

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6118

INMATE

TELECOMMUNICATIONS

SERVICES

FOR

WASHTENAW COUNTY

Prepared By:

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

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Purchasing Manager
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645

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REQUEST FOR PROPOSAL # 6118

December 15, 2003

Washtenaw County Purchasing Division on behalf of the Washtenaw Information and Technology Department is issuing a Sealed Request for Proposal (RFP) #6118 for Inmate Telecommunications Services.

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
P.O.Box 8645
Ann Arbor, MI. 48107**

by 2:00 p.m. on Thursday January 15, 2004

Contractors who wish to bid on this work **MUST** attend a **Contractor's Pre-Bid Conference at: 10:00 AM on Tuesday December 30, 2003 at the Washtenaw County Annex Building Large Conference Room located at 110 N. Fourth Ave, Ann Arbor, Michigan 48104.** Please be prompt as there will be questions answered at this meeting that are required for completion of your proposals.

This submission shall include the entire Request For Proposal document and any amendments if issued.

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

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6118".
- Please direct purchasing and procedural questions regarding this RFP to Robert Devault at (734) 222-6760.
- Please direct specific technical questions regarding this RFP to Steve Farat at (734) 222-6598.

Thank you for your interest.

**WASHTENAW COUNTY
INFORMATION & TECHNOLOGY SERVICES**

INTRODUCTION

Washtenaw County is soliciting bids for providing implementation and operation of a turnkey solution for inmate telephone service comprised of approximately 55 telephone locations. The selected Contractor will be responsible for complete logistical support, ongoing operation, and maintenance of Washtenaw County's inmate telecommunications services/system located at the Washtenaw County Detention Center, 2201 Hogback Road, Ann Arbor Michigan. The system will encompass both jail inmate telephone communications as well as inmate visitation telephone communications.

The successful contractor will be expected to coordinate with the incumbent to allow for an uninterrupted transition and implementation of new services.

1 PROPOSAL TERMS AND RFP INSTRUCTIONS

1. This bid will encompass service locations outlined in Appendix A. Washtenaw County reserves the right to modify the location listing as sites are added or vacated. Voice and data communications wiring at every location is to be included and is to be considered when responding to this bid.
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 and Section 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.

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.

2 TECHNOLOGY REQUIREMENTS

1. Ability to real-time monitor / record jail & visiting phones from the same administrative client computer. This ability must be provided from all designated user/client computers.
2. Ability to monitor / record previous jail & visiting phone conversations. Search and query of this information must be capable by PIN, date, time, number called, calling location or inmate name.
3. Ability to record any conversations to CD / DVD / Tape with universally accepted formats (.wav, MP3, etc).
4. Ability to block 3-way calls.
5. Ability to utilize PIN's and/or Calling Cards. PIN's should be able to be coordinated with designated internal Washtenaw County Sheriff Department numbers (such as IB numbers). The administering of PIN #'s and calling cards should not be labor intensive.
6. System must possess telephone number blocking capabilities, and should allow pre-approved numbers to be assigned to specific inmates.
7. Ability to have specific "Branding", to notify the caller the calls may be recorded.
8. Ability to provide 1 free one call upon initial arrest to increase the ability for inmates to bond out of jail. With "Branding", indicating that an account will have to be established for further calls from this facility.
9. Provide a confidential telephone "Snitch line". The ability for the inmate to discretely leave "snitch" information while using the telephone.
10. Provide for automatic real-time notification when an inmate is calling someone or being called.
11. Ability to identify #'s called when recording specific location
12. Ability to provide different levels of user access/security
13. Ability to readily access various user reports and system reports from any user/client computer given a specific level of security and access.
14. Access and system security must be portable from user/client PC and be based on user profile.

