

**REQUEST FOR PROPOSAL**

**#6861**

**INTERPRETER**

**SERVICES**

**FOR**

**WASHTENAW COUNTY**

**TRIAL COURT**

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:**

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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 #6861

October 29<sup>th</sup>, 2015

Washtenaw County Purchasing Division on behalf of the Washtenaw County Trial Court is issuing a sealed RFP #6861 for interpreter services. Effective July 1, 2015, the County has a new Local Vendor Preference (LVP) policy. Information is enclosed explaining the criteria as well as the vendor certification and affidavit.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and one (1) **bound copy 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 THURSDAY, NOVEMBER 12, 2015  
AT 3:30 P.M. EST**

**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#6861"
- 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 [dwyerd@ewashtenaw.org](mailto:dwyerd@ewashtenaw.org).

Thank you for your interest.

**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>“Trial Court”</b>       | Washtenaw County Trial Court  |

**II. TERMS**

A. The Trial Court 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 Trial Court may consider. The Trial Court does not intend to award a contract fully on the basis of any response made to the proposal; the Trial Court 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 Trial Court’s specifications and needs.

B. The Trial Court 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 Trial Court to be in the best interests of the Trial Court 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) unbound original and one (1) copy** 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 straightforward, 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.*

**BID #6861 Trial Court Interpreter Services**

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

G. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the Trial Court, 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.

H. 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.

I. 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.

J. Local Vendor Preference – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see “**Local Vendor Certification Application & Affidavit**” enclosed in this RFP.

## BID #6861 Trial Court Interpreter Services

### 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.

- A. 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.

(Attach as Addendum A)

- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Attach as Addendum B)

- C. 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 C)

- D. Review and attach Local Vendor Preference Certification information and signed Affidavit. Please **flag** Addendum E if applicable.

(Attach as Addendum D)

### IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

### V. SCOPE OF WORK

The Contractor will ensure appropriate interpreter services are provided to the Trial Court when needed.

#### Administrative Services:

1. The Contractor will provide management oversight to the office operations and staff provided by the Trial Court for the conduct of timely and efficient services necessary to the statutory duties of the Court.
2. The Contractor will recommend, approve, review and update all forms and official documents necessary to the fulfillment of interpreting services responsibilities.
3. The Contractor will maintain a staff of qualified interpreters who will be able to respond to the Trial Courts' needs in a timely manner.

## **BID #6861 Trial Court Interpreter Services**

4. The Contractor will submit a written proposal of services requested prior to the date of the hearing for approval by the Trial Court.
5. The Contractor will be responsible to maintain confidentiality with regard to cases and information pertaining to any assigned clients.
6. The Contractor will perform other such duties as may be required by law or necessary to the performance of this contract as determined by the Trial Court.
7. The Contractor will work closely with Trial Court personnel to ensure a smooth working relationship between the parties.
8. The Contractor will provide either certified foreign language interpreters or qualified interpreters as defined in the Michigan Court Rule 1.111.
9. The Contractor will maintain detailed records regarding each assignment.
10. The Contractor assures that administrative services provided by all interpreter(s) conform to the requirements stated in 1 through 9 above.
11. Interpreters for hearing impaired must be certified by the Registry of Interpreters for the Deaf (R.I.D.).

### Emergency Services

The Contractor will provide interpreters within three (3) hours of receiving request for emergency service at emergency service rates.

**VI. STANDARD PROVISIONS FOR CONTRACTS**

THIS MASTER SERVICE CONTRACT (the "AGREEMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the WASHTENAW COUNTY TRIAL COURT, located in the County Courthouse, 101 E. Huron, Ann Arbor, Michigan 48104("Court") 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 ensure appropriate interpreter services are provided to the Trial Court when needed.

