

REQUEST FOR PROPOSAL

#6876-REBID

Well Drilling and Maintenance Services for Various Washtenaw County Parks Locations

FOR

Washtenaw County Parks and Recreation Commission

Issued By:

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

Beth A. Duffy, CPPB
(734) 222-6761



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 #6876-REBID

April 4, 2016

Washtenaw County Purchasing Division on behalf of Washtenaw County Parks and Recreation (WCPARC) is issuing a sealed RFP #6876-REBID for Well Drilling and Maintenance Services for Various WCPARC Locations. Effective January 31, 2016, 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 (2) **bound copies 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, April 21, 2016 at 3:00 pm 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#6876-REBID**"
- Please direct purchasing and procedural questions regarding this RFP to Beth Duffy **via e-mail only** to duffybe@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Edward Holley **via e-mail only** at holleye@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
“Department”	Washtenaw County Parks and Recreation

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) unbound original and three (3) copies** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

BID #6876-REBID Title of Bid

F. The initial award of this contract shall be for a period of One (1) year(s), with an option to renew an additional Two (2) 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 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.

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.

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. 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)

BID #6876-REBID Title of Bid

- 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)

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

(Attach as Addendum E)

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 supply all labor, materials, tools and supervision with incidental services necessary to provide "Well Drilling and Maintenance Services" on an as needed basis.

The work to be done shall consist of furnishing all labor, materials, tools, equipment and supervision with incidental services necessary for the complete and satisfactory plugging of abandoned water wells along with drilling and installation of new wells and general well related maintenance work as requested. The contractor shall provide a written proposal for any work done under this RFP and shall be in accordance with pricing given within this bid. All work must have prior approval from WCPARC Director. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances relating to performances of the work. All work is to be done in accordance with the Michigan Water Well Construction and Pump Installation Code, Act 368, PA of 1978, Part 127, known as the Ground Water Quality Control Act and administrative rules adopted thereunder and specifications described herein.

The proposed water well abandonment and/or new well placement site is indicated in writing by Washtenaw County Parks and Recreation (WCPARC) Director. It should be realized that in some cases it may be impractical to plug a well due to its location, such as a well located under a structure. In the event the CONTRACTOR determines the well to be inaccessible for plugging, the CONTRACTOR shall notify the WCPARC Director before proceeding.

The decision as to whether a casing must be removed as part of the abandonment procedure will be made by the WCPARC Maintenance Superintendent. All work shall be subject to the order of WCPARC representative who shall be kept informed at all times as to the status of the work.

WCPARC will pay the contractor for unit price bid based on the actual well depth and diameter of well.

Revised 6/03 2 Authority: Act 368 PA 1978

Form #EQC 2047

REGISTRATION

The work shall be completed by a water well drilling contractor registered in the State of Michigan, who shall comply with all applicable rules, regulations, and guidelines published by the State of Michigan regarding the performance of the work. All permits are to be requested by and issued thru the CONTRACTOR and at the CONTRACTORS Expense.

UTILITIES FOR CONSTRUCTION

Unless otherwise provided for in these specifications, the CONTRACTOR shall furnish their own source of electricity, fuel and water required to perform the work, and shall bear the cost of these services.

PROTECTION OF PROPERTY

The CONTRACTOR shall properly protect all surface and subsurface structures and surrounding areas from damage which may result from the methods employed in performing the work. The CONTRACTOR shall be responsible for any damages to such structures resulting from his operations. Damaged property shall be repaired or replaced to a condition which is equal to that which existed prior to damage. WCPARC shall have the right to approve these restoration measures. The contractor will perform all work in a neat and professional manner taking extra care to make sure that the work site is left in the same condition as originally found. Any concerns to property must be addressed prior to work beginning. Pictures and a written memo must be submitted to the WCPARC Maintenance Superintendent regarding any issues to landscape, structures, electrical telephone and cable lines prior to beginning work.

NOTIFICATION OF UTILITIES

The CONTRACTOR shall comply with Act 53, PA of 1974, by notifying the public utilities of the proposed drilling or excavating at least 48 hours prior to the commencement of such activities by contacting MISS DIG at 1-800-482-7171.

DISPOSAL OF WATER

The CONTRACTOR shall make all provisions necessary for conveying any water encountered in performing the work away from adjacent structures, and shall take measures necessary to prevent erosion and/or flooding of the site and adjacent properties. The CONTRACTOR shall also prevent discharge water from flowing over any adjacent wells or sewage disposal system.

CLEAN-UP

The CONTRACTOR shall provide all material and labor to maintain the site in an orderly condition, which is conducive to good workmanship. The CONTRACTOR shall keep the site free from accumulation of waste materials, rubbish, and other debris resulting from the work. All debris is to be removed from county property and disposed of in a manner consistent with all federal, state and local guidelines and regulations.