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15. Ability to monitor by name, pin #, telephone number, specific jail telephone, date/time, and target words.
16. All equipment provided must be new, in current production and considered to be state-of-the-art at the time of installation.
17. Upon completion of installation, Contractor must provide County with a list of telephone numbers, serial numbers, and locations of each unit.
18. Contractor must provide non-coin, collect call, inmate telephones composed of durable, tamper-free equipment suitable for a jail environment. Equipment must contain no removable parts.
19. Contractor must provide all materials and services related to this project for proper installation at no additional charge to the County. Contractor must describe the method of system installation. If County staff involvement is required, this must be clearly identified in the proposals to what extent County involvement will be required.
20. Contractor will provide a detailed project plan stating all tasks, milestones and target dates for the project.
21. The telephones must be line powered, requiring no AC power, backup batteries, and require no electricity to be run to telephones located in the cellblocks.
22. System must provide for automatic daily turn on and shut off at designated times, phone by phone, entire system and also include manual system shut off capabilities from designated County control rooms.
23. Service to equipment and system must be 24X7, 365 days per year without any additional cost to the County. **See Section 5.**
24. Adequate initial and on-going system on-site training must be provided for County personnel. **See Section 22**
25. System must not charge for unanswered or non-accepted calls.
26. System must provide call splitting to ensure inmates against message passing and the ability for inmate to leave message before leaving name.
27. Upon completion of call, line must return to primary dial tone to preclude inmates from placing unauthorized calls.
28. System must be able to provide system updates and additional features in a timely manner, as agreed upon by Contractor and County.
29. Bilingual synthesized voice (English/Spanish) must be utilized to instruct and assist the inmate and called party while placing a call.
30. Inmate phones must not be capable of receiving incoming calls.
31. System must not allow inmate to listen to the status of the call in progress for the acceptance and or denial by called party and must not allow inmate to communicate with the called party until the call has been accepted.
32. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate phone.

33. Call monitoring devices must be provided to allow a call to be audibly monitored and recorded where desired by County for knowledge of activities occurring during and or after phone use.
34. The proposed system must provide call detail reports for all calling activity to the County which will include at the minimum:
 - *Report showing inmate telephone number, date, time, PIN # (if applicable), number called, duration of call.
 - *Report showing "frequently called numbers" for all numbers called more than 5 times in a day.
 - *Report showing "common numbers called" for all numbers called by more than one inmate.
 - *Attempts made at calling restricted or blocked numbers.
35. The proposed system must have the capability to be a PIN based system. The PIN system must a follow designated areas to operate with or without PINS.
36. Washtenaw County prefers web-enabled, browser-independent applications.
37. System desk top clients must run on Windows XP.
38. System desktop clients must meet Windows XP application development standards and be able to run as a user, not requiring administrator rights.
39. Server side applications must be hosted on Microsoft Windows 2000 or above.
40. Database Engines allowable are Oracle (preferred) and SQL Server
41. Client must run the 32 bit Oracle Client, version 8.05 or higher and be able to coexist with the 16 bit Oracle client.
42. Maximum disk space that the client should occupy on the workstation should be less than 500 MB and require no more RAM than 256MB.
43. It is required that the application software be able to used in a WAN environment over network links ranging from T-1 to OC-3 SONET. Backbone network is based on an ATM. Moving out from the core layer 3 routing and switching is employed. Entire network is based on Nortel Networks Passport routing and switching technology.
44. If administration of multiple systems is required, it is requested that switching between such systems be seamless and require no re-configuration on the client or server side (i.e. No change of an IP address in an .ini file, etc.)
45. The application software must be able to communicate using IP version 4 through Ethernet segments ranging in configuration from 10M shared to 10/100 switched.
46. Application software must be optimized to minimize network traffic.

3 REQUIRED INFORMATION

All required information must be provided and attached as **Attachment A**.

1. Detail your company's history installing and maintaining structured wiring of the type employed by the County. Please provide total years in the communications business under the name stated on the Signature Page (at the end of the RFP.)

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- a. 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 installed and maintained the proposed equipment.
2. Detail your current staff. How many, what certifications are held, years experience, etc.
 - a. Does your company have on staff an RCDD certified cable engineer? If so, please state name(s), number of years holding this certification, and number of years employed with your company.
 - b. Does your company have on staff a certified project manager? If so, please state name(s), number of years holding this certification, and number of years employed with your company. If not, detail how large projects are managed; provide the name of the responsible party in your company.
3. 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.
4. Explain your process for service requests. How are they originated, tracked, updated, and closed (web, email, fax, phone)?
 - a. Indicate name, title, email address, and telephone number of the primary contact person for your service department.
 - b. 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.
 - c. 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.
5. State the address of your primary service location. (Location **should** be within a 50-mile radius of County sites.)
 - a. Indicate the address from which maintenance personnel would be dispatched, if different from above. (Location **must** be within a 50-mile radius of the installation sites.)
 - b. Indicate address of spare parts inventory, if different from above. (Location **must** be within a 50-mile radius of the installation sites.)
6. Detail the number of years and experience the Contractor has in the design, installation and testing of inmate telecommunications systems.
 - a. Provide four (4) references for which the Contractor has designed, installed, and is currently maintaining inmate telecommunications systems of equal or greater size than that maintained by the County. Provide company name, address, and contact name and phone number.
7. Familiarity with and demonstrated performance are required with regards to inmate telecommunications systems. List 3 locations with installed locations greater than 50 stations that your company has installed over the past two years. Provide name, contact, and phone number.
8. 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.