Administrative Services:

1. The Contractor will provide management oversight to the office operations and staff provided by the Trial Court for the conduct of timely and efficient services necessary to the statutory duties of the Court.
2. The Contractor will recommend, approve, review and update all forms and official documents necessary to the fulfillment of interpreting services responsibilities.
3. The Contractor will maintain a staff of qualified interpreters who will be able to respond to the Trial Courts' needs in a timely manner.
4. The Contractor will submit a written proposal of services requested prior to the date of the hearing for approval by the Trial Court.
5. The Contractor will be responsible to maintain confidentiality with regard to cases and information pertaining to any assigned clients.
6. The Contractor will perform other such duties as may be required by law or necessary to the performance of this contract as determined by the Trial Court.
7. The Contractor will work closely with Trial Court personnel to ensure a smooth working relationship between the parties.
8. The Contractor will provide either certified foreign language interpreters or qualified interpreters as defined in the Michigan Court Rule 1.111.
9. The Contractor will maintain detailed records regarding each assignment.
10. The Contractor assures that administrative services provided by all interpreter(s) conform to the requirements stated in 1 through 9 above.

11. Interpreters for hearing impaired must be certified by the Registry of Interpreters for the Deaf (R.I.D.).

Emergency Services

The Contractor will provide interpreters within three (3) hours of receiving request for emergency service at emergency service rates.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor as follows:

|                                   |   |
|-----------------------------------|---|
| Rate for Consecutive Interpreting | \$xxxx per hour with a one (1) hour minimum for interpreters for Spanish.   |
| Rate for Consecutive Interpreting | \$xxxx per hour with a two (2) hour minimum for interpreters for all other languages other than Spanish. Mileage will be charged at current IRS rate. |

There will be no charge if cancellation occurs more than 24 hours prior to the scheduled event.

For work exceeding the relevant minimum time periods, billable time shall be measured in half hour (30 minute) increments.

Payments not to exceed seventy five thousand dollars (\$75,000) per year without modification of contract.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Washtenaw County Trial Court Administrator, or designee, 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 Chief Judge of the Trial Court.

Section 4 - The Trial Court 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 Chief Judge of the Trial Court.



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

ARTICLE IV - TERM

The contract is for a three (3) year term beginning January 1, 2016 and ending December 31, 2019. If both the County and the Contractor agree the contract may be extended for two (2) additional years. The extensions would be for one year at a time and would follow the same terms and conditions in this contract.

ARTICLE V - PERSONNEL

A. Unless expressly permitted in a SOW, Contractor may not use subcontractors to provide Deliverables to Court.

B. Contractor acknowledges that the relationships between Court and Washtenaw County and their employees are valuable assets of the Court and the County. During the term of the parties' business relationship and for a period of one (1) year thereafter, Contractor agrees not to (1) hire, use, or contract with (or to solicit for hire, use or to contract with) any individual(s) employed by Court or Washtenaw County, or former employees of Court or Washtenaw County who left their employment at Court or the County within ninety (90) days after the termination or expiration of this Agreement (collectively, "Staff"); and/or (2) contact Staff (or have someone else contact Staff) for the purpose of terminating their relationship with the Court or Washtenaw County or offering employment opportunities outside of Court or the County.

C. The relationship between Court and Contractor is that of independent contract. Nothing in this Agreement shall be construed as creating a relationship between Court and Contractor of joint ventures, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

D. Contractor will be responsible for any personnel it may assign to provide Deliverables to Court. Personnel furnished by Contractor shall be and will remain Contractor's employees, and under no circumstances are they to be considered Court's employees or agents.

E. 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.

**ARTICLE VII - INDEMNIFICATION AGREEMENT**

The Contractor will protect, defend and indemnify the Court and Washtenaw County, their 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 the Court and 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 Deliverables in connection with this Agreement 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**

A. The Contractor will maintain at its own expense during the term of this Agreement, 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 Court and Washtenaw County shall be added as "additional insured" on general liability policy with respect to the services provided under this Agreement.

(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.

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

C. No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Court Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of this Agreement, provision of Deliverables and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of provision of Deliverables under this Agreement. Certificates shall be addressed to the Washtenaw County c/o: Trial Court **CR# 6861**, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE IX - COMPLIANCE WITH LAWS AND POLICIES

The Contractor will comply with all federal, state and local regulations, laws, statutes and ordinances, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act. In addition, Contractor shall comply with all reasonable policies and procedures of County.

#### ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of its obligations under this Agreement. The Contractor also promises that, in the performance of its obligations under this Agreement, no officer, agent, employee of the Court or County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this Agreement 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 Agreement, 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 Agreement. For breach of this promise, the Court may cancel this Agreement 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

A. 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).

B. 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.

C. 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 Services Contract or Professional Services Contract with the County to pay their employees under that contract, a minimum of either \$12.00 per hour with benefits or \$14.07 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, 2016 and annually thereafter which amount shall be automatically incorporated into this Agreement. 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 and each SOW 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

A. The County shall have and retain all rights, title and interests in and to all Deliverables and other materials created by Contractor in connection with, or pursuant to, this Agreement. This includes, but is not limited to, copyrightable works of original authorship (including computer programs, technical specifications and manuals), ideas, inventions (whether patentable or not), “know-how,” processes, compilations of information, trademarks and other intellectual property (“Proprietary Materials”). All Proprietary Materials created by Contractor in connection with, or pursuant to, this Agreement are, and will be considered, “works made for hire” as that term is used in connection with the U.S. Copyright Act. To the extent that, by operation of law, Contractor owns any intellectual property rights in such Proprietary Materials, Contractor hereby assigns to County all rights, title and interest in such Proprietary Materials.

B. All Written Materials developed as a result of and/or in association with this Agreement will be freely available to the public. During the performance of its obligations under this Agreement, the Contractor will be responsible for any loss of or damage to the Written Materials while they are in its possession and Contractor must restore the loss or damage at its expense. Any use of any information and results of this Agreement by the Contractor must be approved in writing by the County prior to such use and must reference the Project sponsorship by the County. Any publication of such information or results must be co-authored by the County and approved in writing by the County prior to such publication.

C. To the extent that any Deliverables contain third party tools, software, documents or other materials (“Third Party Materials”), Contractor represents and warrants that it has all rights needed for the Court and the County to access, use and distribute such Third Party Materials in accordance with the terms of this Agreement and the applicable SOW without any additional fees, charges, expenses or agreements.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This Agreement is binding on the Court and the County and the Contractor, their successors and permitted assigns. Neither the Court, County nor the Contractor may assign or transfer this Agreement, in whole or in part, or any of its interest in this Agreement, without the prior express written consent of the other party, which shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without such consent shall be void.

ARTICLE XVII – CONTRACTOR WARRANTIES AND PENALTIES

A. Contractor warrants that all services provided to Court shall be Contractor’s original work, or that Contractor will have acquired all rights necessary to fulfill its obligations, and to grant Court the rights, under this Agreement and each SOW.

B. Contractor warrants that all Services shall be carried out in a diligent, prompt, and professional manner by individuals with the necessary knowledge, skills, expertise and training to provide the Services.

#### ARTICLE XVIII – CONFIDENTIALITY

A. During this Agreement, each party may have access to information that is considered confidential by the other. This information may include technical know how, technical specifications, software object code and source code, protocols, strategic business plans, results of testing, systems, financial information, product information, methods of operation, customer information, supplier information and compilations of data (“Confidential Information”).

B. Each party shall use the other party’s Confidential Information only for the purposes of, and in performance of its obligations under, this Agreement or a SOW. Each party shall maintain the confidentiality of the other party’s Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall either party take less than reasonable precautions to prevent the unauthorized disclosure or use of the other party’s Confidential Information.

C. Each party is permitted to disclose the other party’s Confidential Information to its employees and authorized subcontractors on a need to know basis only, provided that such employees and subcontractors have written confidentiality obligations to that party no less stringent than those contained in this Agreement.

D. The confidentiality provisions of this Agreement do not apply to information that is or becomes entirely in the public domain; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the disclosing party; or created by a party independently of its access to or use of the other party’s Confidential Information.

E. Upon termination of this Agreement, each party shall return the other party’s Confidential Information and shall not use the other party’s Confidential Information for its own, or any third party’s, benefit. Each party’s confidentiality obligations shall survive termination of this Agreement, and any SOW, for so long as the Confidential Information remains confidential.

