

# REQUEST FOR PROPOSAL

#6819

## Cityworks Implementation Partner for Computerized Maintenance Management System / Information Technology Services

FOR

### Washtenaw County Water Resources

Issued By:

Washtenaw County Purchasing  
Administration Building  
220 N. Main Street  
Ann Arbor, MI 48104

Angela O. Perry  
Purchasing Manager  
(734) 222-6768



**Proposal Submitted by Cityworks Implementation Partner:**

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*Please type Bidder's Company Name & include as proposal cover*



## WASHTENAW COUNTY

### Finance Department

#### Purchasing Division

220 N. Main, Ann Arbor, MI 48104  
Phone (734) 222-6760, Fax (734) 222-6764  
[www.purchasing.ewashtenaw.org](http://www.purchasing.ewashtenaw.org)

## RFP #6819

January 8, 2015

Washtenaw County Purchasing Division on behalf of Washtenaw County Water Resources is issuing a sealed RFP #6819 for transition to a Computer Maintenance Management System

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and seven (7) **unbound copies (binder clip only) each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Basement  
Ann Arbor, MI 48104**

## By Monday, February 2, 2015 at 3 pm EST

A **Mandatory Pre Bid meeting** will be held at the site located at 705 N. Zeeb Road, Ann Arbor, MI on Tuesday, January 20 from 2:30 to 4 p.m.

**Interviews** will be held for competing bidders on Tuesday, February 10 during the window of 9 a.m. - 3 p.m. Please plan to have key project staff available. This will be a discussion rather than a formal presentation.

**ONLY CITYWORKS IMPLEMENTATION PARTNERS ARE ELIGIBLE**

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

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP #6819**"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to [perrya@ewashtenaw.org](mailto:perrya@ewashtenaw.org)

- Please direct technical questions regarding this RFP to Dept contact **via e-mail only** at [sheehan@ewashtenaw.org](mailto:sheehan@ewashtenaw.org).

Thank you for your interest.

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**PROPOSAL INFORMATION**

**I. PROPOSAL DEFINITIONS**

**Definitions**

<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
<b>“Contractor/Vendor”</b>	One who contracts to perform services in accordance with a contract
<b>“County”</b>	Washtenaw County in Michigan
<b>“Department”</b>	Water Resources

**II. 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, **one (1) original and seven (7) unbound copies (binder clip only)** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated 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 must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

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F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor 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 Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of 1 year, with an option to renew an additional 3 year(s), pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes 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. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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**III. VENDOR SPECIFICATIONS**

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- Cover Page, see first page of this RFP
- Signature Page, see final page of this RFP

**A. Past Projects**

State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience. Provide brief descriptions of relevant past projects that your firm has completed. Include the name of the client, a contact person, and telephone number for reference. Indicate if team members included in this CMMS proposal were involved and characterize their involvement. Include overall budget, the start and completion dates of the project and general scope of services provided by the bidder for that client.

(Attach as Addendum A)

**B. Work Plan**

Work components necessary to implement the CMMS system shall be sufficiently detailed and clearly identify progress milestones showing how the work will be organized and executed (i.e. when project elements, measures, and deliverables are to be completed). The work plan should address, but not necessarily be limited to, the elements outlined in Section V. Additional project elements and suggestions beneficial to the success of the project are encouraged. Show deliverables.

(Attach as Addendum B)

**C. Personnel and Communications**

Briefly describe the methods of communication you will employ to work with the client throughout the project. Include an organizational chart identifying key personnel and responsibilities.

Provide the names and resumes of key individuals assigned to the project. Include individuals' professional certifications, a brief discussion of their relevant work experience.

(Attach as Addendum C)

- D. Provide a detailed budget itemizing individuals assigned to the project, their hours by task, billing rates, and all other details by which project costs have been derived, including expenses. Key individuals must be identified by name, not title. Total hours by task, and cost per task should**

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be clearly identified. Total project hours and total project cost should be clearly identified.

(Attach as Addendum D)

- E. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum E)

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**IV. AWARD**

Washtenaw County will use the following criteria and point scale in evaluating response to this RFP.

1	Overall experience of the firm or firms in undertaking similar projects as demonstrated by past projects and personnel responsible for those projects.	20
2	The quality of proposed work plan.	15
3	Qualifications of the professionals assigned, including technical attributes and relevant experience that make them uniquely qualified to undertake this project.	20
4	Fee, hours by key personnel <sup>A</sup>	15
5	Interview <sup>B</sup>	30

<sup>A</sup> Fee proposals are evaluated on total dollar amount, proximity to low bid, and number of hours for key personnel.

<sup>B</sup> Should no interview occur, only items 1-4 will be included in the evaluation.

Respondents should be Cityworks Implementation Partners and demonstrate a thorough understanding of CMMS, information architecture, software packages involved, deployment, and the Michigan Stormwater, Asset Management, and Wastewater (SAW) program. This project involves collaboration with administrative, IT and field staff.



