CLEMIS

Procurement Policy

of the

COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY

(as of August 20, 2026)

ARTICLE I
STATEMENT OF POLICY

1.1. The chief executive officer (the "**CEO**") of the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "**Authority**") shall be responsible to the executive committee of the Authority (the "**Executive Committee**") in both competitive and non-competitive arrangements as follows: for the recommended selection of a contractor; legality and propriety of the procurement; and contracting procedures utilized. In all applicable cases, a contract shall be awarded in compliance with any other applicable federal, state, and local laws, rules and regulations, or state or federal grant contracts.

1.2. Notwithstanding any provisions of the procurement policy of the Authority (the "**Policy**") to the contrary, the Authority is not required to utilize a competitive procurement process when transitioning vendors performing CLEMIS-related services from Oakland County to the Authority.

ARTICLE II
GENERAL CONDITIONS

2.1. The legal counsel of the Authority shall review all material contracts of the Authority to assure their sufficiency as to form, compliance with laws and regulations, terms of applicable grant contracts, and to otherwise protect the best interest of the Authority. For the purposes of this article 2 and for the purposes of article 4 below, contracts shall be deemed to be "material" if they involve the expenditure of more than $100,000 or involve any potential conflict of interest (either direct or organizational).

2.2. All procurement transactions in excess of $10,000 shall be conducted in a manner so as to involve a competitive process or analysis. All procurement transactions in excess of $100,000 shall be conducted in a manner so as to provide full and open competition through appropriate means.

2.3. Proposed procurement actions shall be reviewed by the CEO to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

2.4. Invitations for bids or requests for proposals, information, quotations, or qualifications shall be based upon a clear and accurate description of the technical

requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly and unnecessarily restrict competition. "Brand name or equal" descriptions may be used only when an adequate specification or more detailed description cannot be provided. When used, the description must carefully identify the minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation. Geographical preferences should not be stated unless allowed by applicable law.

2.5. Invitations for bids or requests for proposals, information, quotations, or qualifications shall be publicly posted on the Authority's website, either on the homepage or on a separate webpage dedicated to invitations or requests that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes its purpose for public notification of invitations or requests.

2.6. The Authority may utilize the Michigan Inter-Governmental Trade Network ("**MITN**") to invite vendors to register for access to invitations for bids or requests for proposals, information, quotations, or qualifications posted by the Authority. The Authority may also utilize prequalified vendors designated by Oakland County.

2.7. The type of procuring instruments used for material contracts (e.g., fixed price contracts, qualifications based contracts, best value contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.) shall be appropriate for the particular procurement and for promoting the best interests of the Authority. The procuring instruments used shall set forth the applicable evaluation criteria and evaluation factors to be used by the Authority in making a selection of a contractor.

2.8. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, and accessibility to other necessary sources. For contracts involving federal funds, a check should be performed to confirm that a potential contractor is not on List of Parties Excluded from Federal Procurement or Nonprocurement Programs as published by the General Services Administration.

2.9. The CEO shall be responsible for assuring that all firms doing business with the Authority (for construction, equipment, professional services, or materials/supplies) are legally and professionally qualified to perform the services at competitive costs and are capable of demonstrating financial responsibility. In appropriate cases (e.g., contracts involving extended performance or delivery), the CEO or his or her designee may require that financial responsibility be determined through a review of financial statements or other financial information available with respect to the potential contractor. If in such cases adequate financial information

is not available, and if appropriate and consistent with applicable federal, state, and local requirements, the CEO may require sufficient bonding to assure completion of the applicable work.

2.10. Procurement records or files for purchases in amounts in excess of $25,000 shall provide adequate records to justify the procurement method used, the reason for contractor selection or rejection, the selection of contract type, the reasons for contractor selection or rejection, the basis for the contract cost or price, and justification for the contract cost or price. In the case of non-competitive solicitations, the procurement records should indicate the justification for the non-competitive solicitation and confirmation of the basis for justifying the contract cost or price, including profit. In evaluating costs, the cost principles employed by the Authority should be consistent with applicable federal cost principles.