#### ARTICLE XIX – LIMITATION OF LIABILITY

Regardless of the form of action or theory of recovery, in no event shall Court or Washtenaw County be liable to Contractor in connection with this Agreement and/or the Deliverables for: (A) any indirect, special, exemplary, consequential, incidental or punitive damages, even if Court or Washtenaw County has been advised of the possibility of such damages; (B) any lost profits, lost revenues, lost business expectancy or benefit of the bargain damages; and/or (C) any direct damages in an

amount in excess of the fees paid to Contractor under the SOW under which the claim arose. Any claim arising out of or related to this Agreement must be initiated within one (1) year of the date the party knew, or reasonably should have known, of the existence of such claim against the other party.

**ARTICLE XX - TERMINATION OF CONTRACT**

A. Each SOW and/or this Agreement, may be terminated by either party if the other party commits a material breach of this Agreement or the SOW and fails to correct such breach within thirty (30) days of its receipt of written notice from the non-breaching party. In addition, Court may terminate each SOW and/or this Agreement without cause or reason upon forty-five (45) days prior written notice to Contractor.

B. In the event of termination for any reason, each party shall return the other party's Confidential Information; Court shall pay Contractor all fees owed for all services provided by Contractor as of the effective date of termination; Contractor shall provide all notes, data, memoranda, software and other materials which constitute work in progress for all Deliverables; and Contractor shall return any Court or County equipment and property of any nature which are in Contractor's possession or control.

**ARTICLE XXI - TAXES AND BENEFITS**

Neither federal, state nor local income or payroll tax of any kind shall be withheld or paid by Court on behalf of Contractor or its employees. No Contractor employees shall participate in any benefit of Court, including health insurance, paid vacation or other benefit provided by Court to its employees. The Contractor is responsible for payment of all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Court against such liability.

**ARTICLE XXII - PRACTICE AND ETHICS**

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

**ARTICLE XXIII- AMENDMENTS**

This Agreement may not be modified except by a writing signed by both parties. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. The remedies accorded County under this Agreement are cumulative and in addition to those provided by law, in equity and/or elsewhere in this Agreement.



ARTICLE XXIV - CHOICE OF LAW AND FORUM

This Agreement shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation in relation to this Agreement shall be exclusively initiated and maintained in the Circuit Court of the County of Washtenaw, Michigan, or the U.S. District Court for the Eastern District of Michigan, Southern Division. The parties hereby irrevocably submit to the exclusive personal jurisdiction and venue in such courts. The parties agree that these courts are convenient forums for any such litigation.

ARTICLE XXV - ENTIRE AGREEMENT

This Agreement, all SOW, and any addenda thereto, represents the entire agreement and understanding between the parties with respect to the subject matter addressed herein, and supersedes, replaces and merges all prior representations, negotiations, promises, understandings or agreements whether written or oral, relating thereto. The terms and conditions of each SOW shall govern any conflict or inconsistency with the terms of this Agreement.

ARTICLE XXVI – WAIVER

Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will effect the other provisions of this Agreement.

ARTICLE XXVII - SEVERABILITY

If any provision of this Agreement and/or SOW is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law, and all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXVIII - NOTICES

All notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; or by facsimile or by e-mail (with a confirming copy) and shall be effective when received by such party at the address listed below or other address provided in writing.

ARTICLE XXIX – ELECTRONIC SIGNATURES

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

**BID #6861 Trial Court Interpreter Services**

ATTESTED TO:

WASHTENAW COUNTY

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

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

APPROVED AS TO CONTENT:

CONTRACTOR

By: \_\_\_\_\_  
**David S. Swartz**  
**Chief Judge** (DATE)  
Washtenaw County Trial Court

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

APPROVED AS TO FORM:

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

**PRICE SHEET**

Rate for Consecutive Interpreting \$xxxx per hour with a one (1) hour minimum for interpreters for Spanish.

Rate for Consecutive Interpreting \$xxxx per hour with a two (2) hour minimum for interpreters for all other languages other than Spanish. Mileage will be charged at current IRS rate.

Other prices and charges

## **LOCAL VENDOR PREFERENCE DEFINITIONS:**

Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014.

