

REQUEST FOR PROPOSAL

#6866

Stormwater Asset Management Planning

FOR

Washtenaw County Office of Water Resources

Issued By:

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

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
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December 17, 2015

RFP #6866

Washtenaw County Purchasing Division on behalf of The Office of Water Resources is issuing a sealed RFP #6866 for Stormwater Asset Management Planning. Effective July 1, 2015, 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 five (5) **unbound copies (clip only) 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, January 28th, 2016 at 3:30 PM

A **mandatory pre-bid meeting** will be held at the Water Resources Office, 705 N. Zeeb Rd. on Wednesday, January 13, at 3-4:30 PM.

If necessary, **interviews** will occur Monday, February 8 from 9:30 to 3 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#6866**"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org.
- Please direct technical questions regarding this RFP to Dept contact **via e-mail only** at sheehan@ewashtenaw.org.

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Consultant”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Office of Water Resources

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 five (5) unbound copies (clip only)** 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.*

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

- Cover page, see first page of this RFP
- Optional pages customary to your firm's proposal process: cover, index, etc.
- Signature page, see final page of this RFP
- If claiming a local vendor preference, attach documentation and signed affidavit (see Pg. 21)
- Proposal Addenda:

A. Past Projects

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. Provide brief descriptions of relevant past projects that your firm has completed. Include the name of the client, a contact person, and telephone number for reference. Clearly indicate where team members included in this proposal (RFP 6866) were involved and characterize their involvement. Include overall cost, the start and completion dates of the project and general scope of services provided by the bidder for that client.

(Attach as Addendum A)

B. Work Plan

Tasks and subtasks necessary to implement the work shall be adequately detailed. If appropriate per task, clearly identify progress milestones, showing how the work will be organized and executed (i.e. when project elements, measures, and deliverables are to be completed). The work plan should address, but not necessarily be limited to, the elements outlined in Section V. Additional project elements and suggestions beneficial to the success of the project are encouraged. Show deliverables.

(Attach as Addendum B)

C. Personnel and Communications

Briefly describe the methods of communication you will employ to work with the client throughout the project. Include an organizational chart identifying key personnel and responsibilities.

Provide the names and resumes of key individuals assigned to the project. Include individuals' professional certifications, a brief discussion of their relevant work experience, and their role in the projects listed in III.A.

(Attach as Addendum C)

- D. Tasks I-II: provide rate sheets, include all key personnel. It can be assumed that the county owns hardware, software and GPS units. Include any other materials, trucks, equipment or indirect costs.

For Tasks III-IV: provide a detailed budget itemizing individuals assigned to the project, their hours by task, billing rates, and all other details by which project costs have been derived, including expenses. Key individuals must be identified by name, not title. Total hours by task, and cost per task should be clearly identified. Total project hours and total project cost should be clearly identified.

(Attach as Addendum D)

- E. 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 E)

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IV. AWARD

Washtenaw County will use the following criteria and point scale in evaluating response to this RFP.

1	Overall experience of the firm or firms in undertaking similar projects as demonstrated by past projects and personnel responsible for those projects.	15
2	The quality of proposed work plan.	25
3	Qualifications of the professionals assigned, including technical attributes and relevant experience that make them uniquely qualified to undertake this project.	25
4	Fee, participation of key personnel ^A	15
5	Interview ^B	20

^A Time & Materials rates for Tasks I-II; cost estimates for Tasks III – IV. Cost estimates are evaluated on total dollar amount, proximity to low bid, and number of hours for key personnel.

^B Should no interview occur, only items 1-4 will be included in the evaluation.

Respondents should demonstrate a thorough understanding of the Drain Code, stormwater management planning, county drain operations, asset management, condition assessment, ArcGIS, Cityworks, and the Michigan Stormwater, Asset Management, and Wastewater (SAW) program. This project involves collaboration with administrative, GIS tech, and field staff.

