

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6647

WATER TESTING

SERVICES

FOR

WASHTENAW COUNTY

Prepared by:

Washtenaw County
Purchasing Division
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Anne Strieter
Interim Purchasing Manager
(734-222-6760)





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760,
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REQUEST FOR PROPOSAL # 6647

November 3, 2011

Washtenaw County Purchasing Division on behalf of the Washtenaw County Department of Planning and Environment is issuing a Request for Proposal (RFP) 6647 for Water Testing Services from January 1, 2012 through September 30, 2014.

Sealed Proposals: Contractor will deliver one (1) original and **two (2)** copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

by 3:00 p.m. on Wednesday, November 30, 2011

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- The envelope should be clearly marked "**SEALED RFP # 6647**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at **734-222-6749** or email strietera@ewashtenaw.org
- Please direct technical questions regarding this RFP to H. Leon Moore at **734-222-3848** or email moorel@ewashtenaw.org

Thank you for your interest.

I. PROPOSAL

Definitions:	“County”	is Washtenaw County in Michigan.
	“Bidder”	an individual or business submitting a bid to Washtenaw County.
	“Contractor”	one who contracts to perform work or furnish materials in accordance with a contract.
	“Authorized Personnel”	one who is authorized to contract on behalf of the County for services related to this contract.

Purpose of Proposal:

Washtenaw County is accepting detailed proposals for the delivery of timely laboratory services related to both groundwater and surface water quality. The Contractor is expected to produce a structured, performance-oriented proposal that will fully describe the implementation of efficient water sample transportation, analysis, and result reporting mechanism for well water testing, public swimming pool water testing, and lake and stream testing.

Background:

Washtenaw County Public Health provides water-testing services to Washtenaw County Residents. To provide this service, Environmental Health requires the service of a certified analytical laboratory to generate both microbiological and chemical analysis of water.

Water samples are collected by both Environmental Health Staff and by the public who purchase water bottle for sample analysis.

The following numbers of monthly samples represent estimates only and actual volumes will vary:

1. Bacteriological Tests:

Swimming Pool Samples (24 hour turn around required)
250-350 samples per month, summer months only

Groundwater Samples (24 hour turn-around required)
150-200 samples per month, year round – Coliform bacteria with E. Coli confirmation on all positives

Surface Water Samples (24 hour turn-around required)
50-80 samples per month, summer months only – E. Coli

2. Chemical Tests (5 day turn-around required):

Groundwater Samples

75-150 samples per month, year round - Nitrates

75-150 samples per month, year round – Arsenic

5-10 samples per month combined - Lead, fluoride, iron, chloride

Surface Water Samples

75 samples per month, seasonally during summer months

Environmental Health will most likely be implementing a new permit and inspection software system. It is the desire of Environmental Health to automate the inclusion of digital water sample data into the new software product. Through the planning and implementation of this new software it is expected that the Contractor and Environmental Health will need to negotiate scope of services to allow for the efficient implementation of the new software.

II. SCOPE OF SERVICES

The Contractor will be responsible for:

- a) Providing appropriate and adequate number of water testing bottles with labeling that are acceptable to the County. There is to be no separate charges or changes in water sample bottle types during the contract without approval from the County. Environmental Health will provide appropriate sample forms.
- b) Delivering sample results each County working day at a time agreed upon which shall be no later than 3:30 p.m. Samples shall be picked up from Environmental Health (705 N. Zeeb Rd. Ann Arbor, MI 48107) by the contract laboratory at contract lab's expense no earlier than 3:00 p.m. each day or other time agreed to by Environmental Health. Additional samples may be submitted for special circumstances based on mutual agreement.
- c) The contractor will be responsible for providing expedited/priority analysis of chemical parameter samples. When requested a premium will be paid for this expedited turnaround of two times the normal analysis cost. It is expected that results for all expedited samples will be received within 48 hours.
- d) Conducting various water tests according to Standard Methods and within the requirements of maintaining drinking water certification within the State of Michigan. All samples are to be analyzed in accordance with the Michigan Department of Public Health (MDPH) Laboratory Certifications Requirements for the Analysis of Drinking Water.
- e) Reporting all water test results as follows:
 - I. Daily – An electronic database of sample results completed that day will be provided to the County in a format that is agreeable to Environmental Health.
 - II. Daily - All water sample forms where the water is found to not meet safe drinking water standards will be scanned and emailed to Environmental Health within one hour of all sample results for that day being completed.
- f) Residual samples are to be held for thirty days after the results are sent to Environmental Health, unless disposal is authorized by Environmental Health prior to the thirty days.
- g) The laboratory will log all samples into a computerized database in a mutually agreed upon format. The database structure will at a minimum include the following data fields:

- Time of sample
- Date of sample
- Time received
- Sample collector
- Water supply name

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Water supply address (including zip code)
Township
Water Supply Serial Number (WSSN) (if applicable)
Disinfectant level (Swimming pool samples only)
pH (Swimming pool samples only)
Washtenaw County Permit number
Parameter tested
Minimum Detection limit
Results
Sample collected from a Treated or Untreated source

- h) All samples are to be analyzed using the following methods and procedures:
1. The U. S. EPA Manual for the Certification of laboratories Analyzing Drinking Water, Criteria and Procedures, Quality Assurance, Third Edition, April 1990. Document number EPA-5700-9-91-003, and all subsequent supplements.
 2. Standard Methods for the Examination of Water and Wastewater 1992, 18th, Edition or subsequent updates and revisions.
 3. All pertinent Federal Registers.
 4. Using one of the above standard methods that give the lowest detection limit possible, unless otherwise stated.
- i) Laboratory personnel shall be qualified as expert witness and be able to testify concerning laboratory procedures and tests performed.
- j) The laboratory must maintain various certificates and participates in U.S. EPA performance checks during each year of the contract. The following are required:
- State of Michigan certification for coliform, nitrate, and arsenic.**
U.S. EPA Safe Drinking Water Act certification or National
Sanitation Foundation International (NSF) certification.
- ** Certification for other drinking water parameters highly desired
- k) Immediately notify Environmental Health via email of any equipment failure or staffing issues that will lead to samples not meeting turnaround times including specific addresses. Washtenaw County will not be charged for any analysis that exceeds standard turnaround times.
- l) Provide new or revised cost per unit pricing for water analysis on parameters not included in the initial contract or if there is a desire by the county to change a water analysis method.
- m) Provide Environmental Health with the names, phone numbers, and email addresses of primary contacts.

III. PROPOSAL TERMS

1. 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.
2. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
3. 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. The Contractor must provide two (2) copies of the proposal, double-sided, plus an original which is clearly marked as such and must contain original signature(s) on or before the date and time specified.
4. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
5. Contractor must submit its proposal in strict accordance with all requirements of the RFP. See Scope of Service.
6. All questions, interpretations, or clarifications relevant to this RFP are required in writing prior to the date the proposals are due.
7. Contractor's proposal must not be marked as confidential or proprietary to Contractor. Washtenaw County may refuse to consider a proposal so marked. All proposals will become the property of Washtenaw County. Information in the proposals will become public property and subject to disclosure laws and County policies and procedures.
8. The Contractor will be required to enter in a Contract Agreement with Washtenaw County prior to an issuance of a notice to proceed.
9. Washtenaw County reserves the right to reject any and all proposals.
10. No obligation, either expressed or implied, exists on the part of Washtenaw County to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submissions of proposals covered by this RFP are solely the responsibility of the Contractor.
11. The Contractor agrees that the proposals as submitted will be valid for ninety (90) days. The Contractor further agrees that upon issuance of a notice to proceed, the Contractor shall provide the transporting and disposal services specified in this document.

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12. If no proposals are received meeting the requirements of this request as determined by Washtenaw County, the County may, in its discretion, have all or any part of the items to be furnished herein provided by alternative means.

13. The County may review and inspect the activities of the laboratory during the contract.

14. The County agrees to pay the Contractor the fees for the above-entitled services in accordance with the fee schedule. Unit costs for analysis shall include the cost of all reports including QC data, shall include all QC analysis and all other related costs such as bottles, bottle delivery, sample pick-up, computerization of samples, and phone calls regarding service status, etc. No extra charge shall be allowed for QC analysis or reports. The unit cost fee shall also include maintenance of logs, records, certificates, and other work as defined herein. Payment will be based on the number of completed sample forms returned to Environmental Health that have Environmental Health's cash register receipt on the form or the signature of authorized Environmental Health representatives.

15. The Contractor is advised that all documents submitted to Washtenaw County should be on recycled paper and the proposals should be double-sided. This constitutes an expression of good faith cooperation with the County's goal of promoting markets for recycled products.

16. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor 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 vendor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

IV. VENDOR INFORMATION

The proposal should include all of the following information:

1. Company name
2. Telephone/Fax
3. Principal's name
4. Number of employees
5. Date business established
6. Number of employees and classification of each
7. Federal ID # _____
State license # _____
State sales tax # _____
8. Complete list of laboratory accreditations
9. A copy of the laboratory's QA/QC manual

V. TERMS AND CONDITIONS

AWARD:

Washtenaw County reserves the right to reject any and all proposals received as the result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors the County may consider. The County does not intend to award a Bid fully on the basis of any response made to this proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Contractor whose proposal is deemed best to meet the County's specifications and needs.