2.11. The following matrix specifies who may authorize and execute contracts:

Executive Committee Action Not Required for Items (A) – (F), Except as Provided for in (H)		**Summary of Amount/Type of Contract**
A.	The COO may authorize and execute contracts up to a maximum of $10,000.	Up to $10,000
B.	Except as provided for in D below, the CEO or designee may authorize and execute contracts up to a maximum of $50,000.	Up to $50,000
C.	The CEO or designee, with the approval of the Chairperson or designee, may authorize and execute contracts in response to an Emergency or Public Exigency.	Contracts in response to an emergency or Public Exigency
D.	The CEO or designee, or the Chairperson or designee, may authorize and execute Sole Source Contracts up to $100,000; contracts for Professional Services up to $250,000; and contracts competed by RFP up to $250,000.	Sole Source Contracts up to $100,000
		Professional Services Contracts up to $250,000
		Contracts Competed by RFP up to $250,000
E.	The CEO or designee, or the Chairperson or designee, following consultation with Legal Counsel, may authorize all non-disclosure agreements.	Non-Disclosure Agreements

F.	The CEO or designee, or the Chairperson or designee, following consultation with Legal Counsel, may authorize and execute all contracts for professional consultant services donated to the Authority.	Donated Professional Services

Executive Committee Action Required for (G) – (H)	
G.	Executive Committee approval is required to authorize the CEO or designee, or the Chairperson or designee, to execute any contract not described in (A) through (F) above or any Disadvantageous Contracts (i.e., contracts where the Executive Committee determines that competitive bidding would be disadvantageous to the Authority).
H.	Executive Committee approval is required to authorize the CEO or designee, or the Chairperson or designee, to execute any contract that exceeds a term of five (5) years.

2.12. For all competitive contracts that exceed $25,000 and all non-competitive contracts that exceed $10,000, the CEO or his or her designee shall confirm (and certify, if so requested) that the procurement and selection procedures undertaken by Authority staff are in accordance with applicable federal, state, and local laws, and (if applicable) that the Executive Committee, by adopted resolution approving such contracts, will not be breaching any duties as defined by these laws.

2.13. For all competitive contracts of $25,000 or less and for all non-competitive contracts of $10,000 or less, the CEO shall implement internal administration procedures to be used by the Authority.

2.14. The CEO shall generally establish an evaluation committee for competitive procurements in excess of $100,000 in connection with the evaluation of responses to requests for proposals ("**RFPs**") or like proposals and the making of award recommendations to the CEO and the chief operating officer (the "**COO**"). The evaluation committee shall be selected separately for each such procurement to ensure adequate knowledge of the subject matter of the contract at issue and the technical expertise to apply the applicable selection criteria. The evaluation committee shall document its proceedings. The applicable documentation shall be made available to the Authority upon request.

2.15. The CEO shall provide notice of all contracts entered into at the next succeeding meeting of the Executive Committee following contract execution.

2.16. The CEO shall provide members of the Executive Committee with a copy of all invitations for bids or requests for proposals, information, quotations, or qualifications that will require approval by the Executive Committee. Members of the

Executive Committee shall maintain the confidentiality of the proposed terms of an invitation or request, until said terms are made public and, unless known to the public, each member of the Executive Committee shall maintain the confidentiality of the existence of an invitation or request until such invitation or request is made public.

2.17. In addition to the other provisions of the Policy, the Authority's Ethics and Conflict of Interest Policy, the Authority's Anti-Fraud Policy, and any other applicable policy of the Authority, the Authority has the following written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts:

(1) No employee, officer, or agent of the Authority shall participate in the selection, or in the award or administration, of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer, or agent, (ii) any member of his or her immediate family, (iii) his or her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

(2) The Authority's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; provided, if unsolicited, the foregoing shall not apply to gifts of less than $200, unless such gift would otherwise be in violation of any applicable federal, state, or local laws, rules or regulations, or would be a breach of any applicable federal or state grant agreement.

(3) A violation of these standards or conduct will subject the officer, employee, or agent to sanctions up to and including dismissal or termination. A violation of these standards or conduct by contractors or their agents or employees shall subject them to sanctions up to and including disqualification for the award of a contract.

2.18. All procurement transactions shall be conducted in a manner to provide fair, free, and (when appropriate or required by federal, state, or local law) open competition. The Authority shall use its best efforts to identify organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or RFPs shall be excluded from competing for such procurements.