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**V. SCOPE OF WORK**

**Introduction**

The purpose of this RFP is to acquire expertise and resources needed to adroitly transition to a Computerized Maintenance and Management System for the County drainage system.

Entities involved are the Office of Infrastructure Management Information Technology (IT) and the Office of the Water Resources Commissioner (WRC).

The goal is to reduce the cost of doing business by organizing information - making it readily available, and to stretch available resources with efficiencies in information management.

Currently, daily operations are performed with various applications and processes suited to specified purposes, but not integrated. The objective is to integrate many of these operations with Cityworks.

Current systems intended for integration include Access, Excel, Geocortex, OnBase, Drain Activity Management System (a homemade system for time, expense & equipment tracking), ArcGIS, and JD Edwards for financials ([JDE](#)). Output samples of these systems can be found at this Google Drive [link](#). (Note: the County uses [BS&A](#). The WRC heavily relies on the parcel layer/database, but does not maintain that critical component of the GIS system.)

It is anticipated that a customized service request and work order management module will be included in initial configuration.

We'd like to provide all WRC staff (~25 people) with the ability to efficiently input and manage data, direct workflow, access information quickly for customers, and allow customers access to information [remotely](#), as appropriate. The user interface and other front end experiences should drive this process. Roughly ten people will be daily users but all will access the system sometimes.

The effort is funded with a grant from the Michigan Department of Environmental Quality's Stormwater, Asset Management and Wastewater Program (SAW). Services associated with this scope should conform to program guidelines to the extent practicable.

The proposal and interview should speak to your credentials based on experience with similar rollouts, including lessons learned. A clear, thorough, concise proposal will indicate your team's ability to communicate effectively.

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Nearly the entire drain system is inventoried to some extent. There are approximately 400 miles of open drain and 300 miles of enclosed pipe making up some ~22,000 lines and points. Further inventory and condition assessment will be done by others.

## **Cityworks**

Washtenaw County will be licensing Cityworks through a partnership with the City of Ann Arbor, which already has an extensive Cityworks implementation.

In addition to AMS server, the WRC/City license will include:

- \* Storeroom
- \* Equipment Manager
- \* CCTV Interface for PACP
- \* Cityworks Analytics
- \* Mobile

Licensing will occur in partnership with the City of Ann Arbor. However, to the extent practical, physical infrastructure will be parallel, not shared. The primary focus of this bid is technical assistance.

Washtenaw County will directly purchase Integration for Azteca Cityworks Server. Mobile tablets will also be purchased directly, so neither should be included in this bid.

## **Scope Items**

The guidance below is intended to provide bidders with an understanding of how the County plans to proceed. Bidders are encouraged to question assumptions, propose alternative approaches, and make recommendations based on past experience. Input regarding gaps in planning and operation strategies is welcome. Please feel free to adapt this guidance, if it improves presentation and understanding of your approach.

### **Task 1: Planning**

- Needs Assessment – Review WRC processes and systems use to develop a roadmap for change. This process alignment piece will migrate business and organizational strategies, compatible with Cityworks, and be consistent with requirements of the Michigan Drain Code. (See Attachment 1). What new systems may be required, which existing processes may be difficult to transition, which may not be worth the time and money to convert. Identify required steps.

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1. Drain Activity Management System DAMS – Initial evaluation. Is it practical and desirable to integrate with Cityworks? Does this system stop being utilized and the process completely transitions? If so, how does Cityworks tie into the drains database?
  2. Drains Database – Projects are born here. This system is integrated with cashiering, service requests, drain use permits. Output is critical to DAMS. Develop transition approach and outline steps required to update system.
- OnBase and ArcGIS Integration – Develop and implement strategies for integrating current software into Cityworks.
  - GIS authoring – Who does it, how is it done, where does it fit into the process? Successful bidder will advise and assist in developing the steps and procedure.
  - Hardware identification and growth plan – Consultant will recommend hardware configuration. Washtenaw County will provide the infrastructure. Bidders do not need to include any hardware purchase costs.

## **Task 2: Rollout**

- Startup
  - Meet with WRC and IT staff. Assist and advise on requisite technical preparations for Cityworks installation. Define requisite tasks for WRC and IT to prepare.
  - Establish any configuration tasks for WRC and IT with respect to GIS layers, service requests and inspection reports.
  - Assist and advise on installation.
  - Test functionality.
  - Review pre-configured reports and options for custom configuration.
  - Identify extent and elements of training to staff responsible for day to day use and those who will use software for key task.
  - Conduct training timed to coincide with features available for use.
  - Provide follow up guidance to users for a reasonable timeframe based on previous experience with other clients.
- Mobility – Implement Cityworks mobile application on selected hardware platform.

