REQUEST FOR PROPOSAL

6581

GEOGRAPHIC DATA & SOLUTIONS
Web-Based Mapping Application Framework

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main   B-35
Ann Arbor, MI 48104

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WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
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REQUEST   FOR   PROPOSAL   # 6581

October 7, 2010

Washtenaw County Purchasing Division on behalf of Washtenaw County Information and Technology Services is issuing a sealed RFP #6581 to solicit proposals from qualified vendors to acquire an off-the-shelf, web-based, configurable mapping application, capable of connecting to both spatial and non-spatial data that meets the geospatial visualization needs of Washtenaw County. The County intends to use the results of this process to purchase a mapping application that will be hosted at the County's data center.

Sealed Proposals: Vendor will deliver one (1) original and three (3) copies (one copy unbound and suitable for photocopying) which are clearly marked as such and must contain one original signature to the following address:

> **Washtenaw County**
> **Administration Building**
> **Purchasing Division**
> **220 N. Main St. Room B-35**
> **Ann Arbor, MI. 48104**

By Wednesday, October 27, 2010 at 3:00 PM

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

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 must be clearly marked **"SEALED RFP # 6581"**.

- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at **734-222-6749 or** strietera@ewashtenaw.org

- Please direct technical questions regarding this RFP to Nate Arnold at **734-222-6792 or** arnoldn@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions   **"Bidder"**   An individual or business submitting a bid to Washtenaw County

"Contractor/Vendor" One who contracts to perform services in accordance with a contract

"County"   Washtenaw County in Michigan

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 three (3) copies** (one copy unbound and suitable for photocopying) must be at the County 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 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.

AWARD:

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 (See "Low Bidder" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the County or Court 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.

The County intends to award the entire contract to a single Contractor, based on criteria below:

Selection Criteria
Solution meets some or all required functionality listed in Section V.B of RFP
Solution meets some or all optional functionality listed in Section V.B of RFP
Contractor demonstrated knowledge of server-side ESRI products (ArcGIS Server, ArcSDE) and presented the proposed solution in a clear fashion
Cost of proposal
Compliance with RFP instructions

TERM OF THE CONTRACT:

The contract is for a three year period.

III. PROPOSAL SPECIFICS

A. GENERAL

I.   Purpose of Proposal:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to acquire an off-the-shelf, web-based, configurable mapping application, capable of connecting to both spatial and non-spatial data that meets the geospatial visualization needs of Washtenaw County and the City of Ann Arbor in a jointly-hosted solution. The County intends to use the results of this process to purchase a mapping application that will be hosted at the Ann Arbor/Washtenaw County data center.

II.   Project Background

The role of Washtenaw County's GIS Program is to provide geographic data and solutions to various County departments and Local Units of Government (LUGs). The GIS Program consists of a core team of individuals situated in the County's Information Technology (IT) Department.

Washtenaw County currently operates and maintains multiple ArcIMS-based websites, both for internal and external use. The main function of the external website is to allow public lookup and mapping of parcels, roads, jurisdictions, and other public information. The internal sites serve the needs of internal County departments as well as the County's Cities, Villages, and Townships (CVTs), by allowing functions like buffering features, creation of mailing labels, and custom query and display of sensitive data layers.

In 2008, Washtenaw County and the City of Ann Arbor entered into a strategic partnership and combined data centers. The shared data center is managed jointly by City and County staff. Staff from the City and County have identified strategic partnership areas for collaboration and consolidation. GIS and web mapping applications and services is one of the key strategic areas identified for consolidation.

The county's current ArcIMS websites receive a combined average of 350 visits per day. The applications to be developed with the application outlined by this RFP are anticipated to increase usage significantly.