9. 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.
10. What is 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.
11. Detail manufacturer solutions provided. How many years experience does your company have with the solution? How many staff are certified on the solution? What is your warranty on the work performed?
12. Detail credits, refunds, or discounts given if service requests are not completed by scheduled due date.
13. Provide any additional information about your company that is relative to this RFP. Also provide details on any other services that you provide.
14. Indicate manufacturer and model of equipment & software being proposed.
15. Does your system provide for durable, tamper-free equipment suitable for a jail environment?
16. Give complete description of equipment offered including all functions available.
17. Describe in detail the function and purpose of each piece of equipment involved in handling calls either on premises or off premises including all options available.
18. Does the system have multiply layers of authorized system access? Is user and administrative access set at predetermined levels or can the customer control permissions on a per user basis? Explain.
19. Explain in detail the systems ability to be networked in both LAN and WAN environments.
20. Does the system have the ability to allow access to system monitoring and administration through PC based client software? Explain.
21. Does the system record and monitor visitation phones, if yes please explain, if no please provide in detail how you will provide this to the County.
22. Address power/electrical requirements for proposed system. Does system require electricity to run to cell blocks?
23. Is system both automatic and manual on and off?
24. Explain blocking process and indicate how many telephone numbers the system can block.
25. Explain service support. Can 24-hour service be provided? Is a toll free service hot line available? State location of technicians.
26. Indicate the physical size of any controlling equipment, if any, to be installed at the County, and where installation is recommended. Supply complete electrical and environmental specifications related to all equipment being proposed. **Attach response as Attachment B.**
27. Describe how calls to rotary phones are handled to ensure completion of all calls.
28. Describe the voice identification capabilities of the system.

29. Indicate how calls will be handled. Include step-by-step activity by the inmate. Include a description of the flow of the call and the purpose of each step. I.e. "To place a station-to-station collect call press two" (optional) "To place a debit call press three" (optional). Voice recognition is not an acceptable method for positive call acceptance.
30. Explain process to ensure that inmate cannot pass messages.
31. Explain reporting procedure. Can Contractor provide, within 24 hours, a complete list of all telephone numbers called from a given inmate telephone?
32. Are additions, future enhancements, and advancements in technology covered in the system? How are new features/enhancements loaded onto the system?
33. How much time will be required to complete installation of the service/system after contract award is made? Installation includes rendering the system completely operational and ready to use.
34. Describe in detail the procedures to request additions and deletions of equipment.
35. Can the proposed service/system be successfully demonstrated in similar environments to that of Washtenaw County? If yes, explain.
36. Address expansion capabilities if the County includes new facilities or additions.
37. Address how the system provides investigative tools for County personnel.
38. Describe how 3-way calls are handled.
39. Describe how the inmate will activate voice options. Are there limits to the number of synthesized voice languages that the proposed service/system can support? If so, where are the limits?
40. State how much time is allowed for inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination?
41. State what additional call reports are available to the County and provide samples copies of each report. Can the system provide ad hoc reporting to be run by the user?
42. State where the reports are generated and printed and how they will be delivered to the County?
43. State if the PIN feature can be employed by inmate telephones and operate independently of other inmate telephones in the proposed system. If yes, explain in detail how this is accomplished and how the inmate telephones not using the PIN feature will function.
44. State the minimum and maximum number of digits in each PIN and the flexibility of the number assignment.
45. State how the system automatically prevents the assignment of the same PIN to more than one inmate.
46. State if the system provides for an authorized inmate-calling database, which allows only approved numbers to be called by each inmate. State how many 10 digit numbers would be allowed each inmate and what is the cumulative maximum number of 10 digit assignments in the system.
47. State how numbers are entered into the authorized number database.