SAFETY

The CONTRACTOR shall comply with all applicable laws and regulations governing the furnishing and use of safeguards, safety devices, and protection equipment. The CONTRACTOR shall take any necessary precautions to protect the life and health of employees and the public in the performance of the work. The contractor will perform all work in accordance with OSHA and MIOSHA regulations.

EXCAVATION OF WELL

Locating buried wells, excavation, backfilling, and site restoration shall be on the basis of the unit price per hour and shall include all labor, material, and equipment to locate and expose the well, backfill the excavation, including well pits, and perform site restoration as specified herein not to exceed the time estimated on the bid sheet without prior approval or WCPARC representative.

PLUGGING MATERIALS

- A. Neat cement slurry - a mixture of one bag (94 pounds) of Type I Portland cement to not more than 6 gallons of clean water as defined in R325.1603a(1), Rule 103a(1), definitions; N, O.
- B. Concrete slurry - a mixture of one bag (94 pounds) of Type I Portland cement to an equal amount of dry sand to not more than 6 gallons of clean water as defined in R325.1602(3), Rule 102(3), definitions; C, D.
- C. Coarse grade bentonite - crushed high swelling sodium bentonite. The minimum particle size shall be 1/4 inch in diameter as defined in R325.1601a(4), Rule 101a(4), definitions; B.
- D. Bentonite pellets - a pre-formed compressed tablet made of high swelling sodium bentonite. The minimum pellet size shall be 1/4 inch in diameter as defined in R325.1601a(6), Rule 101a(6), definitions; B.

GROUTS AND GROUT/FLUID ADDITIVES

Bentonite grouts; special cements; or other admixtures to the grout material to reduce permeability, increase fluidity, control time of set, or alter the slurry composition in any way, shall not be used unless approved by WCPARC. WCPARC approval shall be based upon compliance with the following specifications as applicable: ANSI/NSF standards 60 or 61 (additives), ASTM specification C 150 (cements), or section 10 of

the API specification 10 and section 4 of the API specification 13A (bentonites) in accordance with R325.1640(2)(a) and (b), Rule 140(2)(a) and (b), certification of water well components.

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COMPLETION OF WORK

GENERAL REQUIREMENTS

Unless otherwise specified, abandonment of an existing contaminated well shall take place after construction of the replacement well in order to minimize interruption of water service.

Prior to plugging the existing contaminated well, the CONTRACTOR shall make appropriate measurements to verify well depth.

The CONTRACTOR shall maintain a complete and accurate record of the plugging operation. The information to be recorded shall include the type of plugging material used, volume of material used, and method of placing plugging material into the well. Such written record shall be available for inspection on site at the request of WCPARC. The completed well plugging report shall be submitted to WCPARC within 60 days of completion of the plugging operation. Final approval and payment to the CONTRACTOR shall be withheld by WCPARC until the plugging report has been submitted.

Water necessary for preparing plugging slurries shall be obtained by the CONTRACTOR at Contractor's own expense from a source satisfactory to WCPARC and shall be conveyed in a clean, sanitary container.

REMOVAL OF WELL MATERIALS

The CONTRACTOR shall remove all materials from the well which may hinder its proper abandonment, if possible, in accordance with R325.1662(2), Rule 162(2), abandoned wells and dry holes; removal of debris and obstructions. This shall include pumping equipment, drop pipe, and packer jets. Removal of check valves is not required. Electrical disconnections of the pumping equipment shall be made in accordance with applicable electrical codes.

CASING REMOVAL

The casing and screen shall be removed where specified by WCPARC. If measurements and available local geological information indicate that the existing contaminated well terminates in the same formation as the completed replacement well, penetrates a confining formation (clay, hardpan), or WCPARC representative believes there is a visible open annular space around the casing, the CONTRACTOR shall remove the casing with the approval of WCPARC representative. The casing shall be removed by applying a lifting force to the casing with the drilling rig, jacks, jarring head, trip casing spear or a combination of the above methods. The plugging material shall be placed into the well after the screen is removed and prior to the removal of the casing

so that the plugging material is in contact with the formation materials as the casing is being pulled.

CASING TERMINATION

Where removal of the casing is not required, as determined by WCPARC representative, or where the casing cannot be removed, the CONTRACTOR shall cut the casing off at least 12 inches below grade. For wells located in a building, upon completion of well plugging, the CONTRACTOR shall fill the casing to floor level with no less than 12 inches of cement. Casing shall be cut off not more than 3 inches from floor level. For wells terminating in a well pit, casing shall be cut off not less than twelve inches below the grade established when the pit is filled. Where the well cannot be Revised 6/03 5 Authority: Act 368 PA 1978 Form #EQC 2047 located, or is determined by WCPARC to be inaccessible, the service line shall be cut off not more than 3 inches from the point of building or structure entry, and shall be filled with no less than 12 inches of cement.

