

REQUEST FOR PROPOSAL

#6843

Washtenaw County Sheriff Process Server

2201 Hogback Road
Ann Arbor, MI 48108

FOR

Washtenaw County Sheriff's Office

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 #6843

May 7, 2015

Washtenaw County Purchasing Division on behalf of the Washtenaw County Sheriff's Office is issuing a sealed RFP #6843 for Washtenaw County Sheriff Process Server.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and six (6) **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 Friday, June 5, 2015 at 3:00 pm EST

A **Voluntary Pre Bid meeting** will be held at the site located at 2201 Hogback Road, Ann Arbor MI on May 15, 2015 at 1:00 pm.

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#6843**"
- Please direct purchasing and procedural questions regarding this RFP to Beth A. Duffy **via e-mail only** to duffybe@ewashtenaw.org
- Please direct technical questions regarding this RFP to Lieutenant Mike Marocco **via e-mail only** at maroccom@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 Sheriff’s Office

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 six (6) 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.

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.*

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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 three (3) year(s), with an option to renew an additional two (2) additional one (1) year periods, 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.

J. 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.

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III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Attach as Addendum A)

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

(Attach as Addendum B)

- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum C)

IV. AWARD

Washtenaw County, at its sole discretion, reserves the right to award to the contractor whose response is deemed most advantageous to Washtenaw County. Washtenaw County, at its sole discretion, shall select the most responsive and responsible contractor and evaluate all responsive responses based on requirements and criterion set forth in this solicitation. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

- A. Vendor Requirements

The interested vendor is expected to be fully aware of the applicable statutory and common law obligations governing the service and/or execution of all Civil Process as contemplated under the scope of services listed below.

The interested vendors(s) will be completely liable, on behalf of himself/herself and/or any employee(s) for the performance of all Civil Process duties and obligations, at all times, and have complete responsibility for the appropriate and necessary training, equipping and supervision of all employee(s). Vendor will warrant all duties and obligations under the terms of this agreement, whether performed by himself/herself and/or any employees at all times.

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The Sheriff's Office shall not be expected or obligated to furnish the awarded vendor(s) employees with any job instructions, job descriptions, job specifications or otherwise control, supervise, train or direct the vendor or any of the vendor's employee(s) in the performance of any duties or obligations after initial award of contract(s).

The interested vendor has the sole and exclusive right, obligation and discretion to employ, compensate, discharge and decide upon any and all other terms and conditions of employment for any employee(s). The interested vendor(s) will be solely and exclusively responsible for both determining and paying all employee(s) wages, salaries, allowances, compensation, as well as any fringe benefits, to be provided to any employee(s). The interested vendor(s) agrees that he/she will be solely and exclusively responsible for any and all employment decisions or policies that affect their business with the understanding that the Sheriff has the sole, exclusive and final decision on who may represent the Washtenaw County Sheriff's Office under all circumstances including this contract. The interested vendor(s) warrants that at all times any employee(s) will possess any and all licenses, bonds requirements or other necessary legal or contractual prerequisites to perform the Civil Process duties. Whether or not an individual is deputized in accordance with services provided under this contract or under any other circumstances is a sole and exclusive right of the Sheriff.

The interested vendor(s) will have exclusive control over their work location, business premises and all working conditions. The interested vendor(s) will be solely and exclusively responsible for furnishing and providing any employee(s) with all necessary and adequate tools, automobiles, firearms, and any and all other equipment required for the completions of duties and obligations for Civil Processing.

The interested vendor(s) must be aware of the potential statutory penalties and fines (e.g. MCL 600.2558(4) and MCL 600.2559(5)), which may be imposed upon the Sheriff's Office, the interested vendor and/or any contractor's employee(s) for any attempt to induce or accept from any third party any higher fees or mileage allowances for serving and/or executing any Civil Processes under State law. Any such action will be subject to investigation and may result in the termination of the contract.

Vendor must provide coverage for walk in business at the Sheriff's Office located at 2201 Hogback Road, Ann Arbor, Michigan during the regular business operations of the Sheriff's Office. The hours of such operations may be periodically adjusted at the sole and exclusive discretion of the Sheriff's Office.

B. Service requested but are not limited to the items listed below:

1. Personal service of a summons and complaint in a civil action
2. Personal service of a summons and affidavit in a garnishment
3. Seizure and delivery of goods in a case of claim and delivery
4. Personal service of any court order, summons, subpoena, writ, affidavit, bond and/or any other notice
5. Attachment involving the levy under a writ of execution/seizure issued by a circuit court
6. Writ of seizure issued by a circuit court
7. Performance of a sale on levy in a case of execution
8. Providing notice of sale on levy in the case of an execution; personal service of a writ for the restitution of premises
9. Filing certificate(s) on the sale of real estate with the register's fee
10. Making and returning an inventory and appraisal of property seized
11. Posting notices on property for foreclosure sales
12. Selling lands on the foreclosure of a mortgage on advertisement; executing deeds and performing all related services required on sale of property, including any title search
13. Adjourning, as required by law, the sale of land on foreclosure
14. Sending notices to persons claiming title under a tax deed
15. And any other such process in civil matters which the SHERIFF'S OFFICE may be legally required to serve and/or execute

C. Records Retention and Payments

The Contractor must keep detailed records of all Civil Process activity, served and executed or not completed and provide such documentation on a monthly basis to the Sheriff's Office for verification, invoicing and as a part of performance assessment.