48. State if one inmate's PIN can be turned off, disallowing all calling by the inmate without affecting other inmate's ability to place calls. If yes, state how this is accomplished and how can automatic reinstatement of a restricted PIN be completed.
49. State if any other special calling restrictions are available which are associated with PIN, please describe in detail.
50. State when, by whom and via what data entry process is the PIN assignment, approved telephone number list and special restrictions implemented onto the system.
51. Describe the ability to perform remote system access as follows:
 - *Diagnostic testing and remote analysis
 - *Remote monitoring capabilities
 - *Service and maintenance
52. Describe method of connectivity for remote accessibility.
53. State who will carry local, intralata, interlata, and interstate calls.
54. Describe any alternative methods of calling for inmates. (E.g.: Debit and prepaid.)
55. If power is interrupted, state whether the inmate telephones will continue to operate as proposed. Will Contractor provide a UPS system? If so, provide specifications and indicate "up" time.
56. Identify the feature/function which is implemented locally (on-site) and which feature/function is remotely programmable.
57. How will software updating be accomplished? Will this be done remotely or will someone be on-site?
58. Describe the process for on-site training of County personnel.
59. At what time does the billing for an inmate call begin:
 - *When inmate dials number?
 - *When the proposed system dials desired number?
 - *When called party answers?
 - *When called party accepts call?
60. Describe the real-time call monitoring process. How will alarms and printed information be provided?
61. Describe any additional services; technical features or options that you feel are relevant to this RFP.
62. Describe billing and collection process based on the following criteria:
 - *How are calls billed and who will be your billing company?
 - *Explain the billing process for collecting, rating, sorting, distributing, and billing of the calls.
 - *What types of payment options are available to the called party?

*Describe the process for customer service inquiries and hours of availability.

*Provide statistical data regarding the customer service process per month, etc.

63. Contractor must have personnel to handle citizen requests. Describe procedures for handling customer complaints, refund requests, and blocking of requested telephone numbers. Also state what company, if not your own, will provide these services. If not your own company, please identify the Service Level Agreements you have in place with the providing company.
64. State the maximum number of inmate phones the system can operate as equipped at installation and the maximum limitation of the system.
65. Describe how calls are processed by the automated operator for station to station calls in step-by-step, inmate centralized system interaction manner.
67. State and describe if the proposed system has a method to divert or redirect inmate calls in the event of a processor or system failure.
68. Documentation of security features/methods utilized is required in detail, as is required with regard to documentation of all aspects and components of the project. **Attach response as Attachment C.**

4 FINANCIAL DATA

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

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.

5 RESPONSE TIME, SERVICE AND REPAIR CLASSIFICATIONS

1. Normal business hours will be from 8:00 am to 5:00 pm Monday through Friday.
2. **Non-urgent** requests will be serviced at the regular hourly rate, with any overtime work done at the County's discretion and approved by the County's designated representative.
 - a. All non-urgent requests must be scheduled NLT five **(5) business days** from the request origination date. The County's expectation is that the Contractor will assign the very soonest due date available. Requests should be worked on until complete, unless other arrangements have been made with the ITS project manager.
3. **Urgent** requests will be serviced at the regular hourly rate, with any overtime work done at the County's discretion and approved by the County's designated representative.
 - a. Urgent request scheduling must be coordinated between the Contractor's service representative and the Washtenaw County Sheriff Department point of contact and must be completed within **24 hours**. Contractor must indicate whether additional charges are assessed (see section 3) for an urgent request.
4. **Critical/Emergency** service must be available on a 24 hour a day, 7 days a week basis. The number of persons who can declare an emergency condition will be limited and their names or titles will be mutually agreed upon by the County and the Contractor.

- a. **Critical/Emergency** requests must be responded to within two (2) hours.
5. Service and support must be guaranteed for the duration of the Contract period. The Contractor must assume responsibility for all equipment and software defects for the entire duration of the contract. The Contractor must ensure that services are free from defects and must correct all problems associated with the hardware or software at no cost to the County. The Contractor will assume the responsibility and liability for faulty hardware, software and or fraudulent use of the equipment.

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.

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.

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.

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.

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.

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.

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 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

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.

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.

14 APPLICABLE CODES

The following list of codes and regulations establish the minimum requirements applied to work done at the County. Where the specifications or plans exceed the applicable code, the specifications and plans shall be followed.