2.19. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Authority in terms of price, quality, expertise, responsibility, and other factors considered; provided, in Fixed Price procurements calling for sealed bids, the award shall be made to the lowest

responsive and responsible bidder. Solicitations shall clearly set forth, to the extent practical, all material requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Authority. All solicitations of material contracts should reserve to the Authority the right to reject any and all bids or offers when it is in the Authority's interest to do so.

2.20. If a procurement involves options, option quantities and pricing must be evaluated as part of the award process. Before exercising an option, the Authority shall ensure that the price is better than other prices available in the market or is otherwise more advantageous to the Authority. In procurements involving federal funds, if the option is not evaluated as part of the award process, the exercise of the option shall be viewed as a sole source award and may go forward only if there is adequate justification for a sole source award.

2.21. The Authority is a public body as defined by the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 ("**FOIA**"). A bid or proposal by a person to enter into a contract or agreement is exempt from disclosure as a public record until the time for the public opening of bids or proposals, or if a public opening is not to be conducted, until the deadline for submission of bids or proposals has expired. Until the public opening, bids or proposals will be held in confidence and will not be revealed to or discussed with competitors or the public. The time and place for public opening shall be set forth in the invitation for bids or request for proposals, information, quotations, or qualifications.

2.22. Reports of procurements not requiring Executive Committee consideration shall be reported to the Executive Committee monthly.

ARTICLE III
PROCUREMENT PROCEDURES

3.1. **Competitive (Open) Contracts.** Unless adequate justification exists for a non-competitive arrangement, as determined by the CEO in compliance with applicable federal, state, and local laws, regulations and rules, the CEO shall secure competitive pricing for all contracts between $10,000 and $100,000, and shall publicly advertise for contracts over $100,000. Methods of competitive procurement include Sealed Bids; Fixed Price; Competitive Proposals (RFPs), including Best Value selections; and Two-Step Procedures (Requests for Information or Technical Qualifications followed by Requests for Proposal or Bid).

3.2. **Non-Competitive (Non-Open) Contracts.** Non-competitive procurements or procurements not publicized as open procurements may be utilized if:

(1) An exigency or emergency will not permit the delay resulting from following competitive requirements.

(2) The goods or service to be procured are available from only one source, including, but not limited to, proprietary services, equipment, or information, such as a software license agreement.

(3) Only one acceptable quote, bid, or proposal has been received after following competitive requirements.

(4) Sole Source Purchases are discouraged. The reasons for a Sole-Source justification should be reflected in the procurement files, as well as the cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of costs and profits.

(5) Procurements should not be divided or restricted for the purpose of avoiding additional procurement requirements applicable to larger acquisition.

(6) Procurements involving the expenditure of federal funds must comply with applicable federal laws and regulations.

3.3. **Equal Opportunity-Affirmative Action.** No contract shall be awarded to any consultant, contractor, or any other party who is not in compliance with equal opportunity and affirmative action laws of the federal government and the State of Michigan.

3.4. **Protest Procedures.** For most procurements involving material contracts, the request for proposals or other solicitation documents shall include a specific procedure relative to protests involving either the efficacy or appropriateness of the solicitation documents and procedures, or as to the appropriateness of any award. The particular protest procedure in the request for proposals or other solicitation documents shall be determined by the CEO of the Authority or his or her designee (such person being referred to in these Protest Procedures as the "CEO") to be appropriate for the nature of the solicitation and the services or items involved in the solicitation.

ARTICLE IV
CONTRACT DOCUMENTS

4.1. **Contract Terms.** All material contracts shall contain such provisions or conditions which protect the best interest of the Authority and shall be in compliance with the terms of applicable federal, state, and local laws, regulations, and ordinances.

4.2. **Grant Contracts.** Where project funding is obtained pursuant to a grant agreement, all requirements of the grant shall be adhered to, and contractual documents executed by the Authority shall reflect such requirements where appropriate.

4.3. **Remedies.** All material contracts shall contain such provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where

contractors violate or breach contract terms, and provide for such sanctions, penalties, or liquidated damages as may be appropriate and available on commercially reasonable terms.

