

REQUEST FOR PROPOSAL

#6783

SAN (Storage Area Network) SOLUTION

FOR

Washtenaw County Office of Infrastructure Management - IT

Prepared 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:

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

RFP #6783

April 24th, 2014

Washtenaw County Purchasing Division on behalf of Washtenaw County Office of Infrastructure Management is issuing a sealed RFP #6783 acquisition to solicit proposals from qualified vendors to acquire a SAN Storage Solution incorporating Disk Storage, Backup and Archiving data solutions.

Sealed Proposals: Vendor will deliver one (1) unbound original and three (3) bound copies **each with the pricing page flagged** to the County location specified below. In addition, vendor will 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, June 5, 2014 at 4:00 pm

A **MANDATORY pre-bid site meeting** will be held at 1:00 pm EST, Thursday, May 8, 2014 at the Washtenaw County Annex 110 North Fourth Ave, Ann Arbor MI 48104 Annex Large Conference Room 1st Floor.

****Bidders will have until May 15, 2014 to submit questions pertaining to this bid. Answers to all questions will be posted to website by May 22, 2014****

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 6783**".
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** at perrya@ewashtenaw.org

- Please direct technical questions regarding this RFP to Robert Deering **via e-mail only** at deeringr@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
“OIM”	Washtenaw County Office of Infrastructure Management

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 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.

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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.

G. The initial award of this contract shall be for a period of 3 year(s), with an option to renew an additional 2 years, 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.

III. VENDOR SPECIFICATIONS

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.

BID #6783 Disk Storage Solution

(Attach as Addendum A)

B. Staff performing the services on-site must be factory certified. A copy of the certificate must be included in the proposal.

(Attach as Addendum B)

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

(Attach as Addendum C)

D. 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 D)

IV. AWARD

Award will be made to the lowest cost responsive, responsible bidder, with most relevant experience and best qualifications. However, the award may not be based solely on low bid alone. As part of its bid evaluation process, the County may require vendors to be available for an in-person proposal presentation.

Certification of Independent Price Determination

By submitting a proposal, the vendor certifies, and in the case of a joint proposal, to its own firm, that in connection with this proposal:

1. The proposal has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition, and;
2. Unless otherwise required by law, the offer cited in this proposal has not been and will not be knowingly disclosed by the vendor prior to opening directly or indirectly to any other vendor; and
3. No attempt has been made nor will be made by the vendor to induce another person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signatory Authority

Each person signing this proposal certifies that:

1. The signer is the person in the vendor's firm responsible for the decision to offer the proposal; or

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2. The signer is not the person in the vendor's firm responsible within that firm for the decision to offer, but has been authorized in writing to act as agent to quote for the persons responsible for such decisions.

The following schedule lists meetings and deadlines related to this Request for Proposal (RFP) on the SAN Storage Solution.

CURRENT STORAGE AREA NETWORK SYSTEM OVERVIEW

Washtenaw County seeks to update/replace its current solution for SAN Storage Disk Solution.

Washtenaw County primary site is located in City of Ann Arbor Judicial Center

Disaster Recovery Site:

City of Ann Arbor Wheeler Center Fiber Distance 4.2 Miles

CURRENT AREA NETWORK SYSTEM

Instructions:

Each Bidder shall include the recommended quantities (See Sections V. Pricing Submission Instructions) for all components for the system previously stated. Each Bidder shall provide full engineering design and implementation scope.

The system functionality specifications listed below will require a written response

a. MINIMUM FUNCTIONALITY REQUIREMENTS

Washtenaw County is looking for a multi-Tenant, multi-Raid, and Multi-Pool solution. System must be able to configure two or more Trusted Domains allowing each agency to maintain and support SAN Disk and Data Backup requirements

System must be able to place hard limits on disk utilization by tenants, which can be overridden by system administrator.

System must be able to provide reports on each tenant's use of storage and backup and provide the ability to determine cost per TB for chargeback or accounting purposes

Washtenaw County requesting bid to replace current Cisco 9506 Fiber Channel switches to connect current VMware and Physical Server environment

Washtenaw County is requesting to replace current Data Backup Solution using Data de-duplication technology to backup SAN Disk solution.

