

BIDDERS COMPANY NAME

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# REQUEST FOR PROPOSAL

## # 6544

# JAIL MANAGEMENT SYSTEM

## FOR

# WASHTENAW COUNTY

# SHERIFF'S OFFICE

Prepared by:

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

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Purchasing Manager  
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**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 # 6544**

June 3, 2010

Washtenaw County Purchasing Division on behalf of the Washtenaw County Sheriff's Office is issuing a Request for Proposal (RFP) #6544 for a Jail Management System.

**Sealed Proposals:** Contractor will deliver one (1) original and **eight (8)** copies to the following address:

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

**by 2:00 p.m. on Wednesday, June 23, 2010**

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

- The envelope should be clearly marked "**SEALED RFP # 6544**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760** or [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org)
- Please direct technical questions regarding this RFP to Brenda Kerr at [kerrb@ewashtenaw.org](mailto:kerrb@ewashtenaw.org)
- Please direct functional questions regarding this RFP to Rick Kaledas at [kaledasr@ewashtenaw.org](mailto:kaledasr@ewashtenaw.org)

Thank you for your interest.

## PROPOSAL INFORMATION

Definitions	“Bidder”	an individual or business submitting a bid to Washtenaw County
	“Contractor”	one who contracts to perform services in accordance with a contract
	“County”	Washtenaw County, government

## PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP’s may be adjusted to allow for revisions. To be considered, **nine copies (9)**, the **original and eight (8) copies**, must be at the County Administration Building on or before the date specified.
- E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
- F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County vendor. The County shall

have sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

## **I. STATEMENT OF INTENT**

The Washtenaw County Sheriff Office (WCSO) and the County of Washtenaw put forth this Request for Proposal for a provider of software and services for a Jail Management software solution for the existing and new county jail in Washtenaw County, MI.

The proposed solution involves the replacement of the New World system with a packaged solution that is configured and customized to meet the WCSO's needs.

Please carefully review this document. It provides information necessary to aid participating bidders in formulating a thorough response.

### ***Bidding Process***

1. The following is a schedule of events for the bid process:

Distribution of packets	Wednesday, June 2, 2010
Bid proposals due	Wednesday, June 23, 2010
Expected notification of award	Friday, August 6, 2010

2. A complete original proposal and eight (8) copies of the original for a total of nine (9) bid proposals are due no later than June 23, 2010 at 2:00 pm to:

County of Washtenaw  
Purchasing Division  
220 North Main St., Room B-35  
Ann Arbor, MI 48107

3. The proposal shall be placed in a sealed envelope and clearly marked: **\*\*County of Washtenaw Jail Management System Response – RFP # 6544.**
4. The signature page, included in ATTACHMENT 1, shall be completed and returned with your proposal. Proposals must be signed in ink, by an official authorized to bind the bidder to its provisions.
5. The bidder shall be responsible for the timely delivery of any response. Proposals received after the submission date will be considered void and unacceptable. Washtenaw County is not responsible for lateness of mail, carrier, etc., and the date stamp in the Purchasing Division shall be the official date and time of receipt.
6. Faxed or emailed proposals will not be accepted.
7. There will be no distribution of proposals made until the Washtenaw County Sheriff, in conjunction with the County and the successful vendor, have executed a contract.
8. All proposals must remain valid for at least one year from the date of submission.
9. All bidders who submit proposals may be required to make oral presentations. These presentations will provide an opportunity for bidders to clarify their proposals, as well as provide a forum for discussion.

***Contact Personnel***

This Request for Proposal (RFP) is issued by the County of Washtenaw. The point of contact regarding proposal procedures is:

Robert G. Devault, C.P.M.  
Purchasing Division  
County of Washtenaw, 220 N. Main St. Room B-35  
P.O. Box 8645  
Ann Arbor, MI 48107  
email: [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org)

Any requests for clarification and/or additional information shall be directed to the project team:

***Functional Requirements***

Commander Rick Kaledas  
[kaledasr@ewashtenaw.org](mailto:kaledasr@ewashtenaw.org)

***Technical Requirements***

Brenda Kerr  
[kerrb@ewashtenaw.org](mailto:kerrb@ewashtenaw.org)

***Reservation of Rights***

The Washtenaw County Sheriff and the County of Washtenaw reserve the right to reject any and all proposals, to award the contract to other than the low proposal, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and to make an award in the manner as determined to be in the Washtenaw County Sheriff and County of Washtenaw’s best interest.

***Changes and Addenda to Bid Documents***

Each change and addendum issued in relation to the RFP will be on file in the Purchasing Division, posted on the Michigan Inter-governmental Trade Network Purchasing System (MITN) at [www.govbids.com](http://www.govbids.com), and emailed to each bidder to whom the original RFP was sent. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

***Award***

A Review Committee consisting of, but not limited to, members of the Washtenaw County Sheriff Office and the Information Technology division will be formed.

The Review Committee will review and consistently evaluate proposals based upon, but not limited to, the following:

- Conformance with the minimum requirements.
- Conformance with RFP guidelines and submittal requirements.
- Qualifications of staff.
- Prior experience.
- Prior data conversion experience.
- Solution provider references.
- Solution provider strength and stability.
- Solution provider current and projected commitments.
- Project management plan.
- Risk management plan.
- Proposed project staff.