IV. PROPOSAL SPECIFICATIONS

The proposal should include <u>all</u> of the following information:

1.   Bidder's Qualifications, years of experience. Describe experience in providing the level and type of service specified in the proposal **(Attach as Attachment A - Qualifications).**

2.   At least three (3) references covering similar services. Include company name, contact name, phone number. **(Attach as Attachment B - References)**

3.   Provide the name, title and telephone number of the project manager responsible for the project. (**Attach as Attachment C** – **Project Manager**)

4.   List the number and names of individuals that will be participating in the installation of the technology solution. (**Attach as Attachment D – Project Team)**

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

6.   Review the current infrastructure outlined in Attachment E. The application proposed by this RFP will be installed on one of the application servers in the Application Tier. At this time, it is unclear whether the application will be installed on a physical server (Windows Server 2003 R2 x64) or virtual server (Windows Server 2008) using the county's VMWare infrastructure. In either case, a maximum of four (4) CPU cores will be available to the server operating system. Respondents are encouraged to discuss virtualization options and describe recommendations as part of their proposal**. (Attach as Attachment F – Virtualization Options).**

V. SCOPE OF SERVICES

A.   Application

The county wishes to acquire an off-the-shelf, web-based, configurable mapping application, capable of connecting to both spatial and non-spatial data that meets the geospatial visualization needs of Washtenaw County. The County intends to use the results of this process to purchase a mapping application that will be hosted at the County's data center.

There are currently two broad pathways for ArcGIS Server application design – (1) ESRI's Web ADF and (2) ESRI's Web Mapping API's utilizing Representational State Transfer (REST). The Web ADF option consists of server-side applications created either in Java or the Microsoft .NET framework. ArcGIS Server's Web Mapping APIs allow client-side applications to be created using JavaScript, Adobe Flex, or Microsoft Silverlight. As outlined in ESRI's ArcGIS 10 and 10.1 Deprecation Plan (available at **http://downloads2.esri.com/support/TechArticles/ArcGIS10and101Deprecation_Plan.pdf**), ESRI plans to discontinue support for WebADF after version 10.1, and will move entirely to Web Mapping APIs for ArcGIS Server applications. Therefore, it is desired that the application will utilize REST and one of the web mapping APIs (JavaScript, Flex, or Silverlight).

The proposed solution must be able to withstand Operating System (OS) updates (patches) without any major outages and is expected to be compatible with all major anti-virus software and withstand anti-virus updates without any major outages.

Proposed Server Infrastructure

The County is currently implementing a distributed ArcGIS Server installation, shared between its own network and that of the City of Ann Arbor. The City and County currently occupy a shared data center and are implementing this distributed installation with the goal of supplying increased map capacity to cover both organizations' business needs.

The County's proposed server infrastructure is presented in Attachment E.

The application proposed by this RFP will be installed on one of the county's application servers. At this time, it is unclear whether the application will be installed on a physical server or virtual server using the county's VMWare infrastructure. In either case the application server will be running Windows Server 2003 x64 or Windows Server 2008, and a maximum of four (4) CPU cores will be available to the server operating system. Respondents are encouraged to discuss virtualization options and describe recommendations as part of their proposal.

B.   Required Functionality

The application must provide the *minimum requirements* listed below:

1. General

  a. Solution must be scalable to provide either multiple websites or multiple instances
  b. Solution must be easily deployed between development environment and production environment
  c. Must support ArcGIS Server 10 (Compact Cache storage format, Data Extraction, Feature attachments, etc.)
  d. Provide support for all mapping functionality via msd-based map services
  e. Accept search parameters via URL variables, and automatically zoom to search results
  f. Allow user project/session to be saved and opened
  g. Provide option to utilize Bing and ArcGIS Online (ArcGIS.com) base map services
  h. Provide basic help documentation for built-in tools/functions
  i. Allow display of disclaimer window upon application startup
  j. Cross-browser support for Internet Explorer, Firefox, Safari, Chrome

2. Map Content

  a. Provide ability to assign transparency to ArcGIS Server map services, both cached and dynamic
  b. Provide ability to overlay multiple ArcGIS Server cached services in the same map frame/display

3. Map Navigation

  a. Pan View
  b. Zoom to full extents
  c. Zoom In (User-defined area)
  d. Zoom Out (User-defined area)
  e. Zoom to Previous extents (Back) - must keep at least 10 previous extents
  f. Zoom to Next extents (Forward) - must keep at least 10 next extents
  g. Activity indicator - display notification while map/data is being processed
  h. Scale input box - allow user to enter representative fraction scale for dynamic services
      - *For cached services, scale box should contain dropdown menu of available cache scales (levels of detail)*
  i. Zoom to Selected Features
  j. Show/hide mouse coordinates
  k. North arrow
  l. Scale bar
  m. Configure view bookmarks for custom spatial extents
      - *Bookmarks must be available on all tabs if tabbed browsing*
  n. Map Tips - open callout window by hovering over feature
  o. Zoom to XY Coordinates
  p. Pick lists for feature extents zoom (parks, schools, etc.)
  q. Option for level-of-detail slider bar for cached services

