeled to show the Bidder's name. The Bidder is responsible for the full-page count of Bids submitted in 3-ring binders. All pages are to be CLEARLY marked and in sequential order.

### **1.2 REQUIRED INFORMATION**

All required information must be provided, **numbered in the same format as below**, and attached as **Attachment A**.

1. Detail your service response commitment for emergency, urgent, and non-urgent service requests, as defined below. This should include remote dial-in diagnostics and technician dispatch.
  - Emergency – A complete system is not accepting calls or will not transfer calls.
  - Urgent – A system is experiencing customer affecting issues.
  - Non-urgent – A system is experiencing non-customer affecting issues.

**NOTE:** Detail any additional service commitments your company abides by.
2. Detail any additional items included with your service contract, such as training (user or administrator), preventative maintenance, administrator support, discounts on classes, etc. If there are additional costs associated for such items, please detail in ITEM 3.2 below.
3. Detail your company's history maintaining and supporting Avaya (Octel) voice processing systems. Please provide total years in the communications business under the name stated on the Signature Page (at the end of the RFP.)
  - If the Contractor has less than five (5) years of communications experience, provide a list of three customers in each year of business you have been established in which you have maintained and supported similar equipment.
4. Detail your company's history of maintaining and supporting Avaya (Octel) voice processing IVR applications, including, but not limited to, OctelAccess, [www.messenger](http://www.messenger.com), and Visual Messenger.
5. Detail your current staff. How many, what certifications are held, years experience, etc.
6. Provide the name, title, email address, and telephone number of the sales manager and/or service manager who would be responsible for sales, service, and quality assurance for your company.
7. Explain your process for service requests. How are they originated, tracked, updated, and closed (web, email, fax, phone)?
  - Indicate name, title, email address, and telephone number of the primary contact person for your service department.

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- Indicate name, title, email address, and telephone number of the second level contact in the event that acceptable response has not been made by above service department.
  - Indicate name, title, email address, and telephone number of the third level contact, should the second level also prove ineffective in responding to contract needs.
8. State the address of your primary service location. (Location **should** be within a 50-mile radius of County sites.)
    - Indicate the address from which maintenance personnel would be dispatched, if different from above. (Location **should** be within a 50-mile radius of the installation sites.)
    - Indicate address of spare parts inventory, if different from above. (Location **should** be within a 50-mile radius of the installation sites.)
  9. Will your company outsource any of the services requested in this RFP? Detail exactly what services would be outsourced and to whom? State company name, contact number, and location.
  10. Provide information pertaining to any previously held and current government contracts for related services and the agencies provided these services. Include name of contact and phone number of agency.
  11. Provide three (3) references for which you have provided multi-year maintenance agreements. Please provide the business name, contact name, their title, telephone number, etc.
  12. Describe the overall service philosophy of the vendor. Describe the level of support provided locally and the relationship(s) between your company and the manufacturer of the equipment in use by the County.
  13. Detail credits, refunds, or discounts given if service requests are not responded to within specified timelines.
  14. Provide any additional information about your company that is relative to this RFP. Also provide details on any other services that you provide.

### **1.3 FINANCIAL DATA**

All financial information is to be attached as **Attachment B**.

1. Provide Dun and Bradstreet number for your business. If unavailable, provide financial statement, Annual Report, and any other pertinent financial data relating to the company.
2. Provide bank reference in which the vendor maintains a business financial relationship. Include contact name, phone number of contact, address and name of institution.

### **1.4 HOURS CLASSIFICATION**

1. Regular business hours are from 8:00am to 5:00pm Monday through Friday.
2. Extended business hours are 24x7, 365 days per year.

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## **1.5 SUBCONTRACTORS**

Subcontracting of any services requested under this bid is prohibited, unless those services requested exceed the scope of this bid and are required to effect timely completion of requested service and are agreed to by the County in advance of the start of work.

## **1.6 INSPECTION OF FACILITIES**

The Manager of the Purchasing Division reserves the right before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, equipment, spare parts and/or equipment for ability to comply with conditions of the bid.

## **1.7 EXTRA CHARGES:**

1. No changes shall be made, nor will bills for extra charges, alterations, modifications, deviations, and extra orders made by the Contractor be paid for except upon written work/change order from the County.
2. The County will not authorize payment for changes, alterations, modifications, deviations, or extra orders made except upon written order from the County. The County will not authorize payment for changes, alterations, modification, deviations, etc. that are the result of Contractor error in performance of system maintenance or additions/reconfigurations to existing equipment.

## **1.8 PERMITS AND CERTIFICATES**

The Contractor shall obtain and pay for all necessary permits, certificates and licenses required and necessary for performance of the work; and shall post all notices required by law and comply with laws and ordinance applicable.

## **1.9 MATERIALS AND APPLIANCES**

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the performance and completion of the work. All special handling equipment charges shall be paid by the Contractor.

## **1.10 CORRECTED WORK**

The County will on occasion make checks and measurements of material to determine if physical and electrical characteristics and specifications are being met. If the County deems it expedient to correct or replace materials not in accordance with the characteristic or specifications as ordered, the Contractor shall make such corrections or replacements at no additional expense to the County within 10 days.