- BOCA Basic Building Code
- NFPA National Fire Code
- National Electrical Code (NEC Code)
- State of Michigan Plumbing Code
- State of Michigan Elevator Law
- State of Michigan Occupational Safety Standards Act
- State of Michigan Energy Code
- TIA/EIA-568
- TIA/EIA-569

15 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 one (1) additional year 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.

16 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 A**.

17 VOICE CABLE AND DISTRIBUTION CABLE

1. The installation of all premises, distribution, cross connect, patch, backbone and horizontal wiring are to comply with all local code authority and the following EIA/TIA and ANSI specifications and or standards:

ANSI/EIA/TIA 568-A Standard, Commercial Building Telecommunications Wiring Standard
EIA/TIA 569 Standard, Commercial Building Standards for Telecommunications Pathways and Spaces.
ANSI/ICEA S-83-596-1988, Standard For Fiber Optic Premises Distribution Cable
2. All premises wiring required to complete installation of the services requested in this RFP will be the responsibility of the Contractor. Premise wiring is defined as intra- and inter-building data and voice wiring necessary for the project. This includes fiber patches and data patch connections.
3. Manufacturers Material Specification sheets are required for all installation materials used in this bid. This includes cable (fiber & copper), jacks, connecting arrangements and termination devices. This material is to be attached as **Attachment E** to the balance of the response.
4. All cabling must be designed for the purpose as outlined in article 800 of the NEC code. Contractor is to determine the proper use of either PVC or Teflon conductor insulation depending on the air handling requirements of the building or as applicable wiring and building codes require. All voice and data wiring must be band striped with the color of the mating insulated conductor of the assemble pair. Telephone industry standard 10 basic color code is to be used. Conductors will be twisted into pairs and assembled into a cylindrical core. Cables having more than 25 pairs will be coded into industry standard 25 pair color groups being bound with a unique color binder.

5. All wiring and termination materials employed in the installation of this system must fully comply with all applicable requirements under FCC Part 68 subpart J and be recognized or listed by a national recognized testing laboratory (NRTL).
6. All new wiring in common areas or office environments must be enclosed in metal raceway (i.e., wire mold) or EMT conduit when locations are not provided or served via already provided in wall voice & data conduit and electrical boxes.
7. All new voice station runs are to be plenum 4 pair twisted cable terminated on Certified Category 5E RJ45 8 position jacks.

Cable type: Twisted four (4) pair, unshielded (UTP).
UL Style: CMR, CM, CMP
AWG: Min. 24 AWG
Composition: Solid
Nominal Impedance (ohms): 100
Nominal Capacitance (pf/ft): 16-18
Preferred Vendor: Belden, Berktec

8. All new station data runs are to be plenum 4 pair twisted cable terminated on Certified Category 5E RJ45 8 position jacks.

Cable type: Twisted four (4) pair, unshielded (UTP).
UL Style: CMR, CM, CMP
AWG: Min. 24 AWG
Composition: Solid
Nominal Impedance (ohms): 100
Nominal Capacitance (pf/ft): 16-18
Preferred Vendor: Belden, Berktec

18 FIBER OPTIC CABLE

1. Fiber cable to be supplied is to be single-mode, multi-mode, or hybrid 62.5/125 micron, 850nm. Preferred manufacturers for this product are: Siecior, ADC Telecommunications, AT&T, 3M, Berktec.
2. All fiber optic cables and connection means are to be designed and manufactured to all applicable ANSI/EIA/TIA specifications.
3. End connections for fiber cable must be ST. Station end termination may be either ST or SC depending on design designation.

19 VOICE AND DATA TERMINATIONS

1. Voice and Data station side termination's are to be made on standard single Category 5E RJ-45 8 position jack with a minimum of 50 micro inches of gold surface plating on the contact wires and plugs. The County currently employs Leviton Quick Port Snap Modules. **Wiring standard for Category 5E wiring termination is T568B.**
2. Data modular jack housings are to be orange in color, flush mount and is to be located on the same face plate as the voice termination whenever possible.
3. Equipment room MDF and IDF terminations for voice applications are to be made on appropriate 66 or 110 type termination blocks and associated mounting brackets and hardware specifically designed for the purpose. The use and or combination of cable trays, backboards, wall frames, and stand-alone frames will be utilized in providing a logical and

proper layout to equipment spaces and IDF locations. Preferred manufacturers of frame equipment: Homaco, Northern Telecom, CPI Dracon, Leviton.