Washtenaw County is looking for an automated data Archiving solution to allow data to migrate to a lower cost disk solution with replication to alternate secured site to allow lower Backup disk requirements and backup windows.

Washtenaw County is looking for an integrated all in one solution to be managed from a Central Management Software application.

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Collaboration with external options can be submitted jointly.

in Design and full implementation. Meet current industry standards and best practices

ii. Space Requirements

The Storage Area Network proposals must provide options for 100/150/200 TB of usable storage based on best practices and current technologies. Include an upgrade patch with pricing for up to 500 TB of usable drive space

iii. Data management

Central Management software must simultaneously be usable by multiple staff members

iv. Virtualization or equivalent

The Storage Area Network must virtualize, or otherwise manage storage to maximize performance and space utilization, while presenting a logical device to servers

v. Washtenaw County Supports

Windows XP/2000/2003/2008/2012/7

Linux

VMWare

ESX/VDI

XEN App

XEN Desktop

NAS Storage arrays

LUNS shall look like logical disks to servers

vi. Fiber channel switching

Bidder's proposals must include Fiber Channel switches that are able to dual connect 72 servers on each controller. Provide options to expand up to 144 dual connected servers. Alternate connectivity can be proposed.

vii. Hot plug support

Hard Drives must be able to be swapped out without downtime or data loss

viii. LUN manipulation

The Storage Area Network must support LUN Snapshots, mirroring, and/or other LUN manipulation options.

ix. Fully redundant solution

All hardware must be redundant with no single points of failure.

x. Environmental

If applicable, all hardware devices must consume low amounts of power, produce low amounts of heat, plug into 110V 15 or 20 amp service and fit into 19 inch racks. Current UPS's will be utilized to provide power to the

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devices at all nodes.

xi. End of Life

The "End of life" of software and hardware must be 5 years from the date of acceptance. This includes, but is not limited to, the date which manufacturer based support will no longer be available.

xii. Software Documentation

Washtenaw County requires that the bidder provides both on-line and printed or printable hard copy documentation (user manuals). The successful bidder must permit copying of all manuals for internal use at Washtenaw County

RFP Development Process Schedule of Events

Event	Date	Time
1. Formal issuance of RFP	April 24, 2014	
2. Mandatory Pre Bidder Meeting	May 8, 2014	1:00 pm
3. Last day for submitting inquiries	May 15, 2014	
4. Email delivery to Prospective Providers of answers and amendment(s) to RFP	May 22, 2014	
5. Proposals due from Prospective Providers	June 5, 2014	4:00 pm
6. Selection and announcement of Solution and Provider	June 30, 2014	

Deadline dates are as indicated unless otherwise changed by Washtenaw County. In the event that Washtenaw County finds it necessary to change any of the dates or activities listed in this calendar, it will do so by issuing a written statement or an amendment to the RFP to prospective Providers. **RFP to prospective Providers**

A. Disk Storage Solution- Must be quoted per unit pricing

Washtenaw County current SAN Solution is EMC VNX5700 with the following disk model and design. Bid proposal is requesting 230 TB of usable disk for Data Center.

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Current SAN Solution	Qty	Disk Size		
EMCVNX5700				
SATA Flash Drive	9	183.44 GB		
SAS Drive	108	536.80 GB		
SATA Drive	53	1834.35 GB		
Current RAID Solution		Usable Disk		
Raid 1/0		8,514.61 GB		
Raid 6		73,741.74 GB		
NAS		7,337.4 GB		
Proposed Solution	QTY	Usable Disk		
DATA CENTER				
Raid 1/0		30 TB		
Raid 6		150 TB		
NAS		50 TB		
Proposed Solution				
DATACENTER				
Item	Qty	Disk Size	Unit Price	Extended
			Total	

B. Cisco Fiber Switches

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Bidder's proposals must include Fiber Channel switches that are able to dual connect 72 servers on each controller. Provide options to expand up to 144 dual connected servers. Alternate connectivity can be proposed