V. SCOPE OF WORK

Background:

In December 2013, the Water Resources Commissioner and Washtenaw County submitted two separate SAW grant proposals to the Michigan Department of Environmental Quality (MDEQ) under the Stormwater Management Planning category. The first was specific to various drains within the Northeast Saline River basin, the other applied to the entire county.

Both were awarded funding in October 2014. Grant details are can be found at this [link](#). Note that there are redundancies between proposals such as inventory and condition assessment, and a transition to Cityworks. Also note that there is one significant difference – the NE Saline River basin grant included a modeling component intended to inform future land use decisions. This component is intended to:

- establish existing conditions and stressors,
- analyze the impact of Master Land Use Plan “build-out” on the drainage network,
- and provide recommendations (with program-level costs) to mitigate those impacts.

The initial intention upon award was to hire one consultant team to assist with Cityworks Implementation and Stormwater Management Plan implementation. These tasks were subsequently split.

In early 2015, the County engaged an implementation team (Power Engineering/Spicer) and has been working through necessary steps for a hard launch of Cityworks on January 4, 2016.

Transitioning to Cityworks for maintenance and management of Washtenaw County Drains meant replacing software and processes for time & equipment reporting (drain charges), cashiering and workflow tracking; as well as integration with OnBase, ESRI Collector and ArcGIS. Much of the effort necessary to launch Cityworks is nearing completion.

Additionally, the Water Resource Office has initiated inventory and condition assessment components of the SAW grant scope.

The County is now prepared to engage a consultant team to assist in the remaining grant tasks. Primary tasks are:

- field inventory and condition assessment of drains and hard assets
- monitoring and modeling (NE Saline grant only)
- Stormwater (Asset) Management Plan Development
- and updating watershed management plans as necessary

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The current system inventory / assessment, and those tasks to be delegated to the consultant team, is outlined in Task II below.

Public involvement and CCTV services are outside of this scope.

Both SAW grants expire in October 2017 and will not be extended.

Task I – Process Sharing and Team Integration

Cityworks has evolved to accommodate many asset management and maintenance tasks for utilities, fleet services and other common needs. County drains and drainage districts present some differences to those models. Some customized processes of Cityworks, specific to Washtenaw County, may require familiarization.

The current approach may benefit from outside critique. For instance, our current feature layer for open channels is linear but is not built constructed point-to-point as an enclosed system would be – with pipe segments linked to structures. As a result, inspections are done as a series of newly-collected points whose cumulative ranking leads to a linear assessment. (Open channel inspections/condition assessments are 20% complete.)

Similarly, crossings/culverts, which are mostly not County Drain assets, are inspected as points at end-sections. Forms have been created and information is collected in ESRI collector. Information is not collected in Cityworks Mobile.

It is expected that the consultant team will both familiarize themselves with current procedures, our Cityworks database format and GIS database; and at the same time, become familiar with staff and their roles.

While it is common for consultants to engage in drain inventory and inspection activities, it remains somewhat uncommon to do so at a countywide scale for both earthen & constructed systems as part of a baseline condition assessment. As such, some measure of game planning would be expected.

Lastly, critical data and resources such as water quality monitoring, flow monitoring, invertebrate sampling, etc., are available from the Huron River and River Raisin Watershed Councils. Other pertinent information may be locally available.

Bid as time & material w/rates for key personnel

TASK II – Asset Inventory and Inspection for Condition Assessment

Per Table 1 below (highlighted in yellow), we expect the consultant to substantially engage in inventory and condition assessments for:

- 70% of the open channel and end section condition assessment
- 18 miles of large diameter pipes (and associated structures)
- 100% of dams and weirs
- 100% of ponds and risers (Risers are separate because they are hard assets assessed differently.)
- Lastly, the SAW grant requires an assessment of “BMPs that significantly affect the system” but are not owned and operated by Washtenaw County. The scope of that effort is unknown, but would likely take a few days of work.