## **1.11 AWARD**

1. 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

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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.

2. The County intends to award the entire bid to one contractor.

### **1.12 PURCHASE ORDERS**

A purchase order will be issued to the successful Contractor throughout the period of the contract as and when required by the County.

### **1.13 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.

### **1.14 TERM OF CONTRACT/PRICE INCREASES**

1. The contract will be for a period of two (2) years from the date a purchase order is issued. If both the County and Contractor agree, the contract can be continuously extended each year, for three (3) additional years with the same terms and conditions.
  - a. After the initial two-year contract, the Contractor will be permitted annual increases in the labor prices bid for the additional year. This increase shall be in accordance with the change in the National Consumer Price Index for the previous twelve-month period and shall not exceed any other customer's rates.
  - b. The successful Contractor will be permitted price increases for parts and materials if they receive price increases from manufacturers or distributors. These price increases must be requested in writing to the Purchasing Manager and be supported by copies of catalogs or invoices from the manufacturer or distributor showing the price increase.
  - c. Any increases to the contract must be approved by the County, which will then be documented and attached to the contract as an addendum.

### **1.15 CONTRACT PROVISIONS**

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. A default County contract is attached as **Appendix B**.

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### **2      INSTALLATION**

1. The Contractor will coordinate with the County as to any interruption to existing voice communications. Any interruptions are to be minimized and be performed after-hours, on weekends, or holidays.
2. Regarding installation activity that is potentially disruptive (i.e. drilling, running cable, mounting frames, raceway, etc.) to administrative activity, the Contractors will notify and coordinate with the ITS project manager of potential disturbance prior to beginning work.
3. Contractors are to supply their own tools and equipment, especially brooms, dustpans, ladders etc.
4. Installation equipment, materials, and product will ONLY be kept in specified areas. Hallways, office areas lobbies etc. are not suitable for storage and the County will **NOT** be held liable for missing or stolen equipment.
5. The Contractor will be held liable for damage done to the premises, accidental or otherwise, by the Contractor's staff while on site. The Contractor is responsible for repair of damage to the building due to carelessness of their workmen, who should exercise reasonable care to avoid any damage to property; this includes responsibility for replacing ceiling tiles damaged either during removal or in the process of cable installation. The Contractor must report to the County any damage to the building that may exist or may occur during the occupancy of the quarters.
6. The Contractor will observe all applicable departmental safety and security regulations established.
7. The Contractor must promptly correct all defects for which the Contractor is responsible.
8. The Contractor is responsible for removal of all rubbish and debris on a daily basis. Contractor will be required to broom clean work areas at the end of each shift or workday.
9. Upon completion of the work, the Contractor must remove his tools, equipment, and all remaining rubbish and debris from the premises and must leave the premises clean and neat.
10. The Contractor will coordinate all work with the ITS Project Manager.

### **3      TESTING AND ACCEPTANCE**

1. Inspection of the installed services may be made by the staff of Information and Technology Services (ITS).
2. The County will make inspections, as it deems necessary, when notified by the Contractor that the services requested, or any part thereof, is complete.
3. Successful testing by the Contractor with written report of results to ITS project manager of all performance and quality incorporating the full range of testing specified.
4. Implementation of any and all deviation list items which may result from inspections by the ITS department project manager must be completed.

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**4 Pricing**

**4.1 Service Contract Pricing**

Please provide pricing for both Regular and Extended hours coverage.

System	Regular Hours	Extended Hours
1. SN 11753	_____	_____
2. SN 48394	_____	_____

**4.2 Additional labor charges and/or MAC**

Please provide pricing for the following items. Please include any other prices that would be applicable to this RFP.

Minimum Labor charge \$\_\_\_\_\_ per \_\_\_\_\_

Additional Labor  
(Specify billing increments) \$\_\_\_\_\_ per \_\_\_\_\_

Minimum overtime labor charge \$\_\_\_\_\_ per \_\_\_\_\_

Additional Overtime Labor Charge \$\_\_\_\_\_ per \_\_\_\_\_

Weekday overtime charge begins at \_\_\_\_\_ and ends at \_\_\_\_\_.

Weekend overtime charge begins at \_\_\_\_\_ and ends at \_\_\_\_\_.

Service charge or travel charge \$\_\_\_\_\_ per \_\_\_\_\_

Urgent request charge \$\_\_\_\_\_ per \_\_\_\_\_

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**4.3 SN 11753 UPGRADE AND RELOCATION**

This system will be relocated approximately 6 miles from its current location, and upgraded to support 16 digital connections to a Nortel Meridian Option 11. Relocation will include disconnecting all current cables, transport, installation, and certification.

Upgrading this system will include renumbering of approximately 400 voicemail boxes from 4 to 5 digits, replacement of 6 FLT cards with 2 FLT-N cards, and changing system parameters to support the Nortel system. Are credits available for the replacement of the original FLT cards?