4. **Map Layer Display Controls**

   a. Toggle layer visibility for map layers & images (if used as part of a dynamic map service)
   b. Immediate map refresh upon layer change of layer display
   c. Ability to group layers and control display of individual layers within groups
      - *Must allow grouping at least 2 levels deep*
      - *Must allow grouping of annotation layers*
      - *Must allow visibility control at the group level*
   d. Allow linking to layer metadata
   e. Must read and utilize geodatabase domain values (coded value) and subtypes

5. **Tools**

   A. Identify
      i. Must be able to identify multiple overlapping features on the same layer
      ii. Must be able to add identified features to selection
      iii. Option to show map coordinates of identify point
      iv. Must allow for hyper linking based on feature attributes

   B. Measure
      i. Change units of the measure tool while executing the tool
      ii. Units for display configurable by administrator
      iii. Measurements must be retained until cleared by erase control

   C. Search / Selection
      i. Select by point, line, or polygon
      ii. Select by all feature attributes, including shape attributes (area, length)
      iii. Buffer selected features
         - *Use different symbol for buffer shape*
      iv. Select features of a second geometry type based on buffers from a different first geometry type
      v. Save selected records to. xls, .csv file
      vi. Generate mailing labels based on selected features
         - *Option to create labels from a one-to-one relationship (owner) and/or a one-to-many relationship (residents)*
      vii. Provide interface for custom queries using SQL
      viii. Remove features from selection set graphically or by SQL query
      ix. Search by spatial location (overlay)
      x. Masked text input (i.e., ###-###-#### for phone number) for search text boxes
      xi. Auto-complete text boxes based on either feature attributes or linked records
      xii. Search GIS features based on linked attributes
      xiii. Allow drop-down boxes for search terms
         - *Both pre-configured and dynamic based on unique values*

6. Data Linking

  a. Allow linking from tables in SQL Server and Oracle (not registered with a geodatabase)
  b. Recognition of related tables defined by ArcGIS geodatabase relationship classes (related tables)

7. Markup

  a. Add markup as point, line, polygon, and text
  b. Allow modification of markup symbology
      - *Polygon markup must be allowed to have a semi-transparent solid fill symbol*
  c. Allow a user to save markup in application or export markup to standalone file
  d. Ability to bring mark up file into ArcGIS
  e. Allow retrieval of saved markup

8. Print

  1. Provide print framework for high-quality cartographic output, with a graphic (WYSIWYG) template designer
  2. Provide graphic elements including scale bar, RF scale text, north arrow, disclaimer, logo, print date
  3. Print date must be automatically added to output at application runtime
  4. Export to multiple formats (pdf, jpg, etc.)
  5. Support printing of large format page sizes (up to 36"x48")
  6. Provide control for pixel resolution of print image
  7. User-supplied text fields including title and subtitle
  8. Legend configurable for which layer swatches to show

9. Reporting

  1. Provide reporting framework
      Framework should allow integration with Business Objects/Crystal Reports or Microsoft SQL Server Reporting Services
  2. Allow map thumbnails
      Thumbnails must indicate individual selected feature from multiple selection set

10. Geoprocessing/Tasks

  1. Support geoprocessing tasks: Find Address, Find Place, Search, Query, Editor (Geocoding based on our locators)
  2. Support all ArcGIS Server geoprocessing data types
  3. Support tool layers with graphic picks as input

11. Security

  1. Allow Active Directory, LDAP, or other security source
  2. Security must apply to either entire application level or map service/layer/attribute level
  3. Allow group-based security policies

If a product proposed by a respondent consists of both a Web ADF version and a Web Mapping API version, then the *minimum requirements* from above functionality must be met by *at least one* version entirely.