PLUGGING PROCEDURES

Wells shall be plugged in accordance with the CODE, R325.1663, Rule 163, Abandoned wells and dry holes; plugging method and R325.1664, abandonment of wells; plugging materials.

- A. Slurry mixture and pumping - When neat cement slurry or concrete slurry is used, it shall be placed into the well by pumping down a tremie pipe of at least one inch inside diameter which has been placed to the bottom of the well to avoid segregation or dilution of sealing materials. The slurry shall be applied in one continuous operation until the well is filled. The tremie pipe shall be submerged in the slurry at all times during slurry placement. Equipment used for pumping cement grout shall be of the diaphragm, piston, gear, or helical type. The CONTRACTOR shall be responsible for determining the amount of slurry required to plug the well.
Appendix IV of the Michigan Water Well Construction and Pump Installation Code, Act 368, PA of 1978, Part 127, known as the Ground Water Quality Control Act and administrative rules, may be used as a guide.
- B. Cement slurries - Neat cement or concrete slurries shall be prepared by adding cement or sand-and-cement to the calculated required volume of clean water. The material shall be mixed in the mixing equipment until it is adequately mixed and free of lumps, then immediately pumped into the well without delay.
- C. Coarse grade or pelletized bentonite - Where coarse grade or pelletized bentonite is used, it shall be poured slowly into the top of the well to avoid bridging of material in the casing or borehole. Pellets or coarse bentonite shall be placed into the well by pouring at an even rate not to exceed five (5) minutes per fifty (50) pounds of materials. Fine bentonite particles which accumulate in the bottom of the shipping container shall not be used. A work pipe or weighted drop string shall be placed in the well and the height of accumulated plugging material measured after each 50 pounds of bentonite is placed in the well. If

measurement indicates that bridging of plugging material has occurred, a work pipe, drill rods, or other weighted device shall be run into the casing to break the bridge. The plugging operation shall continue until the bentonite appears at the surface. Water shall then be placed into the casing to promote expansion of the bentonite above the static water level.

WELL PIT ABANDONMENT

The CONTRACTOR shall upon completion of well plugging, abandon a well pit by filling with clean soil to the established grade level.

SEASONAL NON-COMMUNITY PUBLIC WATER SUPPLY START-UP

Upon direction of WCPARC staff the contractor will perform seasonal non-community public water supply start-up procedures in accordance with "Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et seq., and its Administrative Rules (Act 399).

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SERVICE CONTRACT
(NAME OF CONTRACTOR)

CR _____

AGREEMENT is made this _____ day of _____, 2016, 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 is for a three (3) year term (***change as necessary***) which begins on (***MONTH, DAY, YEAR***) and ends on (***MONTH, DAY, YEAR***) with an option to extend for two (2) additional one (1) year periods.

ARTICLE V - PERSONNEL

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

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

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

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

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

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

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising

out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

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

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

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

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

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

ARTICLE XI - CONTINGENT FEES

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

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$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 contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

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

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

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

ARTICLE XVI - ASSIGNS AND SUCCESSORS

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

ARTICLE XVII - TERMINATION OF CONTRACT

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

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided,

however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - PAYROLL TAXES

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

ARTICLE XIX - PRACTICE AND ETHICS

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

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXI - CHOICE OF LAW AND FORUM

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

ARTICLE XXII-FEDERALLY REQUIRED PROVISIONS

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

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

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

wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

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

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

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

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

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

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

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the

purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

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

ARTICLE XXIV – ELECTRONIC SIGNATURES

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

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

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

APPROVED AS TO FORM:

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

PRICE SHEET

SAMPLE Project BID:

DESCRIPTION	QUANTITY	PRICE/SUB-TOTAL
NEW INSTALLATION		
5"PVC well, drilling per foot	100 feet	_____
5"PVC screen	1 10' Piece	_____
Tank & Pitless Adapter Fittings	1 piece	_____
Pressure grouting	90 Feet	_____
Gravel pack around screen	8 bags	_____
Well pump (5 GPM rating)	1 pump	_____
Pressure tank	1 tank	_____
Piping from well to structure (1-1/4" Poly pipe, wire, underground, labor, trenching)	250 feet	_____
Fuel/Trip charge		_____
ABANDONMENT OF OLD 5" WELL		
Removal of old 5" casing	175 feet	_____
Plugging of old 5" well	175 feet	_____
Removal of 50' of old piping, pump and tank		_____
Excavation work	Cost per hour	_____
Fuel/Trip charge		_____
	<u>GRAND TOTAL</u>	_____

Labor and Materials

Monday-Friday 8:00 am-5:00 pm Hourly Rate \$_____

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

BID #6876-REBID Title of Bid

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). 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 #6876-REBID Title of Bid

Name of Business

Owner or Managing Partner, and Title

Name of Contact Person, and Title

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

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