**NOTES:**

- The County will provide all voice and data wiring and cross-connects for this project.
- This will all be done during a Saturday cutover.

Relocation pricing \$ \_\_\_\_\_

Upgrade pricing: FLT-N card \$ \_\_\_\_\_ each

Programming \$ \_\_\_\_\_

Installation \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

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**5.1 SIGNATURE PAGE**

**SIGNATURE PAGE**

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

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

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

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**APPENDIX A**

**Software Applications:**

Mailbox Manager 4.1  
OctelAccess V3.0  
[www.messenger](http://www.messenger) V1.1

**SN 11753**

VPMOD Serial # ..... 11753      Software Rel. .... Aria 03.10.09-1  
Network Serial # ..... 11753      System Type ..... 250  
Card 1 F Prom: 98.12 Disk: GE.02 Card 2 L FLT: NA. T1/E1: NA.  
Card 3 L FLT: NA. T1/E1: NA. Card 4 L FLT: NA. T1/E1: NA.  
Card 5 L FLT: NA. T1/E1: NA. Card 6 L FLT: NA. T1/E1: NA.  
Card 7 L FLT: NA. T1/E1: NA. Card 8 N Prom: 98.12  
Line Card Digitization Rate: B Telephone System Type: 1 - North American  
Boot Prom ..... 98.12 IPL Extension .... 20.32 FLT/DLC ..... 02.41  
Menus ..... 31.59 Termcap ..... 20.12 FLT/DSP ..... 01.00  
LAN Card/OS ..... 20.F3 LAN Card/APP ..... 99.01  
Operating System ..... 99.31.09 System Services ..... 99.31.07  
Trees ..... 99.31.03 System Manager ..... 99.31.07  
Purge Task ..... 99.31.03 Line Tasks ..... 99.31.09  
Integration Tasks ..... 99.31.01 X25 Operation ..... 99.31.01  
ACL Task ..... 99.31.03 ASA Task ..... 99.31.06  
ASA SUD Task ..... 99.31.05 IMSO Task ..... 99.31.04  
OET Task ..... 99.31.03 Background Task ..... 99.31.01  
System Bkup/Rstr ..... 99.31.01 LAN Card Router Task .... 99.31.01  
DN Mail Tasks ..... 99.31.01

**System Capacity Information**

	Authorized -----	Used ----
Mailboxes:		
Voice Messaging	1400	692
Application	N/A	571
Total Mailboxes Used:		1263
Licenses:		
Fax	1400	0
Client Access	1400	18

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**SN 48394**

VPMOD Serial # ..... 48394      Software Rel. .... Aria 03.10.09-1  
 Network Serial # ..... 48394      System Type ..... 250  
 Card 1 F Prom: 98.12 Disk: GE.02 Card 2 L FLT: NA. T1/E1: NA.  
 Card 3 L FLT: NA. T1/E1: NA. Card 4 L FLT: NA. T1/E1: NA.  
 Card 5 L FLT: NA. T1/E1: NA. Card 8 N Prom: 98.12  
 Line Card Digitization Rate: B Telephone System Type: 1 - North American  
 Boot Prom ..... 98.12 IPL Extension .... 20.32 FLT/DLC ..... 02.41  
 Menus ..... 31.59 Termcap .....20.12 FLT/DSP ..... 01.00  
 CVT\_ROM ..... 98.02 CVT ..... 02.21  
 VTIC\_ROM ..... 02.06 VTIC ..... N01.19  
 LAN Card/OS .... 20.F3 LAN Card/APP .... 99.01  
 Operating System ..... 99.31.09 System Services ..... 99.31.07  
 Trees ..... 99.31.03 System Manager ..... 99.31.07  
 Purge Task ..... 99.31.03 Line Tasks ..... 99.31.09  
 Integration Tasks ..... 99.31.01 X25 Operation .....99.31.01  
 ACL Task ..... 99.31.03 ASA Task ..... 99.31.06  
 ASA SUD Task ..... 99.31.05 IMSO Task ..... 99.31.04  
 OET Task ..... 99.31.03 Background Task ..... 99.31.01  
 System Bkup/Rstr ..... 99.31.01 LAN Card Router Task ... 99.31.01  
 DN Mail Tasks ..... 99.31.01

System Capacity Information

	Authorized -----	Used ----
Mailboxes:		
Voice Messaging	900	786
Application	N/A	389
Total Mailboxes Used:		1175
Licenses:		
Fax	900	4
Client Access	900	787

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**APPENDIX B**

**SERVICE CONTRACT  
(NAME OF CONTRACTOR)**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, 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 CONTRACTOR)** 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 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.

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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 nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. 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, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

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### 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 \$8.70 per hour with benefits or

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\$10.20 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, 2002 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.

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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.

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Peggy M. Haines (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Robert E. Guenzel (DATE)  
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: \_\_\_\_\_  
**(DEPARTMENT HEAD)** (DATE)

By: \_\_\_\_\_  
**(CONTRACTOR'S NAME)** (DATE)

APPROVED AS TO FORM:

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