Optional Functionality

Below lists functions that are desired in the application but are not required:

1. Charting of selected features based on attributes (feature attributes or linked attributes)
2. Control attribute hyperlink based on feature value (only create hyperlink if attribute is of a certain format/regular expression)
3. Thematic mapping
4. Upload shapefile/csv
5. Swipe view
6. Allow indication of selected records on print output
7. Data extraction
8. Allow linking to multimedia files (i.e., sewer inspection video)
9. Pictometry integration
10. Allow group layers to be created from layers in different map services
11. Allow users to generate URL for current view extents, visible layers, and active selection
12. Activity logging

Proposed products will be evaluated on whether the required functions are met, and scored accordingly.   Optional features will be factored into proposal scores.

C.   Maintenance

Washtenaw County wishes the application licensing to be perpetual in nature, with a non-expiring usage license as the initial purchase. Annual maintenance costs to allow product upgrades should be separately identified in the proposal. Respondents must provide maintenance projections for a period of three (3) years.

D.   Training/Support

Installation and implementation of the mapping application will be carried out by Washtenaw County IT and the GIS Program. Implementation services are not desired as part of this RFP. However, system administrator training will be required, covering topics of application installation, implementation, and configuration.

The bid should include the cost of system administrator training. Respondents should provide information on additional training options available.
The training costs should be separately identified in the proposal.

Identify conditions of annual support. If ongoing technical support is not included with annual maintenance costs, the bid should include a separate cost that will allow Washtenaw County to purchase blocks of technical support. The technical support costs should be separately identified in the proposal.

ATTACHMENT E.

Proposed Server Infrastructure

The County is currently implementing a distributed ArcGIS Server installation, shared between its own network and that of the City of Ann Arbor. The City and County currently occupy a shared data center and are implementing this distributed installation with the goal of supplying increased map capacity to cover both organizations' business needs.

The following figure represents the County's proposed infrastructure:
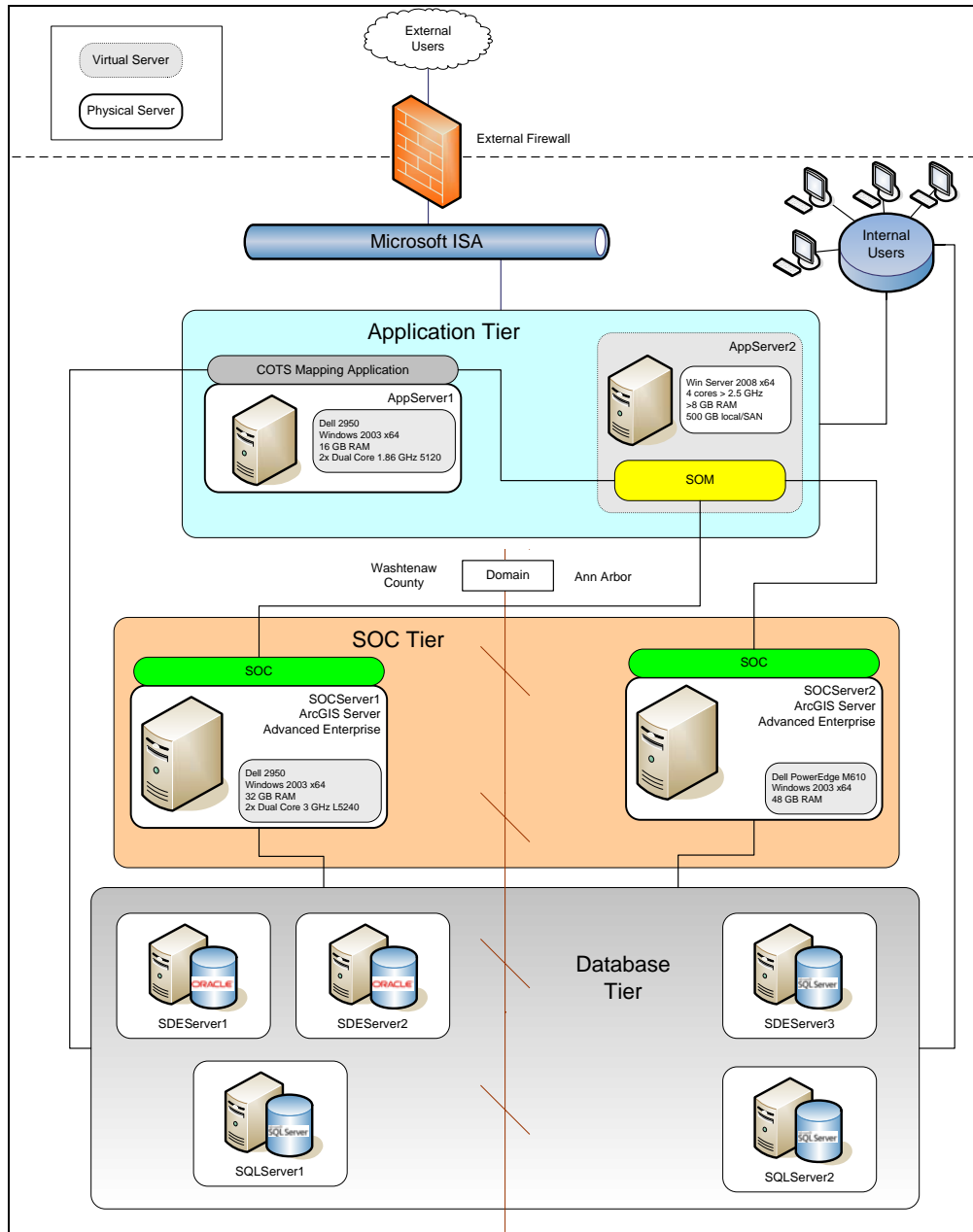
The county uses Microsoft Internet Security and Acceleration (ISA) for external reverse proxy and URL redirection. Requests for the mapping application will be directed to the mapping application server, which in turn will handle requests to ArcGIS Server for map requests or the database servers directly for data from linked tables. The spatial data to be served in the proposed application is contained in the City and County's enterprise ArcSDE geodatabases, running in SQL Server and Oracle respectively.