LOW BIDDER:

Low bidder will be determined either for each item, each section or by the entire bid whichever is in the best interest of the County.

TERM OF BID:

The bid is for the period commencing on January 1, 2012 and end on September 30, 14. Washtenaw County reserves the right to re-negotiate the terms of the bid after the first year.

PROPOSAL EVALUATION:

The Contractor's proposal will be evaluated as follows:

1. Understanding of Statement of Work:
 - a. Responsiveness to and demonstrated understanding of this RFP including the Proposal Requirements and Scope of Service.
 - b. Quality of Proposal in accordance with the requirements.
2. Technical Merits:
 - a. Company resources.
Please include a list of all available equipment that may be used in activities related to this contract.
 - b. Company experience.
Please provide Washtenaw County with any and all names the company may have had and any and all previous owners.
 - c. Personnel experience.
Provide updated resumes of all key personnel that may be involved in fulfilling this contract.
 - d. Cost of service.

VI. CONTRACT PROVISIONS

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

AGREEMENT is made this _____ day of _____, 2011, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and (**Name of Consultant**) located at (**Address**) ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will (**SPELL OUT SCOPE OF SERVICE**)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed (**SPELL OUT DOLLAR AMOUNT**).

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant 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 Consultant must be dated and bear the Consultant'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 Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

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

ARTICLE IV - TERM

This contract begins on (**MONTH, DAY, YEAR**) and ends on (**MONTH, DAY, YEAR**).

ARTICLE V- PERSONNEL

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

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

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant 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 Consultant'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 Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant 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.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The additional insured provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

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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. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant 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 Consultant 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 Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant 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: Public Health & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX - INTEREST OF CONSULTANT AND COUNTY

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

ARTICLE X - CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, 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 Consultant, 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 Consultant.

ARTICLE XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant 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 Consultant 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 Consultant 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 Consultant, 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 XVI - 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 \$11.05 per hour with benefits or \$12.96 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, 2012 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 XVII - ASSIGNS AND SUCCESSORS

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

ARTICLE XVIII - TERMINATION OF CONTRACT

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

ARTICLE XIX - EQUAL ACCESS

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

ARTICLE XX - 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 Consultant. During the performance of the services, the

Consultant 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 Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXI - PAYROLL TAXES

The Consultant 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 XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE XXIV - 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 XXV - 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 XXII – ELECTRONIC SIGNATURES

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

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BID SHEET

Bacterial Parameters	Medium	Required Turn-around	Unit Cost
Coliform, Total*	Groundwater	24 hours	\$ _____
Coliform, Fecal	Groundwater	24 hours	\$ _____
Total Coliform and Plate Count**	Swimming pool	24 hours	\$ _____
E. Coli	Surface water	24 hours	\$ _____
Coliform, Fecal	Wastewater	24 hours	\$ _____

*Presence/absence test with E. coli confirmation on positive samples

**Presence/absence coliform and standard plate count from one sample bottle

Chemical Parameters	Medium	Required Turn-around	Unit Cost
Nitrates	Groundwater	5 days	\$ _____
Nitrites	Groundwater	5 days	\$ _____
Arsenic	Groundwater	5 days	\$ _____
Hardness, total	Groundwater	5 days	\$ _____
Fluoride	Groundwater	5 days	\$ _____
Sodium	Groundwater	5 days	\$ _____
Manganese	Groundwater	5 days	\$ _____
Chloride	Groundwater	5 days	\$ _____
Tannin	Groundwater	5 days	\$ _____
Conductivity	Groundwater	5 days	\$ _____
Barium	Groundwater	5 days	\$ _____
Iron	Groundwater	5 days	\$ _____
Lead	Groundwater	5 days	\$ _____
Sulfate	Surface water	5 days	\$ _____
Surfactant*	Surface water	5 days	\$ _____
Total Phosphorus	Surface water	5 days	\$ _____
Orthophosphate, Phosphorus	Surface water	5 days	\$ _____
Total Organic Carbon	Surface water	5 days	\$ _____
Biochemical Oxygen Demand	Surface water	5 days	\$ _____
Biochemical Oxygen Demand	Wastewater	5 days	\$ _____
Total Suspended Solids (TSS)	Wastewater	5 days	\$ _____
Oil and Grease	Surface water	5 days	\$ _____
Dissolved Oxygen	Surface water	5 days	\$ _____
Ammonia	Surface water	5 days	\$ _____

*EPA Method Number for surfactants is: 425.1

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Email Address of Contact person	_____ Purchase Order Email Address
_____ Federal Tax ID#	

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.

By checking this box we hereby certify that we are a Washtenaw County company as defined in paragraph III.,16. above . If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.