4.4. **Compliance with Laws.** All contracts shall include a provision that the consultant or contractor shall, in the performance of the contract, be in compliance with applicable federal, state, and local statutes, ordinances, and regulations.

4.5. **Insurance.**

(1) All material contracts, as applicable, shall provide that the contractor maintain comprehensive general liability insurance in an amount not less than $1,000,000 including contractual liability (as well as products and completed operations), and automobile insurance of not less than $250,000/$500,000/$250,000 and statutory Worker's Compensation coverage. In instances where the CEO deems it appropriate, different insurance requirements may be established.

(2) All contractors shall be required to furnish certificates of insurance from their insurance carriers showing the amount, extent of coverage, and expiration date of the policy and the Authority shall generally be named as an additional insured and (if available on commercially reasonable terms) shall be given thirty (30) days written notice prior to cancellation or expiration of the policy.

(3) If the contractor is self-insured, the insurance requirements of sections 1 and 2 above may be waived by the CEO provided that any required certificate of the appropriate state agency has been furnished to the Authority.

4.6. **Contract Change Orders.** In order to provide a means of effecting uninterrupted progress on any procurements governed by the policy, the CEO may authorize changes subject to the following, unless compliance with the foregoing is waived by the CEO in compliance with applicable federal and state laws, regulations, and rules:

(4) The cumulative amount of such changes shall not increase the total amount of the original approved project contract by more than 25%.

(5) A single change order shall not be in excess of $100,000.

(6) It is not the intent of this authorization to allow the CEO to make change orders that materially change the scope and size of the contract.

(7) The CEO shall also implement such internal policies and procedures as are necessary for the administration of contract change orders.

ARTICLE V
CONTRACT ADMINISTRATION

5.1. A contract administrative file shall be maintained for each contract entered into by the Authority. The file shall contain a complete copy of the contract as well as the procurement documentation, all applicable correspondence, change orders, directives, and other written materials relative to the administration of the contract, as well as documentation of all official actions taken under the contract, including close-out (if applicable).

5.2. In view of the limited number of personnel employed by the Authority, absent a separate delegation of responsibility (as described below) the CEO of the Authority shall be responsible for administering contracts, including monitoring performance under each contract and overseeing the proper maintenance of the administrative file for each contract. When appropriate, the CEO may designate one or more different employee(s) or representative(s) as the person(s) responsible for administering a contract, although in each case one designee shall have primary responsibility for the contract and for coordination of others in administering the contract and maintaining the administrative file for the contract.

ARTICLE 6
ADMINISTRATIVE MATTERS

6.1. **Sunset Clause.**

(8) The Policy shall remain in full force and effect for a period of eighteen (18) months from the Effective Date, after which time it shall be subject to reevaluation.

(9) Not less than three (3) months prior to the expiration of the Policy, the CEO shall bring a recommendation to the Executive Committee, advising that it take one of the following actions:

(a) renew the Policy in its current form;

(b) amend the Policy to address identified deficiencies or changing circumstances; or

(c) allow the Policy to expire and implement a new procurement policy.

6.2. **Delegation.** The CEO may delegate any of his or her rights and prerogatives under the Policy, in whole or in part, to the COO of the Authority.

6.3. **Reliance.** The Audit and Finance Committees of the Authority may rely upon certifications or other appropriate assurances by the CEO or his or her designee as to matters pertaining to the Authority's compliance with the Policy in regard to contracts, leases, or other matters referred to in the Policy.

6.4. **No Third Party Rights.** The Policy shall not give rise to any rights or claims by any third party dealing with the Authority, including without limitation to any

disappointed or protesting party relative to the award of a contract or other approval by the Authority.

6.5. **Amendment.** The Policy may be amended by a majority vote of the Executive Committee.

6.6. **Legal Compliance.** If the Authority applies for and receives state or federal funds that require the Authority to comply with procurement or contracting requirements that are in conflict with the Policy, the state or federal requirements shall take precedence. If any provision of the Policy or subsequent application thereof conflicts with any state or federal law, rule, or regulation, said law, rule, or regulation shall control.

6.7. **Severability.** If any provision of the Policy is held unconstitutional or otherwise invalid, the remaining parts thereof will remain in full force and effect.

Adopted February 12, 2026;
Amended August 20, 2026