- Conflict of interest.
- Data conversion plan.
- Implementation plan.
- Test plans
- Training plan.
- System documentation.
- Maintenance and support plan.
- Responses to functional requirements.
- Responses to technical requirements.
- Level of customization required.
- Site visits (if deemed necessary by the Review Committee).
- Compatibility with the County's desired terms and conditions.
- Solution provider interviews.
- Performance at solution provider demonstrations.
- Cost.
- Commitment to sign the County's standard contract – a copy of which is attached in ATTACHMENT 2 – without any modifications

All prices shall be quoted in U.S. dollars. Unless bidder specifically notes otherwise, any and all quoted prices will be firm and will be valid for one year from the submission date.

The Washtenaw County Sheriff, in conjunction with the County, may make a determination that the rejection of all proposals is in its best interest.

The successful bidder shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the Washtenaw County Sheriff, in conjunction with the County.

The successful bidder will perform all services indicated in the bid packet and in the negotiated contract.

### ***Cost of Developing Proposal***

The bidder shall be responsible for all costs incurred in the development and submission of this response. The Washtenaw County Sheriff and the County of Washtenaw assume no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists.

### ***Proposal Ownership***

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the Washtenaw County Sheriff and the County of Washtenaw and will not be returned to the bidder.

### ***Confidentiality***

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the bidder submitted as part of the proposal or otherwise, shall become the property of the Washtenaw County Sheriff and the County of Washtenaw.

### ***Withdrawal of Proposal***

Proposals may be withdrawn in writing or in person by a bidder, or a bidder's authorized representative, provided their identity is made known, but only if the withdrawal is made prior to the stated bid deadline. In case of error by the bidder in making a bid, the Washtenaw County Sheriff and the County of Washtenaw may, by discretion,

reject such a proposal upon presentation of a letter by the bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

***Equal Employment Opportunity***

The Washtenaw County Sheriff and the County of Washtenaw are committed to prohibiting discrimination in employment on the basis of race, color, sex, age, religion, national origin, veteran status, citizenship, height, weight, marital status, or handicap. These factors will not be improperly considered in recruitment, examination, appointment, training, promotion, retention, salary determination, discipline, or any other conditions of employment.

Bidders and their subcontractors, as required by law, shall not discriminate against any employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, veteran status, marital status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of a Contract.

***Insurance Requirements***

Prior to contract commencement, the successful Contractor shall deposit with Washtenaw County a certificate from an insurer to the effect that the insurance policies required in Article VII of the standard County contract in ATTACHMENT 2 have been issued to the vendor.

**II. PURPOSE**

The Washtenaw County Sheriff's Office (WCSO) has determined that a fully integrated, intranet web-based Jail Management system is preferred. If a system is not web-based there must be a method to update each workstation without requiring administrative rights on the PC. The County standard is a fully managed desktop and users do not have administrative privileges.

The system must utilize standard data and image formats and utilize Microsoft SQL Server 2005 (or newer) or Oracle 10g (or newer). Users will have full functionality to the system using currently installed Microsoft Windows XP via Internet Explorer Version 7.0 or newer. The database must be fully searchable in any data field or combination of fields, and the system must be capable of generating and saving commonly used "standard reports" provided with the software, as well as "ad hoc" reports generated as needed by the Agency. All reports must be able to be displayed, saved, and/or printed.

The successful bidder must provide an unlimited site license to the system and all subsequent software applications purchased.

The database, data, images, and all other information contained therein will be the exclusive property of the County, and must NOT be encrypted or otherwise stored in any fashion that prevents the County from complete access to the data.

Additionally, acquisition of core hardware components, such as application server and database equipment, may be included in the scope of procurement. Prospective proposers are required to include hardware as a component of the proposed solution. However, the County may choose to purchase the hardware separately through established contracts.

More specific requirements are contained throughout this RFP.

***Services***

At a minimum services performed must include:

- Project planning, management, and reporting, including the development and presentation of:
  - An integrated and current project management plan.
  - A data conversion plan.
  - A training plan.
  - A test plan.
  - Configuration of the proposed JMS to meet or exceed the requirements outlined in this document.
  - Identification of jail procedures to successfully implement the JMS in a manner that is cost-effective for the County.
- Development of interfaces to connect the JMS to the following systems currently used by WCSO:

<b>System</b>	<b>Description</b>	<b>Direction</b>
<b>Live-Scan Fingerprint System</b>	Identix	Bidirectional
<b>Jail Mug Shot Photo System</b>	PictureLink	One way from PictureLink – start booking process in PictureLink and transfer data to JMS
<b>Classification System</b>	NorthPointe	Bidirectional – inmate data goes into NorthPointe and the classification comes back to the JMS
<b>LEIN NCIC System</b>	Talon (by Core Technology)	One way to Talon – Initiate a Talon search from the JMS
<b>Inmate Phone System</b>	Securus	Bidirectional – inmate information to Securus, billing information from Securus to the JMS
<b>Commissary System</b>	ActFAS	Bidirectional – inmate information to ActFAS, billing information from ActFAS to the JMS
<b>Victim Notification System</b>	MCVNN	One way to MCVNN

- Training of staff members that will result in their proficiency in the operation of the proposed JMS. Although the County understands that some end-user training will be necessary, the County wishes to adopt a train-the-trainer method. The County is seeking vendor input on how best to accomplish this approach.
  - Jail staff and management

- Sheriff's Office and IT technical staff administering the system
- Preparation and delivery of documentation of the County's implementation of the JMS, including:
  - System operating instructions.
  - Procedures.
  - Training.
  - Test scripts.
  - Test results.
- Data conversion from the New World system into the new JMS. The data conversion plan should include best practice information from the vendor regarding conversion of active and historic data.
- Testing of the JMS as configured to meet the WCSO requirements.
  - Support of:
  - Acceptance testing.
  - Data conversion validation.
  - System cutover.
  - Post implementation operations.
- Ongoing Support
  - Preventive maintenance.
  - Remedial maintenance.
  - Help desk support.