**A. Washtenaw County Company – must meet all criteria listed:**

- 1) Its headquarters is physically located within Washtenaw County, or it has been conducting business at a location with a permanent street address in the County on an ongoing basis for not less than one taxable year (12 consecutive months) prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business with in Washtenaw County for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

**B. Michigan Company - must meet all criteria listed:**

- 1) Its headquarters is physically located within the State of Michigan, or it has been conducting business at a location with a permanent street address in the State of Michigan on an ongoing basis for not less than one taxable year prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business in the State of Michigan for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

## **Local Vendor Certification Application & Affidavit**

**Background:** To increase economic opportunity in Washtenaw County and the state of Michigan, the County provides a local vendor preference (when determining the award) as follows:

Washtenaw County based companies- A 5% bid discount for purchases greater than \$5,000 and up to \$200,000 and a 2% discount for purchases over \$200,000.

State of Michigan based companies – A 3% bid discount for purchases greater than \$25,000 and up to \$200,000 and a 1% discount for purchases over \$200,000.

**Instructions:** To qualify as a Washtenaw County or State of Michigan company, the following information must be provided:

1. If you are not an existing Washtenaw County vendor, complete the Washtenaw County Vendor Application available at:  
<http://www.ewashtenaw.org/government/departments/finance/purchasing/information-for-vendors/how-to-become-a-vendor> The resulting e-mail confirmation must be printed and submitted.
2. Provide proof that you are a company registered in the State of Michigan by searching for your business on the State of Michigan Corporation Division Business Entity Search ([http://www.dleg.state.mi.us/bcs\\_corp/sr\\_corp.asp](http://www.dleg.state.mi.us/bcs_corp/sr_corp.asp)). The resulting **business Details page** must be printed and submitted.
3. Provide proof that your local taxes are up to date by searching for the municipality in which your business is located on the BS&A Software website (<https://is.bsasoftware.com/bsa.is/SelectUnit.aspx#W>) (may need to copy and paste link to open). After selecting the municipality, select “Tax Information Search” on the left, and search for your business. The resulting **Detailed Tax Information page** must be printed and submitted. NOTE: If you cannot find your municipality on the BS&A website, call the municipality’s Treasurer and request a Detailed Tax Information Form showing local business tax status. Submit this form instead.
4. Provide the following Affidavit of Qualified Local Vendor by filling out the attached affidavit.

All required application materials must be included in the RFP bid response.

For more information, contact: Jillian Grabarczyk  
Administrative Coordinator/Purchasing  
734-222-6738

**BID #6861 Trial Court Interpreter Services**

**Washtenaw County, Michigan Local Vendor Affidavit (March 2015)**

Legal Name of Business \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

Type of services provided:

Construction

Professional Services

Goods & Services

Physical Address of Business Headquarters:

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State

Zip

Is this business headquartered in Washtenaw County?

 Yes No

Has this business been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal?

 Yes No

Are this business's local and state tax filings up to date?

 Yes No

If no, please explain: \_\_\_\_\_

**Any material misrepresentation of information in this document will be grounds for denial of certification and exclusion from all Washtenaw County contracts for a period of one (1) year.**

The undersigned hereby affirms that the applicant firm believes it is qualified for certification as a Local Vendor, as set forth in the certification guidelines established by Washtenaw County. The undersigned agrees to hold Washtenaw County harmless in any claim arising out of this application or information provided by the applicant and agrees to indemnify Washtenaw County for any liability incurred in connection with this application or with the certification of the applicant firm. Further, the undersigned agrees to inform the County immediately of any changes that result in a change of the certification status of the firm.

**BID #6861 Trial Court Interpreter Services**

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Name of Business

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Owner or Managing Partner, and Title

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Name of Contact Person, and Title

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Email Address for Contact Person

---

Phone Number for Contact Person

---

Signature of Owner or Managing Partner, and Title

Date

**Washtenaw County Purchasing Department reserves the right to request additional documentation as deemed necessary.**

**SIGNATURE PAGE**

|                             |  |
|-----------------------------|--|
| _____<br>Signature          | _____<br>Company Name                      |
| _____<br>Print Name         | _____<br>Company Address                   |
| _____<br>Title              | _____<br>City, County, St. Zip             |
| _____<br>Office Telephone # | _____<br>Cell Phone #                      |
| _____<br>Federal Tax ID #   | _____<br>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 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.