The Contractor shall charge and collect fees and mileage in accordance with the process service fees set forth by the State of Michigan. (attachment A and B).

The Contractor will be responsible for correctly charging and collecting payments of fees, mileage and judgments. Any over charge will be refunded to the customer. Any under charge will be the responsibility of the vendor to either seek full payment or absorb.

The Contractor shall use the County's financial system, banking and cash handling procedures to collect and deposit moneys collected.

Mileage calculations will be made from the Sheriff's Office as starting and end points located at 2201 Hogback Road, Ann Arbor, Michigan.

D. Authority, Performance Assessment, Quality Assurance, Conflict of Interest

Authority: The Sheriff retains, in all circumstances, sole and exclusive authority over the execution of civil process and any other duties performed by the vendor.

Performance Assessment: The vendor will be expected to provide operational, financial and service quality measures and reports for presentation and review to the Sheriff's Office on a monthly basis. Any and all service complaints will be documented by the vendor and reported to the Sheriff's Office. Such complaints will be investigated and documented in accordance with direction provided by the Sheriff's Office.

Quality Assurance: Representatives of the Sheriff's Office may episodically or routinely inspect vendor documentation, observe procedures and customer interaction or take other such quality assurance actions as it deems appropriate to assure compliance with the contractual and statutory requirements and a high level of customer service as judged by the Sheriff's Office.

Conflict of Interest: The vendor or any of the vendor's employees may not directly or indirectly engage in any activities which may constitute a conflict of interest, e.g., having a family member bid on property, etc. Any decision as to whether or not an action constitutes a conflict of interest falls within the sole and exclusive discretion.

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

SERVICE CONTRACT
(NAME OF CONTRACTOR)

CR _____

AGREEMENT is made this _____ day of _____, 2015, 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)

The Contractor or and/or any of the Contractor's employee(s) for any attempt to induce or accept from any third party any additional or higher fees or mileage allowance s for serving and/or executing civil process under State law will be subject to investigation any may result in the termination of the contract without liability to the Sheriff's Office or County. (This language is included in the Scope of Services which will be inserted here for the final contract for signature)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor on a monthly basis all the mileage fees, and 90% (ninety percent) of all applicable fees and judgments. Payments will only be made on services completed and fully collected. Any charges collected above the stated rates will be refunded to the customer. It is the Contractor's responsibility to make up the difference for any charges collected which are less than the attached stated rates.

Any statutory penalties and fines or court imposed penalties and fines imposed upon the Sheriff's Office will be the responsibility of the Contractor

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Sheriff or his/her designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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

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

Section 4 - The parties agree that the Sheriff has the sole, exclusive and final decision on individuals who may represent the Washtenaw County Sheriff's Office under any and all circumstances including who may provide civil process service under this contract.

Section 5 - All parties understand and agree that requisite deputation in accordance with duties and services provide under this contract is a sole and exclusive right of the Sheriff.

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 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 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 **or duties it performs under 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.

The Contractor promises that it will not in any way impinge upon the integrity of the Washtenaw County Sheriff's Office as judged by the Sheriff or the Undersheriff.

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 \$11.81 per hour with benefits or \$ 13.85 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, 2014 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.

The parties agree that all documentation of any kind pertaining to the processes served and duties executed under this contract will be the sole and exclusive property of the Washtenaw County Sheriff's Office.

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.

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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

Attachment A

Source:

<http://courts.mi.gov/Administration/SCAO/Resources/Documents/other/processservers.pdf>