20 INSTALLATION

1. The Contractor will coordinate with the County as to any interruption to existing voice and/or data 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. Wiring to all outlets to run above the ceiling shall be fastened to the building structure at eight (8) foot intervals through the combined use of, but not limited to, J hooks, beam clamps, D-rings, and hangers. **At no time are voice or data drops/homeruns to be directly tie-wrapped to the building structure above ceiling without the use of cable supports.** Cabling above ceiling shall be sectioned off, bundled and Velcro tied, and routed back to intermediate or master wiring closets using a star configuration. All wiring shall run continuously from the outlet to the wiring closet without breaks or splices. Cable supports shall be employed every eight (8) feet. **Cable supports (J hooks, D-Rings, hangers etc.) shall be sized 50% larger than needed to allow for future growth.**
6. 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.
7. All boxes, equipment, and cable shall be firmly secured in place. Boxes, jacks and blocks shall be plumb and square. Consideration **must** be given for overall aesthetic factors. **Sample installation diagrams and layouts are to be followed at all times. Deviations due to design and or building structural considerations must be cleared with ITS project manager.**
8. Any new or replacement premise wiring shall be clearly labeled. The Contractor and County will work to design a structured method of designating all cabling involved with the project.
9. The Contractor will observe all applicable departmental safety and security regulations established.
10. The Contractor must promptly correct all defects for which the Contractor is responsible.

11. 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.
12. 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.
13. The Contractor will obtain the ITS Project Manager's permission before cutting into or through any part of the building structure such as beams, girders, concrete, or tile floors, partitions and ceilings. The Contractor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition.
14. The Contractor will coordinate all work with the ITS Project Manager.
15. Cable pulling tension shall not exceed 110N (25lbf) for UTP horizontal four pair cables.
16. Installed bend radius shall not exceed four (4) times the outer cable diameter for horizontal UTP cables, ten (10) times the outer cable diameter for multi-pair backbone UTP cable.
17. Installed bend radius shall not exceed fifteen (15) times the outer diameter of the fiber cable being installed, or minimum bend radius as specified per manufacturers installation specifications. Minimum bend radius is to be maintained at all times.
18. Optical fiber connecting hardware shall be installed to provide well-organized installation and cable management and always in accordance with manufacturers guidelines.
19. Core boring set up is to be handled in such a way as to minimize interference with daily operations and with minimal impact to the work environment.
20. A temporary structure/enclosure is to be erected to contain all indoor core-boring locations. Cleanup of debris related to boring is the responsibility of the contractor. Work area is to be cleaned and returned to an as found condition. This will include but not be limited to water control and abatement, floor washing, vacuuming, carpet cleaning, furniture dusting, furniture cleaning and furniture washing by a professional cleaning service as needed.
21. Fiber optic cable service loops are to be provided at all fiber termination points. Wiring closet loops are to be a minimum of 15ft. End termination or main termination point loop is to be a minimum of 30ft.
22. Category 5 horizontal cabling shall have a minimum two (2) foot service loop for each cable prior to conduit/wall feed at station location. Service loop is to be neatly dressed and secured.
23. Category 5 patch panel terminations are to maintain cable jacket and twist a minimum of one half inch from point of termination. End station terminations are to maintain cable jacket and twist up to the edge of the jack housing. Dust caps must always be used to provide pair protection and strain relief.
24. All indoor/outdoor splices and distribution must be enclosed in an enclosure designed for the purpose and able to provide maximum protection to splices and protection from environmental effects.
25. All splices must be impervious to environmental effects and mechanical shock.
26. Splice trays must protect all fiber splices.
27. All inside distribution and outside plant fiber cabling must be strain relieved to hinder the possibility of breakage and connection failure.

28. **The use of inner duct is mandatory in ALL situations.** Buried or aerial fiber optic cable must be approved and designed to specific standards intended for aerial or buried application. In general, all fiber must run in inner duct to its termination point (fiber patch panel).
29. County may elect also to implement other changes of its own accord. Should County elect to make its own changes, County shall assume responsibility for the operation integrity of the structured wiring as it is directly affected by such changes by County. Upon request, the Contractor shall research all reported physical installation & performance problems or errors and correct them to the County's satisfaction. If the problem or error resulted from design changes made by County, the charge for correction shall be computed using the rates for standard T & M charges as requested in this bid.