The application proposed by this RFP will be installed on one of the servers in the Application Tier. At this time, it is unclear whether the application will be installed on a physical server (Windows Server 2003 R2 x64) or virtual server (Windows Server 2008) using the county's VMWare infrastructure. In either case, a maximum of four (4) CPU cores will be available to the server operating system. Respondents are encouraged to discuss virtualization options and describe recommendations as part of their proposal.

VI. STANDARD PROVISION FOR CONTRACTS

If a contract is awarded, the selected vendor 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:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Information and Technolgy Services Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

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

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

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

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

ARTICLE IV - TERM

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

ARTICLE V - PERSONNEL

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

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

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

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 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 - INDEMNIFICATION AGREEMENT

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

ARTICLE VII - INSURANCE REQUIREMENTS

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

1.   Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2.   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 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 VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE X - CONTINGENT FEES

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

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either $10.88 per hour with benefits or $ 12.75 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees.   Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 31, 2010 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change.   Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

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

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XV - ASSIGNS AND SUCCESSORS

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

ARTICLE XVI - TERMINATION OF CONTRACT

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

ARTICLE XVII - PAYROLL TAXES

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

ARTICLE XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XX - CHOICE OF LAW AND FORUM

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

ARTICLE XXI - EXTENT OF CONTRACT

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

PRICING PAGE

Description   **PRICING**

1. **Base Bid**: Includes all items in the scope of services
    Section V.A. Application and V.B. Required Functionality $_____

2. Scope of Services V.C. Optional Functionality, if $_____
    applicable

3. Scope of Services V. D. Maintenance
    a.   Non-expiring usage license initial purchase. If
         included in Base Bid indicated N/A. $_____

    b. Annual ongoing maintenance costs to allow product
        upgrades following initial warranty period. Must   Year of purchase:$_____
        indicate warranty period.   Year 1: $_____
                                                                 Year 2: $_____
                                                                 Year 3: $_____

4. Scope of Services C.E. Training & Support
    a. System Administrator training. Pricing requirements $_____
        are outlined in Section V.D.

    b. Hourly rate for technical support. If included in base $_____
        Bid indicate N/A.

SIGNATURE   PAGE

_____	_____
Signature	Company Name
_____	_____
Print Name	Company Address
_____	_____
Title	Company Address
_____	_____
Date	City St. Zip
_____	_____
Telephone #	Fax #
_____	_____
URL Email Address	Purchase Order Email Address
_____	
Federal Tax ID #	

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

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

By checking this box we hereby certify that we are a Washtenaw County company as defined in Section I.F. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.