### **III. Current Business and Technical Environments**

The WCSO current business and technical environments are as follows:

#### ***Current Business Environment***

The WCSO jail environment consists of one facility with a total rated capacity of 444 inmates. The facility is nearing the end of a renovation project that includes an increase in available beds along with a new Intake and Release Center. The Washtenaw County Sheriff's Office supports effective inmate behavior management within the facility as well as a systemic approach to offender management.

#### ***Current Technical Environment***

Outside of paper-based processes and external databases, New World is the core JMS for the WCSO. The New World application currently resides on an IBM AS/400 using a DB2 database management system (DBMS).

The main New World data tables and their record counts are detailed below.

Table	Num Rows
Booking Master File	123,730
Booking/Release History Log	129,225
Inmate Booking Classification File	155,465
Housing Assignment Master - includes WC Jail beds and beds located in other jail/medical facilities	1,654
Housing Assignment History Log	350,330
Housed For other ORI Log	34,845
Common Jacket Master File – <b>includes</b> records for all persons in any NWS module including Jail, Police Records, CAD	663,335
Jacket Additional Characteristics File	568,915
Global Address Master	1,276,495
Global Charges File	559,485
Booking/Courts Supplemental Charges File	204,980
Enhanced Court Tracking - Court Information	298,560
Booking/Courts Jail Time Sentence File	53,535

### ***Washtenaw County Environment***

The jail technology environment is a combination of the County’s infrastructure and partner agency tools. This subsection describes the County’s technologies and direction.

Washtenaw County provides its own application and network layer support. The technology environment includes:

*Hardware* – Intel-based architecture. In addition, Washtenaw County seeks to virtualize the MS Windows server environment with VMware.

*Operating Systems* – MS Windows XP for desktops and MS Windows 2003 and 2008 for servers.

*DBMS* – SQL Server 2005 and 2008, and Oracle 10.2.04 and 11g.

**Finally, Washtenaw County uses MS Office 2007 as the primary office automation tools.**

### ***Information Security***

Another element of the jail’s current technology environment is the security layer. The overall network is flat local area network (LAN) topology secured with encrypted connections to all remote and partner locations. The topology is straightforward and secure with firewalls at each connection point. It is implemented on mainstream networking equipment and will provide the reliability necessary for the JMS.

The primary user authentication solution is MS Active Directory, implemented throughout WCSO. The environment, as noted above, is a Windows environment, so common user provisioning and support is handled through the Active Directory for all JMS services.

## **IV. PROPOSAL FORMAT**

The County requires responses in four distinct sections as follows:

- Management Response
- Functional Response
- Technical Response
- Cost Response

All proposals must be placed in a single binder with tabs delineating each section.

### ***Management Response***

Responders must follow the outline below for the Management Response section of the overall proposal.

- Cover Letter – including full name, address, and telephone number of the submitting organization, firm background, ownership, state of incorporation, and number of full-time employees on January 1, 2010. Also include number of employees for the past three years or for the duration that the firm has been in business, whichever is less. Identify, and provide contact information for, the person authorized to contractually obligate the organization and the person authorized to negotiate the contract on behalf of the organization, as well as the person to be contacted for clarifications.
- Table of Contents
- Prior Experience – include information on the number of implementations performed in the last three years. Also detail experience interfacing with other applications.
- Solution Provider references – provide three references from current or past clients that have implemented, or are implementing, the solution provider's core JMS application (APPENDIX A). The County will call the solution provider references to confirm information. The County reserves the right to contact any current or past clients to properly assess the solution provider and its JMS application.
- Solution Provider Strength and Stability Form (APPENDIX B)
- Exceptions to Requirements of the RFP
- Exceptions to the terms of the Washtenaw County Sample Contract (ATTACHMENT 2)
- Project Management Methodology – project management techniques, risk management planning, issue management approaches, QA process, status reporting, meeting facilitation and staffing should be included in this discussion.
- Proposed Project Staff
- Prior DB2 Data Conversion Experience
- Data Conversion Plan

- Implementation Plan – provide a proposed implementation schedule with project tasks and milestones.
- Test Plans – outline the process for creation and implementation of test plans
- Training Plan
- Maintenance and Support Plan

***Functional Response***

Vendors must complete the tables below in full. All application questions must be answered to indicate if your current system can provide the requested functionality. For each feature or function row the vendor must respond in the appropriate columns.

**Response**

“Y” indicates application has the feature and fully meets the functional requirement.

“N” indicates application does not have the feature and does not meet functional specifications.

**Comments**

Any additional information the vendor would like to provide concerning the functionality of the proposed application.

General System Requirements	Response	Comment
Provide the ability to notify users when an event requires their attention (e.g., approval of inmate action report, grievance appeal).		
Provide the ability to send warning messages before data integrity is violated or a business rule conflict exists		
Allow browser-based access for remote users (law enforcement, district attorney, probation, and others).		
Provide flexible reporting capabilities. The capabilities include the existence of a robust set of “user ready” reports that can easily used to provide useful jail management data. The system must also allow an effective and efficient method of developing custom reports that may be specific to the Washtenaw County operation.		
Provide reporting capabilities that address state and federal jail reporting requirements, including JPIS reporting		
Provide a one-way interface to the SSA for the submission of inmate information.		