PROCESS SERVICE FEES

Effective: March 28, 2013

<u>MCL</u>	<u>Description</u>	<u>Fee¹</u>
600.2559(1)(a)	Personal service of a summons and complaint in a civil action, along with supporting documents, for each defendant. ²	\$23.00
600.2559(1)(b)	Personal service of an affidavit of account and statement, for each defendant. ²	\$23.00
600.2559(1)(c)	A request and writ of garnishment for each garnishee and defendant. ²	\$20.00
600.2559(1)(d)	Personal service of an order to seize goods subject to claim and delivery action. ^{3,9}	\$37.00
600.2559(1)(e)	Receiving and filing a bond from or on behalf of a defendant in a claim and delivery action.	\$17.00
600.2559(1)(f)	An order to show cause, for each person served. ²	\$23.00
600.2559(1)(h)	Levy under or service of an order to seize property and any accompanying paper. ^{4,9}	\$37.00
600.2559(1)(k)	Each notice of sale under an order for the seizure of property or construction lien posted in a public place in the city or township. ^{2,9}	\$23.00
600.2559(1)(l)	Order of eviction or a writ for the restitution of premises, for each defendant. ^{2,5}	\$37.00
600.2559(1)(m); 600.2559(1)(g)	Subpoena directed to a witness, including a judgment debtor. ²	\$23.00
600.2559(1)(n)	Civil bench warrant or body execution. ^{2,6}	\$37.00
600.2559(1)(o)	Service by mail. ^{2,7}	\$10.00
600.2559(1)(p)	Each verification. ²	\$10.00
600.2559(1)(q)	Each postal change of address verification requested by the plaintiff.	\$10.00
600.2559(3)	Incorrect address; sworn affidavit required. ⁸	\$10.00

PROCESS SERVICE FEES (Cont'd.)

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ADDITIONAL INFORMATION:

Mileage under 600.2559(1) shall be 1½ times the rate allowed by the state civil service commission for employees in the state classified civil service. See Treasury letter 2005-6. Mileage is computed each way, using the shortest reasonable route from the place where the court that issued or filed the process or paper is located to the place of service. [MCL 600.2559(4)] Mileage fee may not exceed 75 miles each way. [MCL 600.2555] See mileage rate chart at:

<http://courts.mi.gov/Administration/SCAO/Resources/Documents/other/mileage.pdf>

For seizure of property under an order for the seizure of property⁹ in an action in which a judgment is entered against the owner of the property, regardless of whether the judgment is entered before or after the order is issued, and if the judgment is satisfied prior to sale of the seized property by full payment of the judgment or settlement, fees allowed are 7 percent of the first \$8,000 of the payment or settlement amount and 3 percent of the payment or settlement amount exceeding the first \$8,000.00. [MCL 600.2559(1)(i)]

For sale of property seized under an order for the seizure of property⁹, fees allowed are 7 percent of the first \$8,000 in receipts and 3 percent of any receipts exceeding the first \$7,000. [MCL 600.2559(1)(j)]

¹ Each fee shall increase by \$1.00 on October 1, 2013, \$1.00 on October 1, 2014, and \$1.00 on October 1, 2015. [MCL 600.2559(2)] A person authorized to serve process may charge a greater fee if agreed to in advance in writing with the person requesting the service. [MCL 600.2559(8)] Regardless of whether a greater fee is charged or paid under 600.2559(8), the fee taxable as costs cannot be greater than the fee prescribed by law. [MCL 600.2559(9)]

² Fee plus mileage.

³ Fee plus mileage plus the actual and reasonable expense of seizing, keeping, and delivering the goods.

⁴ Fee plus mileage plus the actual and reasonable expense for seizing and keeping the property.

⁵ Fee plus mileage plus the actual and reasonable expense for the physical removal of property from the premises.

⁶ Fee plus mileage plus a reasonable fee per hour for the amount of time involved in executing the warrant.

⁷ Fee plus actual cost of postage.

⁸ Fee plus mileage in addition to fees and mileage allowed under 600.2559(1).

⁹ "Order for the seizure of property" includes a writ of attachment and a writ of execution, including, but not limited to, execution in a claim and delivery action on property other than the property that is the subject of the claim and delivery action.

Attachment B

Source:

<http://courts.mi.gov/Administration/SCAO/Resources/Documents/other/mileage.pdf>

MILEAGE RATES
Rates effective 1/1/15

Jurors: MCL 600.1344, 600.8351
\$.10/mile minimum, or as set by county board of commissioners

Witnesses:
Criminal proceedings, MCL 775.13(c)
\$.10/mile to and from the place of attendance, estimated from the residence of the witness if within the state. If the witness is from out-of-state, travel is reimbursed from the Michigan boundary line which the witness passed in traveling to attend court.

Civil proceedings: MCL 600.2552(5), civil infractions MCL 257. 741(1)
Equal to rate for state officers and proceedings, unclassified employees¹ (state premium rate)

Service of Process: MCL 600.2559(4)
1-1/2 times rate allowed for employees in state classified civil service² (state premium rate)

State Employee Travel	
Standard Rate	\$.39/mile
Premium Rate	\$.575/mile

¹ On December 7, 1999, the State Administrative Board passed Resolution No. 25 authorizing the Department of Management and Budget to discontinue its practice of submitting requests to the State Administrative Board asking its approval of the Standardized Travel Regulations for unclassified employees based upon the acceptance of the Department using the IRS determined rate (Federal Standardized Mileage Rate) as the approved private vehicle reimbursement rate.

² Michigan Civil Service Commission Rules, Chapter 5, 7.1(c): The state premium reimbursement shall be the standard mileage rate established by the IRS unless otherwise ordered by the Civil Service Commission.

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 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.

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.