21 SYSTEM TESTING AND ACCEPTANCE

1. Inspection of the installed systems shall be made by the staff of Information and Technology Services (ITS). If items from the bid have been omitted or need changing as per requirements stated herein, they shall be noted in a deviation list. This deviation list will be given to the Contractor who is expected to complete all items within the time specified by ITS. Prior to any payment being due thereunder, the system must be delivered, installed and accepted by ITS, as stated herein. The acceptance criteria shall include, but not be limited to the following:
2. Installation and functional operation of wire, cable, raceway, control units, station equipment and peripheral equipment must be completed.
3. Successful implementation, installation and of all required telecommunications services and calling patterns.
4. The County will make inspection as it deems necessary when notified by the Contractor that the equipment/software, or any part thereof, is ready for acceptance.
5. After cutover of any portion of the system, the Contractor shall conduct acceptance tests consistent with factory system performance specifications to be supplied with the system prior to installation. Customer may also add to the system test regimen based upon features and operations specified at the time of system design.
6. Performance and reliability tests shall be conducted, demonstrating acceptable performance over a full thirty (30) day period after cutover.
7. Successful testing by the Contractor with written report of results to ITS of all consoles and station equipment incorporating the full range of feature and class of service assigned to each line.
8. Completion of training as detailed in **Section 22, TRAINING**.
9. Implementation of any and all deviation/punch list items which may result from inspections by the ITS department must be completed.
10. Written certification signed by an authorized representative of the Contractor indicating the satisfactory completion of the above outlined items.
11. The Contractor must deliver two (2) sets of installation documentation. This includes all wiring system components, graphical representation of network design and performance and quality test results.

12. Acceptance of the system shall be granted after all equipment has passed the tests required in the RFP, and has been in operation thirty (30) consecutive days without failure and proper system training as outlined in the bid. The event of a failure, the County reserves the right to extend the acceptance date until a time the installation complies with the thirty (30) day fault free requirement.
13. Following verification by ITS that the installation conforms to all the requirements stated herein, and that the system is 100% operational, a letter of acceptance will be issued to the Contractor.

22 TRAINING

1. Proper training is essential to the successful installation of the new telecommunications system. The Bidder shall provide, prior to cutover, initial training and adequate training aids in the use of the equipment for users and administrators. The cost of this initial training must be included in the bid price.
2. The Contractor shall provide a detailed training plan outlining class content, structure, and goals. Training is to be provided in a phased approach and coordinated with the voice processing provider if different than the supplier of the service or system.
3. Sample user documentation and training materials are required. Please include this material and attach as **Attachment F**.
4. The County performs shift work at Sheriff Department. The Contractor is expected to be flexible and work with overall project management in training individuals working non standard (8:00 am to 5:00 PM) hours.
5. The County estimates that 30 users will require system operation and monitoring training. Training sessions shall be conducted in facilities provided by County. User training sessions shall not exceed 10 trainees and shall not be shorter than 1 hour per group.
6. Pre-cutover training classes will be held in a separate room with demonstration sets installed at the Contractors expense.
7. User training shall be specialized based upon the type of system, features and applications requested/quoted. The Contractor will provide documentation and training materials unique to this training and describe in what way the training will be differentiated from normal user training.
8. Four (4) employees will require complete system administration training which is to be comprehensive and not to be considered general user training.
9. Training shall be of a "hands-on" nature, using live equipment.
10. It is estimated that fifteen (15) people will require training on the use of the systems general features.
11. Administrative and user training is to be hands on in nature, using live equipment. Initial training the day of the cut over or after installation of the equipment is prohibited. The Contractor will provide real-time input and supervision for personnel when the system is made operational and live to the public.
12. Pre installation training shall commence at least two (2) weeks prior to system cutover.
13. For cutover day, the Contractor will provide a trainer for the program change operator who will stay at the consoles for the three (3) days of operation.

14. The Contractor is to provide 30 hours of on site post cut training support to be scheduled as needed by the customer. Unused training hours are to be banked and held for future use. The cost of this support is to be included in the cost of the system.