**RFP # 6544 JAIL MANAGEMENT SYSTEM**

Provide the ability to transfer subject demographic information to and/or from the Dynamic Imaging PictureLink system.		
Fully Searchable Data on any field or combination of fields, including the ability to add user defined fields.		

<b>Booking/Housing Requirements</b>	<b>Response</b>	<b>Comment</b>
Unlimited number of photos, including NCIC identified Marks, Scars, Tattoos and Inmate Injuries		
Provide the ability to capture prebooking data from PictureLink		
Full Current Biographical, Arrest and Supplemental Information. Charges to be selected from a dropdown list that is searchable by code-section, word or phrase of the Charge. All Arrest Transactions maintained in a "Jacket" for each person containing local criminal history.		
Allow for the creation of a user-defined booking questionnaire.		
Notify the user if prior or existing in-jail information exists on a subject in order to avoid duplicate, redundant, or separate records for persons active in the system.		
Provide the ability to record the "book and release" of a subject.		
Alert Flags can be posted on any inmate to include Dangers, medical, notes, gangs and flash on the screen when activated to alert the officer.		
Create a temporary WCSO number until a positive identification is acquired and provide a mechanism for changing the temporary number to a permanent identification number.		
Provide the ability to book a subject that does not provide a name.		
Data entry must be validated by the system during input, including data format, dates, fields as determined by the Agency		
The Intake Process may be able to be split among multiple users depending upon workload, and at the discretion of the Watch Commander		

**RFP # 6544 JAIL MANAGEMENT SYSTEM**

Provide the ability to modify, delete, merge, and seal bookings.		
Provide the ability to record and maintain bail information on each subject booked in the jail, including the stacking of bail if the subject is booked on multiple charges.		
Provide the ability to record bond information, including bonding company information.		
Provide the ability to maintain a list of approved bonding companies.		
Provide the ability to record booking information for each arresting agency.		
System must produce an Inmate Wristband, complete with mugshot and barcode		
Provide the ability to record segmented incarceration that requires multiple bookings and releases (e.g., weekend sentences).		
Provide the ability to record holds, warrants, and detainers.		
Provide the ability to record the date and time an offender is received at the jail.		
System must produce an Arrest Report Profile, and a Transport Profile, containing all Inmate biographical information, charges, and mugshot(s). The Transport Document must contain information about the Transporting Officer, Receiving Officer, date/time and mileage.		
System must permit any record to be expunged by authorized personnel. Such records must be available only to authorized personnel.		
Provide the ability to record, edit, and review sentence information, including custody, fines, restitution, modifiable sentence and program recommendation.		
Provide the ability to record, review, and edit inmate court hearing information, including bail information.		
System must integrate with inmate telephone system activating the inmate PIN # upon arrival and deactivating the PIN # when released from Jail (current phone system is Securus).		
Provide the ability to display a subject's photograph from PictureLink when a subject record is being accessed in the JMS.		

**RFP # 6544 JAIL MANAGEMENT SYSTEM**

Provide the ability to interface with other medical software to eliminate the need for redundant data entry and/or facilitate the ordering of pharmacy products. Currently, Washtenaw County interfaces with Contract Pharmacy Services.		
Provide the ability to affix a subject's picture to any virtual jail document.		
Provide an automated process for medical screening, including the review of medical data entered by the arresting officer and the intake nurse's assessment.		
Provide the ability to record the need for a wheelchair, prosthetic appendage, or other medically approved devices, or special diet.		
Provide the ability to reject the intake of a subject and document the reason.		
Provide a two-way interface to Northpointe's inmate classification system for classification upon booking.		
Maintain a history of assessments and classifications.		
Support cell/housing assignment and changes in assignments in accordance with established procedures, inmate classification, and other factors (e.g., inmate behavior and population).		
Provide the ability to identify all beds within a facility that meet the inmate's needs (in terms of classification, special handling needs, alerts, etc.) and assign an inmate to a bed.		
Provide the ability to show the population count of each pod and facility in real time in a dashboard-type display.		
Permit manual reclassification at any time.		
Provide the ability to schedule periodic reclassifications of inmates		
Provide the ability to enter keep-aways and the type (rival gang, codefendant, witness, etc.).		
Assist in identifying housing assignments that do not conflict with keep-aways or other alerts.		
Provide the ability to record a classification appeal filed by an inmate.		

**RFP # 6544 JAIL MANAGEMENT SYSTEM**

Provide the ability to associate an inmate to a particular gang, as well as local sets of the gang.		
Provide the ability to enter notes on the initial classification and all subsequent classification reviews.		
Provide an interface to Talon/LEIN at booking and pre-release		
Provide for any number of Holds to be placed on an inmate. System must not permit an Inmate Release until all Holds have been dealt with and must notify the Officer of that condition. If a Holding Agency is to pick up an Inmate, system must permit a Release only to that agency.		
Provide the ability to automatically recalculate release date(s) based on varying events, such as program completion, disciplinary action, and amended sentence. Provide for manual override.		
System shall permit an Inmate to be classified as an Indigent.		
Provide the ability to screen for program eligibility as well as provide an efficient means for monitoring and reporting on inmate programming.		
Provide the ability for correctional or program staff to efficiently enter case notes specific to an individual inmate accompanied by an efficient manner to review and query the notes.		

Property Requirements	Response	Comment
Inmate Personal Property utilizing drop-down entries for property. Must assign storage bags automatically, control the release of property, and release the locker when vacated. Must maintain record of involved officers, date/time stamp, and to whom property may be released. Access to the information must be security controlled, permitting access only by authorized personnel. Must permit the ability to release certain items and maintain other items in inventory. Must produce a label, including the Inmate's Photograph and Booking ID to be affixed to the storage locker or bag.		