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- Data Entry and Process Customization – Review data needs, and advise/assist in implementing data entry process for asset management and workflow management, including photograph/GPS integration (mobilized). Data will be collected by others.
- DAMS – Transition to Cityworks core functionality, including required reporting and ability to develop custom reports as needed. (WRC needs to maintain annual summary based on Group ID for Special Assessments).
- Work order processing (field and manager) –Currently, service requests may or may not generate follow up activities. Follow up activities may or may not yield field work. Work orders are not currently part of daily operations. Service requests are reactive in nature. This process may evolve to be more consistent and trackable, and allow for scheduling for future work flow. A CMMS-based work order system is a desired outcome – including scheduled maintenance informed by data collected during field work/inspection. User training for most of the staff will be a necessary element.
- Document integration (OnBase) – Washtenaw County WRC has many documents already imaged and indexed. Provide integration points between Cityworks and OnBase
- Photo-documentation – Optimize photo-documentation collection, indexing and geo-referencing process using a smart phone or tablet. Minimize steps and make as seamless as tools allow. This can either be in Cityworks directly or through integration with OnBase. Develop a prescreening tool such that a user can circle and preview photos for a given area selected by either date stamp, thumbnail or other key reference element.

### **Task 3: Process Refinement & Support Analysis and Memo (Planning, not Implementation)**

- Review initial implementation (Tasks 1 & 2) – Compare and contrast with standard industry practices. Make recommendations in writing for process improvements and expected benefits of process improvements. To the extent that alternative processes exist, analyze and compare alternatives. Provide planning level costing information.

Include review of the following supplemental processes for ongoing support and customization.

1. User Input Forms - Update and optimize.

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2. Cityworks Analytics – Report building optimization and customization.
3. PACP (Pipeline Assessment & Certification Program) – Transition field services operations to an inspection assessment methodology which is consistent with the PACP and MACP format. Integrate the condition assessment of stormwater features with the stormwater geodatamodel. Advise and assist in developing/revising ratings system.
4. Legacy Migration – Assess and advise the merits of migrating legacy data. Develop recommendations for implementation: migration of existing data to new system; archiving of data in old system; strategic migration of some, but not all data to new system.
  - DAMS activity logs
  - Past service requests
  - Equipment and contract activities
  - Project lineage and associated fees captured

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**VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

*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 such as the following:*

**SERVICE CONTRACT  
(NAME OF CONTRACTOR)**

CR \_\_\_\_\_

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 annual 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.

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ARTICLE IV - TERM

This contract is for a three (3) year term (***change as necessary***) which begins on (***MONTH, DAY, YEAR***) and ends on (***MONTH, DAY, YEAR***) with an option to extend for two (2) additional one (1) year periods.

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 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 subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

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**ARTICLE VII - 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 VIII - 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. 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. 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



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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 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 IX - 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 X - 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 XI - 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 XII - 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).

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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 XIII - 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 \$11.81 per hour with benefits or \$ 13.85 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, 2015 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 XIV - 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 XV - 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 XVI - ASSIGNS AND SUCCESSORS**

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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 XVII - 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.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

**ARTICLE XVIII - 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 XIX - PRACTICE AND ETHICS**

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

**ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

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

**ARTICLE XXI - CHOICE OF LAW AND FORUM**

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

**ARTICLE XXII-FEDERALLY REQUIRED PROVISIONS**

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When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For “federally assisted construction contracts” as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland “Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of “funding agreement” under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution

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Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

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

ARTICLE XXIV – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

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

APPROVED AS TO CONTENT:

CONTRACTOR

**BID #6819 Computer Management Maintenance System – Information  
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By: \_\_\_\_\_ By: \_\_\_\_\_  
*(DEPARTMENT HEAD)* (DATE) *(CONTRACTOR'S NAME)* (DATE)

APPROVED AS TO FORM:

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

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**SIGNATURE PAGE**

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Company Name
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Print Name	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Company Address
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City, County, St. Zip
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Telephone #	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Fax #
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Federal Tax ID #	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Email Address for Purchase Orders

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

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

## Attachment 1

- Process timeline of creating a project into the WRC system(s)
- Simple and Detail flowcharts of WRC business

WRC example timeline of a typical project (process) lineage - see attached diagram(s):

1. The drain code requires projects to be created under a few specific guidelines:
  - Petition from property owners
  - Petition from local municipality
  - Contractual agreement between developer and WCWRC
  - (special to Washtenaw) work as a review consultant for local unit of government
2. Monies are collected up front based on the style of project defined above
3. Design, review, and consequent inspections happen
4. Time, materials, truck, and labor recorded and categorized as a project expense
5. invoice or re-invoice for items in #4
6. **(key step) – project becomes an accepted drain and transitions into a drain or is referred to appropriate party for jurisdiction.**
  - **Once the project becomes a “drain” field service division takes over**
7. Assets managed, mapped (GIS), repaired, maintained, requests responded to, or activities permitted; in accordance with the state drain code. Time, materials, truck, and labor recorded and categorized as a drain expense.
8. Drain activity costs are assessed to properties within the drainage district each fiscal year.