23 CATEGORY 5 WIRE TESTING

The following tests shall be run on all installed Category 5 cables:

Testing shall be end-to-end, wiring block or patch panel to jack including patch cables. (Total run length not to exceed 316ft; with patch cables 328ft).

- Length test. All four pairs are to be documented.
- NEXT. Limit: 27.1dB or greater @ 100Mhz
- Attenuation. Limit: 24.0 dB or less @100Mhz
- Wire Map. (Test must include open pairs, shorts, and crossed pairs)
- Auto Test. (If auto test employed it must encompass all tests listed previously at a minimum)

For multiple cables, test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable port location (building, closet etc.) and all requested test data for the run.

24 62.5 MULTI MODE FIBER TESTING

The following tests shall be run on **all** installed fiber strands:

Testing is to be end to end with all terminations and splices involved for each strand tested.

- OTDR, Both directions. Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable detailing cable port, location (building, closet etc.) length and attenuation in dB. Additionally, each test is to include a graphical representation of the test, measurement results, and cable information and set up parameters.
- **End-to-End testing loss is not to exceed .5 dB for all installed fiber. Testing is to include all splices and end terminations.**

25 SYSTEM PRICING

1. Fees and commissions to the County must be paid based on all gross billed revenue regardless of collectable status. "Gross" revenue excludes any reductions for factoring charges for fraudulent and uncollectibles.

2. Fees and commissions must be paid monthly and must be accompanied by a County fee and commission report which must include the following information:

* Date of report and time period covered.

*Total billed revenue local, intralata and interlata by inmate telephone.

3. Identify all revenue proposed to Washtenaw County. Provide the County with an estimated fee of the monthly gross revenue. This fee should be computed based upon all revenue generated by each location (This is made up of local, interlata, intralata, and interstate calls).

4. Provide total system installation, labor, and component pricing as proposed for this bid. Include a complete schedule of systems components and their unit costs. Costs are to show unit, extended and total costs overall.

26 SOFTWARE UPDATES

- 1 Outline the Vendors process for handling software and hardware changes. Include the cost of software and hardware updates, whether there is an annual maintenance fee or user's fee for software that is NOT included in the maintenance price, how are customers notified of changes, and whether the customer can skip software updates and what effect this may have on the maintenance contract.

27 TIME AND LABOR COSTS FOR MOVES ADDS AND CHANGES

Please provide pricing for the following items.

- | | | | |
|----|--|-----------|-----------------|
| 1 | System software updates (Include Labor & Software) | | \$ _____ |
| 2 | Charge for post installation application development. (On Site Per Hour) | | \$ _____ |
| 3 | Charge for post installation user training (Per Hour) | | \$ _____ |
| 4 | Charge for post installation system administration training (Per Hour) | | \$ _____ |
| 5 | Minimum Labor charge | Per _____ | \$ _____ |
| 6 | Additional Labor (Specify billing increments) | Per _____ | \$ _____ |
| 7 | Minimum Overtime labor charge | Per _____ | \$ _____ |
| 8 | Additional Overtime Labor Charge | Per _____ | \$ _____ |
| 9 | Post on-site technical support (Per hour) | | \$ _____ |
| 10 | Post installation user training (Per hour) | | \$ _____ |
| 11 | Application development support (Per hour) | | \$ _____ |
| 12 | Minimum Remote Diagnostics Charge (Per Hour) | | \$ _____ |
| 13 | Additional Remote Diagnostics Labor | Per _____ | \$ _____ |
| 14 | Cost of Vendors Hot Swap Program for replacement parts. | | \$ _____ |
| 15 | Cost of Manufacturers Hot Swap Program for replacement parts. | | \$ _____ |
| 16 | Overtime charge begins _____ and ends _____ | | M, Tu, W, Th, F |
| 17 | Overtime charge begins _____ and ends _____ | | Sat, Sun |
| 18 | Travel Time | | |

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

29 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.

RFP #6118 INMATE TELECOMMUNICATIONS SERVICES

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.

APPENDIX A

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.

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.

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 \$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.

ARTICLE XIII - EQUAL ACCESS

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

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XV - ASSIGNS AND SUCCESSORS

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

ARTICLE XVI - TERMINATION OF CONTRACT

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

ARTICLE XVII - PAYROLL TAXES

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

ARTICLE XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XX - CHOICE OF LAW AND FORUM

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

ARTICLE XXI - EXTENT OF CONTRACT

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

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