**RFP # 6544 JAIL MANAGEMENT SYSTEM**

System must maintain a dropdown list of Property Types (Pants, Socks, Shirt, Jewelry, etc.) that facilitates the quick entry of Inmate Property; and such list must be able to be maintained by the System Administrator. Same with Property Color.		
System must notify Officer if Inmate is to be Released but has property that has not been released		
System must produce Report of "Property that has been in Inventory Over 30 Days"		
Automatically update inventories based on inmate release.		
System must produce an Inmate Property Report with Inmate picture, biographical info, and descriptive list of Property Taken; complete with disclosure paragraph and signature blocks for the Inmate and receiving Officer.		
Provide the ability to record a history of property that has been disposed of.		

<b>Movement Requirements</b>	<b>Response</b>	<b>Comment</b>
Provide the ability to track inmate movements, dates and times, reasons, involved officers, and other information relevant to the movement of an inmate. Must permit appointments for medical treatment, court and other movements to be Scheduled and Tracked.		
Maintain a history of the inmate's cell and bed assignment for current and past periods of incarceration.		
System must be able to attach "Keep Separates" to a individual booking and notify Officers if an inmate with "Keep Separates" is to be moved within the facility.		
System must clearly indicate Inmate Status (Not to be Released, Ready for Release, etc.) and "Current Location" indicating the present location of the Inmate.		
System must permit instructions to be added to an Inmate's record regarding movement. Examples include "Move only with Two People", "Move only in Full Restraints", "Move only with Female Officer", etc. These Rules can be created and maintained by the agency. System should warn the Officer any time an Inmate with special rules is to be moved or transported.		

Scheduling & Transportation Requirements	Response	Comment
Provide the ability to schedule inmate appointments and notify users of schedule conflicts.		
Provide the ability to resolve conflicting appointments for an inmate, based on an established prioritization scheme. Allow for manual overrides.		
Provide the ability to create an inmate's daily schedule.		
Provide the ability to create a pod's or facility's daily and weekly schedule.		
Permit scheduling and recording of arraignments.		
Provide the ability to create a list of inmates who did not go to court as scheduled, with the reason for their nonappearance.		
Provide the ability to add scheduled court appearances to inmate and transport schedules.		
Provide the ability to maintain a record of inmate-related court proceedings, including the time, date, place, type of proceeding, and results.		
Provide the ability to schedule and record the transportation of inmates.		

Inmate Financials Requirements	Response	Comment
Provide the ability to initialize an inmate cash account from the cash received from the inmate during the booking.		
Provide the ability to record inmate account transactions (with automatic date and time stamp), including debits, deposits, credits, refunds, bails, co-payments, and account closures.		
Provide the ability to print receipts for cash received to the account, and authorization for cash withdrawn.		
Provide the ability to restrict commissary orders/purchases and allow for the manual override of the restriction (i.e., deny commissary orders for inmates who have lost commissary privileges).		

**RFP # 6544 JAIL MANAGEMENT SYSTEM**

Provide inmate account balance in real time.		
Provide the ability to record details of persons depositing money in an inmate account.		
Provide the ability to correct inmate bank account transaction errors.		
Provide the ability to print inmate bank account disbursement checks automatically.		
Support audits and procedures used for balancing the cash drawer.		
Allow for the automatic recording of daily fees. System must allow the prioritization of fee deductions.		
Provide the ability to collect fees and report information necessary to fulfill the requirements of MCL 801.4b relating to inmate booking fees.		

<b>Records Requirements</b>	<b>Response</b>	<b>Comment</b>
Allow for authorized users to alter or delete information to correct file information.		
Provide the ability to control access and distribution of inmate information in accordance with all applicable laws and regulations.		
Provide an audit trail that identifies who has amended or updated a subject record.		
Maintain maximum flexibility to interface with other systems, including court operations, to reduce the need for redundant data entry.		

<b>Public Web Access Requirements</b>	<b>Response</b>	<b>Comment</b>
The JMS system architecture must allow for Web-based access to limited inmate information (data and images) for the purposes of non-jail (public and justice partner) access.		
Public access must include the ability to display current inmates, persons booked within the last 48 hours, and inmates releases in the last 48 hours.		

## ***Technical Response***

Each solution provider is to supply a structured description of the technical aspects of its proposed system by completing the Technical Requirements Questionnaire.

### **Technical Requirements Questionnaire**

1. Please describe the application architecture. Where does the application code reside? Describe the application's presentation, business logic, and data layer.
2. Is the user interface browser-based? If yes, please indicate which portions are browser-based (e.g., public access) and for which browser, if any, the user interface is optimized.
3. Please describe your development methodology, tools (please indicate versions), and languages.
4. Please describe the application's print requirements.
5. Please describe the application security architecture. Please include password management, encryption, database connectivity, and security in your response.
6. Does the system require additional software to operate correctly? Please describe the functionality that the software serves and the version(s) supported.
7. Please describe the management and configuration of reports and form templates used for document generation.
8. Please list the specific hardware components necessary to implement the proposed solution. Please include the make and model of the hardware components and the recommended configuration (processors, speed, memory).

9. Please describe the method used to communicate to the database server (e.g., Open Database Connectivity [ODBC], Native Application Programming Interface [API], etc.).
  