CISCO Fiber Switches					
Current Solution					
Model		Ports			
		4 GB	2 GB		
9506		24	48		
9506		24	48		
Proposed Solution					
DATACENTER					
Item	Qty	Ports		Unit Price	Extended
				Total	

C. Backup Solution Must be quoted per unit pricing

Washtenaw County current backup solution is EMC Avamar. Washtenaw County is requesting backup solution for SAN Storage solution. Washtenaw County currently maintains a 42 day backup retention. Replication site configuration is identical to Target site

Please bid two identical units

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				Total	

D. Archiving Solution Must be quoted per unit pricing

Washtenaw County is looking for an automated data Archiving solution to allow data to migrate to a lower cost disk solution with replication to alternate secured site to allow lower Backup disk requirements and backup windows utilizing WORM technology solution.

Replication to be offsite at Wheeler Center

Archiving Solution			
Data Center			
Item	Qty	Unit Pricing	Extended
Wheeler Center			
Item	Qty	Unit Pricing	Extended
		Total	

E. Maintenance Must be quoted per unit pricing

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Maintenance support for proposed solution in items A thru E. for system support and system upgrades. Quote a 1 year maintenance agreement

Support Contract to provide 24/7 Maintenance Coverage

Maintenance					
Yearly Maintenance					
Item		Unit Pricing			Extended
				Total	

F. Professional Services for Migration

Washtenaw County is looking for professional services for Data Migration from EMC VNX solution to proposed new SAN Storage solution.

This would be a separate RFP. **YES or NO**

G. Optional Deliverables

Submission of innovative program ideas to increase vendor penetration of the market or satisfaction of the Eligible Participants as well as provide opportunity for stronger partnerships is encouraged.

Respondents are encouraged to provide a contract mechanism for their current eligible customers to roll into this agreement at any time after the inception of the contract

All pricing on future products offered under this proposal must, at a minimum, reflect the same percentage discounts or better as established with this contract award.

Greater discounts are permissible and encouraged.

Any price reductions from suppliers from the time of proposal submission to time of purchase order must be passed on to Washtenaw County

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Respondents must identify any and all associated costs, fees or charges for which Washtenaw County may be billed. Costs not indicated in your proposal will not be paid.

H. Training/Support

The successful respondent shall provide details and outline their capability to provide technical support training. Vendors will specifically address the following areas in their response:

1. Training provided as part of purchase of SAN storage solution hardware and software. This may include training vouchers other training credits identified by the course name and number these credits may be used towards and time limits for these credits if any.
2. Availability of on-site and remote training options covering the proper configuration, daily operation, and maintenance of the system.
3. Scheduling of training at a mutually agreed upon date and location.
4. Describe all documentation and training material provided to the institution by the vendor at the completion of the project. This includes any and all materials offered by the vendor deemed to be helpful in the day-to-day operation of the system.
5. Variety of trainers. Responses shall provide information regarding training providers and nature of relation to wireless hardware and software equipment provider. Examples- they are the same company, recommended training partner (authorized trainer)
6. Capacity and location of training.

PRICING PAGE

Description

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1. Scope of Services V: Base Bid: Item A. San Solution \$ _____
2. Scope of Services V. Item B: Fiber Channel Switching, if applicable \$ _____
3. Scope of Services V. Item C. Backup Solution, if applicable \$ _____
4. Scope of Services V. Item D. Archiving Solution , if applicable \$ _____
5. Scope of Services V. E. Maintenance, if applicable \$ _____
6. Scope of Services V. Item F. Data Migration, if applicable **YES or NO**
7. Scope of Services V. G. Optional Deliverables, if applicable \$ _____
8. Scope of Services V. Item H. Training/Support, if applicable \$ _____

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:

AGREEMENT is made this _____ day of _____, 2014, 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.

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 \$11.40 per hour with benefits or \$ 13.37 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, 2013 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

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

ARTICLE XXII – 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

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

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

(Include) PRICE SHEET

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

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.

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 and returned as part of vendor proposal.