10. Please describe your strategy/timing for supporting any upcoming releases of your preferred RDBMS solution.
  
11. Please describe the firewall configurations necessary for operations. Please include any additional configuration and port requirements for a public access component.
  
12. Washtenaw County utilizes an EMC SAN for storage. Have you ever implemented your solution in a SAN environment?
  
13. Washtenaw County seeks to virtualize the Windows server environment with VMware. Have you ever implemented your solution in a virtual environment? Which servers can be virtualized?

Vendors must complete the tables below in full. All application questions must be answered to indicate if your current system can provide the requested functionality. For each feature or function row the vendor must respond in the appropriate columns.

**Response**

“Y” indicates application has the feature and fully meets the functional requirement.

“N” indicates application does not have the feature and does not meet functional specifications.

**Comments**

Any additional information the vendor would like to provide concerning the functionality of the proposed application.

Infrastructure Requirements	Response	Comment
The Washtenaw County network is TCP/IP-based. The JMS must comply with IP networking standards and provide network services to any TCP/IP-based client or requesting service.		
The system must operate within the established network firewall architecture and comply with network standards.		
The JMS server must be located on Washtenaw County’s network.		
The JMS, related software, and supporting hardware must be scalable to handle additional users, increased processing requirements, and increased data or index requirements.		
JMS workstations must use the Microsoft (MS) Windows XP SP2 operating system and will not store data locally.		
Does the application require any software or registry entries on the desktop? If yes, please describe		
Does the JMS application require administrator rights for installation or general use?		
JMS Web servers, application servers, and database servers must use MS Windows Server 2008 or newer.		
The JMS must integrate with the MS Active Directory, network operating system and the county’s network administration tools.		

**RFP # 6544 JAIL MANAGEMENT SYSTEM**

<p>The JMS application solution provider must use the County's Citrix remote access capabilities to remotely access the application for support purposes.</p>		
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Application Requirements	Response	Comment
<p>Web-based application architectures must be optimized to support MS Internet Explorer.</p>		
<p>If the JMS application is not web based the application must not require administrative rights to run on the PC.</p>		
<p>If the JMS application is not web based the application must have an automated way to update the application on the PC. Explain the method recommended.</p>		
<p>The JMS application on the server must run as a service using a dedicated service account. The application must not run under the system account. The application must not run in a disk operating system (DOS) window or under a user account left logged into the server.</p>		
<p>The JMS application must be able to stop and start on its own when the server is booted or shut down gracefully.</p>		
<p>When the server recovers from a sudden stop, the JMS application must be able to recover itself without manual intervention.</p>		
<p>The JMS application must write error messages to the application log file and not directly to the console. Error messages must be in plain English and meaningful. The messages must not be cryptic code that only the solution provider understands.</p>		
<p>The JMS application must permit the addition or removal of jail facilities from the application and the expansion of any jail facility.</p>		
<p>The application must perform duplicate edit checks based on established business rules that are maintained.</p>		

Database Requirements	Response	Comment
The JMS must be compatible with the Washtenaw County database standard, which is MS SQL Server 2005 or later or Oracle 10g or later.		
No passwords will be stored in the database.		
All proposed database solutions must enforce referential integrity.		

Security Requirements	Response	Comment
The JMS must support Secure Sockets Layer (SSL) protocol and password protection.		
JMS user authentication should be provided through MS Active Directory implemented through Washtenaw County.		
JMS common user provisioning and support should be handled through the Active Directory for all JMS services.		
The JMS must provide the ability to add, modify, and delete personnel authorizations.		
The JMS must provide the ability to control access at the data element level for users and groups.		
The JMS must provide the ability to produce summary reports of the agency roster and access rights.		
The JMS must provide the capability to assign security roles to users and groups.		
The JMS must provide the ability to log all transactions for audit purposes, including date/time stamp, prior data state, user, and reason codes.		

Publication Requirements	Response	Comment
The JMS should allow individuals, roles, or defined groups to request and receive specific information as it becomes available or as events occur.		
The JMS must provide automatic distribution of information to individuals, roles, or defined groups based on established rule sets.		
The JMS should provide the ability to request notification if there is any system update involving a particular individual..		
The JMS must provide the ability to request notification if a query is received on a particular individual.		
The JMS must provide a complex multilayered query capability by which queries can be combined and nested to provide a rich querying environment. In addition, the query capability will include a text-based search engine and at least one Soundex-type option.		
The JMS must provide the ability to display, update, and manage static information, such as manuals, study guides, codified laws, Web site links, and contact information.		

Integration Requirements	Response	Comment
The JMS must support interfaces to federal, state, and local applications. It must support real-time data transfer, as well as batch mechanisms for data transfer, including file transfer protocol (FTP).		
The JMS should be implemented using standard messaging protocols that are sufficiently documented so that the interfaces can be used by future applications.		
The JMS must have the ability to integrate with the jail's Live-Scan fingerprint system (Identix).		
The JMS must have the ability to integrate with the jail's mug shot photo system (Dynamic Imaging's PictureLink).		

Reporting Requirements	Response	Comment
The JMS must require that all security roles and rights established for general system access will be enforced for all reporting activities.		
The JMS should provide ad hoc reporting capabilities that are available for every element within the database.		

Document Management and Office Automation Requirements	Response	Comment
JMS integration with office automation products must support the MS Office suite of office automation products and services.		
The JMS must support the sending of e-mails using SMTP.		

Strategic and Tactical Analysis Requirements	Response	Comment
The JMS should provide the ability to collect and provide statistical information about the performance, capacity, and accuracy of the data itself and the management operations of the JMS.		

Management Requirements	Response	Comment
The JMS should audit all activities, including access, management, security changes, requests, and responses, on an individual service definition level. Services offered through the JMS should have a defined auditing requirement that will be managed through this mechanism.		
The JMS must be configured so that every significant component of the environment is clearly defined with easy-to-use diagnostic capabilities.		

## ***Cost Response***

The County requires a fixed-price cost proposal that includes a detailed cost breakdown of line items, such as hours, tasks, staff, and services. The County also requires information necessary to understand all of the costs associated with the Management, Functional, and Technical Response sections of proposals for the JMS Procurement Project.

Solution providers are required to submit a complete set of Cost Forms (APPENDIX C) for each proposed solution and alternative. All project-related costs are to be included in the cost proposal. No additional charges will be allowed.

Solution providers are required to submit optional costs to value-added functions or services, as well as costs associated with any functional or technical requirement labeled as Desired. These optional costs are to be provided in APPENDIX C separate from the costs of the base package.

The format in which solution providers are to supply the detailed breakdown and summary of proposed costs is described below.

- *Software Licensing and Costs* – Identify software licensing included in the proposal. Provide an itemized list of the costs of all software, including the cost of customization proposed to meet the functional requirements. Provide a description of the type of licensing: enterprise, per seat, or other.
- *Hardware Costs* – Provide an itemized list of all hardware included in this proposal. It is important to note that the County reserves the right to purchase specified hardware from its own hardware solution provider(s) and may not include hardware in the final contract.
- *Implementation Costs* – Describe and list all costs that would be associated with the implementation of the JMS. These may include installation, integration, project management, training, and data conversion.
- *Other Costs* – Provide an itemized list of any costs not identified elsewhere. Also, provide an itemized list of costs associated with functional and technical requirements that require program modification to fulfill. Provide all costs including, software, hardware, and implementation costs, where applicable.
- *Cost Summary* – Summarize the onetime and recurring costs for the solution. Two separate onetime costs are to be provided: one that includes optional costs and another that excludes optional costs. Similarly, separate recurring costs are to be provided in the same manner. This section also elicits details from solution providers regarding the cost of ongoing maintenance and support of the software. A copy of the terms and conditions of ongoing support is . Solution providers are required to submit a complete set of Cost Forms (APPENDIX C) for each proposed solution and alternative.

## Appendix A

### Reference Form

References					
<b>1.</b>	<b>Name of Client Agency</b>				
	<b>Application Name</b>			<b>Year Contracted</b>	
	<b>Client Address</b>				
	<b>Client City</b>		<b>State</b>		<b>ZIP</b>
	<b>Client Contact</b>				<b>Title</b>
	<b>Contact Telephone</b>			<b>Contact Fax</b>	
	<b>Contact eMail</b>				
	<b>Number of Years Contracted</b>				
	<b>Application Modules/Functions Operational</b>				
	<b>Number of Facilities and Jail Beds in Each Number of Users</b>				
<b>2.</b>	<b>Name of Client Agency</b>				
	<b>Application Name</b>			<b>Year Contracted</b>	
	<b>Client Address</b>				
	<b>Client City</b>		<b>State</b>		<b>ZIP</b>
	<b>Client Contact</b>				<b>Title</b>
	<b>Contact Telephone</b>			<b>Contact Fax</b>	
	<b>Contact eMail</b>				
	<b>Number of Years Contracted</b>				
	<b>Application Modules/Functions Operational</b>				
	<b>Number of Facilities and Jail Beds in Each Number of Users</b>				

<b>3.</b>	<b>Name of Client Agency</b>					
	<b>Application Name</b>			<b>Year Contracted</b>		
	<b>Client Address</b>					
	<b>Client City</b>			<b>State</b>		<b>ZIP</b>
	<b>Client Contact</b>				<b>Title</b>	
	<b>Contact Telephone</b>			<b>Contact Fax</b>		
	<b>Contact eMail</b>					
	<b>Number of Years Contracted</b>					
	<b>Application Modules/Functions Operational</b>					
	<b>Number of Facilities and Jail Beds in Each</b>					
	<b>Number of Users</b>					

## Appendix B

### Solution Provider Strength and Stability Form

Overview	
Company name.	
Address.	
Telephone number.	
Contact person.	
E-mail address.	
Parent company or corporate headquarters.	
Address.	
Telephone number.	
Contact person.	
Telephone number.	
E-mail address.	
Information about any local branch offices or support centers that might serve an account in the midwestern United States. Include number of employees and type(s) of services provided.	
Name of Chief Executive Officer	
Year company established and any former names.	
Company Web Site	
Number of years the company has been in the software business.	
Type of company (public or private).	
Amount/percentage of sales reinvested into research and development.	
State in which company is incorporated and type of incorporation.	
Has the company developing and supporting the JMS changed in the last 5 years? If so, what company formerly developed and supported the JMS?	

Personnel	
How many employees does the company currently have?	
How many employees provide customer support?	
How many employees provide customer technical support?	
How many employees perform research and development?	
How many employees perform project management?	
How many employees perform project implementation and rollout?	
What is the total person years of experience for solution provider company's employees (e.g., five support people with 3 years each = 15 person years)?	
How many employees will be dedicated to this implementation?	

Customer Support	
Are there user groups in place for the solution provider's proposed hardware/software?	
Does the solution provider have toll-free telephone support?	
What are the hours of support (e.g., 9 a.m. to 5 p.m., Eastern time; 24/7)?	
How is after-hours support provided?	
How are support calls classified and prioritized?	
How are support calls escalated in an emergency?	
What is the average response time to calls?	
What is the average service call resolution time?	
Will the WCSO have direct access to dedicated support personnel to solve a particular issue?	
Does the solution provider have online access to general information and troubleshooting tools (e.g., searchable knowledge base, FAQs, training materials, manuals)?	

What is the duration of the warranty?	
When does the warranty begin?	
What is included in the software warranty?	
What are the specifics for items typically performed for upgrades of the package?	

**Solution Provider Implementation History**

How many years has the solution provider been implementing JMS solutions?	
How many JMS installations has the solution provider implemented?	
How many JMS installations is the solution provider currently undertaking?	

## Appendix C Cost Forms

Solution providers are required to submit complete cost forms for the purchase of each proposed solution.

### ***Application Software Costs***

List all application software being proposed, including package cost, customization cost, and annual maintenance expense. The total for this subsection should match the application software total in the Cost Summary subsection. The annual maintenance cost should represent the average maintenance cost for Years 2 to 5.

Application Software Description	Required Quantity	Package Name	Package Cost per License	Total Cost, All Licenses	Annual Maintenance Cost
<b>Production</b>					
<b>Test</b>					
<b>Interfaces</b>					
<b>Total</b>					

***System Software Costs***

List all system software, including costs and annual maintenance expense. The total from this subsection should match the system software total in the Cost Summary subsection. The annual maintenance cost shall represent the average maintenance cost for Years 2 to 5.

System Software Description	Release/Level	Initial Cost	Annual Maintenance Cost
<b>Production</b>			
<b>Test</b>			
<b>Total</b>			

***System Hardware Costs***

List all hardware required, including purchase costs and annual maintenance expense. The total from this subsection should match the hardware total in the Cost Summary subsection. The annual maintenance cost shall represent the average maintenance cost for Years 2 to 5.

Hardware Component Description	Make/Model and Part Number	Required Quantity	Total Purchase Cost	Annual Maintenance Cost
<b>Production</b>				
<b>Test</b>				
<b>Total</b>				

**Other Implementation Costs**

Describe and list all other costs that would be associated with implementation of your system. Costs not identified will become the responsibility of the solution provider.

Installation	_____
Migration	_____
Integration	_____
Project Management	_____
Training	_____
Documentation	_____
Out-of-Pocket Expenses (travel, per diem, etc.)	_____
Other (please describe)	_____
_____	_____
_____	_____
_____	_____
<b>TOTAL OTHER IMPLEMENTATION COSTS</b>	<b>\$ _____</b>

***Cost Summary***

**Total Onetime Costs**

Provide a summary of all onetime costs for the system you are proposing. Any subtotals carried forward to this page should match the corresponding detail pages.

**Onetime Costs**

- a) Application Software Costs \$ \_\_\_\_\_
- b) System Software Costs \_\_\_\_\_
- c) System Hardware Costs \_\_\_\_\_
- d) Other Implementation Costs \_\_\_\_\_

**Subtotal** \$ \_\_\_\_\_

**TOTAL ONETIME COSTS** \$ \_\_\_\_\_

**(not to exceed)**

**Annual Recurring Costs**

Provide a summary of all recurring costs for the system you are proposing. Any subtotals carried forward to this page should match the corresponding detail pages. It is that solution providers detail terms and conditions of ongoing support.

**Annual Cost**

Application Software Maintenance \$ \_\_\_\_\_

System Software Maintenance \_\_\_\_\_

Hardware Maintenance \_\_\_\_\_

Other Recurring Costs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL ANNUAL RECURRING COSTS** \$ \_\_\_\_\_

**ATTACHMENT 1**

Authorized Signature Page

Jail Management System

**RFP**

Name of bidder:	
Address:	
Telephone Number:	Fax Number:
Email Address:	Federal Tax ID Number:
If awarded a contract in response to this proposal, our company: _____ Will _____ Will Not Be able to meet the specifications as required in Section I : Insurance Requirements. Be able to meet the specifications as required in the functional and technical requirements	
Signature of Authorized Signatory*:	Title and Name of Company:
Name of Authorized Signatory (print):	Date:
*The above individual is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 1 year. <input type="checkbox"/> By checking this box we hereby certify that we are a Washtenaw County company as defined in paragraph F. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.	

**ATTACHMENT 2**  
**STANDARD PROVISIONS FOR SERVICE CONTRACT**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 CONSULTANT**) located at (**CONSULTANT'S ADDRESS**) ("Consultant").

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

ARTICLE I - SCOPE OF SERVICES

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

ARTICLE II - COMPENSATION

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

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant 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 Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

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

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

ARTICLE IV - TERM

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

ARTICLE V - PERSONNEL

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

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

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

**ARTICLE VI - INDEMNIFICATION AGREEMENT**

The consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of consultant, any sub-consultant, or any employee, agent or representative of the consultant or any sub-consultant.

**ARTICLE VII - INSURANCE REQUIREMENTS**

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# \_\_\_\_\_, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$ 12.75 per hour without benefits. Consultant agrees to comply with this Ordinance in paying its employees. Consultant understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 31, 2010 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Consultant thirty (30) days written notice of such change. Consultant 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 Consultant 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 Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

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

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

ARTICLE XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XX - CHOICE OF LAW AND FORUM

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

ARTICLE XXI - EXTENT OF CONTRACT

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

ATTESTED TO: WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

APPROVED AS TO CONTENT: CONSULTANT

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

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

APPROVED AS TO FORM:

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