Table 1
Asset Inventory & Condition Assessment Summary
 Washtenaw County Office of Water Resources
 December 11, 2015

Item	Asset	Quantity	Inventoried	Condition Assessment Platform	Condition Assessment Complete (SAW)	Form
1	Open Channel	395 miles	95%	ESRI Collector	20%	Complete
2	End Sections	2636	80%	ESRI Collector	0%	Complete
3	Enclosed System (8"-48"	321 miles	90%	PACP	2%	PACP
4	Enclosed System (>48')	19 miles	95%	?	10%	Still in Paper
5	Structures (inlet, catch basin, manhole)	10,483	~90%	Cityworks?	0%	In progress
6	Dams & Weirs	27	~80%	Cityworks?	0%	Needed
7	Ponds	245	0	Cityworks?	0%	Needed
8	Risers	240	~50%	Cityworks?	0%	Needed

Bid as time & material w/rates for key personnel

TASK III – County Stormwater Management Plan

There are two significant subtasks in this section.

Subtask A – Assemble a Stormwater Management Plan as Specified by the DEQ

A Stormwater Management Plan shall be completed for the county drainage system. Some requisite documentation exists in the County’s GIS Database and Cityworks, or will be available (Task I). Much of it will be populated during the completion of the Inventory and Condition Assessment (Task II). Other inventory elements will not be assessed during the course of this contract, so a full assessment will have to be prioritized for the remainder of the system in future years (e.g. CCTV of all enclosed drains).

It is expected that the consultant will take the lead in developing the Management Plan itself. There will be several iterations of discussion and analysis of information to properly layout the structure of the plan, including routine and pro-active maintenance (<\$5,000/Mile), “capital improvements” (petition projects), drain consolidation, and level of service alternatives for townships. The final product will be informed by typical components of an asset management plan:

- System Description
- Standard of Service
- Current Performance
- Planned Actions
- Costs
- Benefits
- Potential Improvements

Adherence to the requirements of the DEQ SAW Grant will be required, as follows:

An applicant that wants to develop a SWMP other than an MS4 or NPS SWMP may receive grant funding to develop a SWMP as long as it contains the following minimum components:

- 1. A description and map of the jurisdictional boundaries and the area to be covered by the plan (typically a sewershed and/or drainage district). The planning area should be hydrologically based and include the entire collection and conveyance system (open and closed) as well as the contributing area.*
- 2. A description of the major components of the stormwater system and/or country drainage district, including sewershed and watershed boundary and internal sub-boundaries, surface water hydrology, mapping of stormwater conveyance (pipes*

- and channels), existing storage, regulatory or other mapped floodplains, flood control facilities and treatment components.*
3. *A description of publically owned BMPs and private BMPs that significantly affects the stormwater system.*
 4. *A description of all stormwater sources and all known stormwater related water quality problems within the planning area (for example, surface flooding, hydraulic restriction, erosion, water quality, etc.).*
 5. *Include recommendations and an analysis of projects to correct stormwater and known stormwater related water quality problems.*
 - a. *This includes project identification, preliminary sizing and description of proposed activities. Proposed activities could consist of capital improvements (i.e. culvert replacement, channel modification, structural BMPs, etc.) or changes to inspection or maintenance activities (i.e. stream bank assessments, detention basin inspections, floodplain or floodway encroachment surveys, etc.).*
 - b. *Provide estimated operation, maintenance and capital costs for all recommendations*
 6. *Include a timeline for implementation of the plan. The extent of the timeline is at the applicant's discretion (i.e., 5-year, 10-year, etc.).*

It is strongly suggested that the following components also be included in the SWMP:

1. *A general maintenance plan*
2. *The desired level of service should be determined through a public involvement process*
3. *A public education program or activities*
4. *A general description of land use percentages*

Desirable outcomes may include:

- *a general maintenance plan that provides operation and maintenance recommendations (task, frequency) for reoccurring maintenance that can be applied overall, AND to individual districts – perhaps with a weighted priority scale,*
- *recommended methods, processes, and/or procedures for achieving the desired level of service at the lowest life cycle cost, through systematic pro-active maintenance.*

Subtask B: NE Saline River Stormwater Management Plan

The County has committed to some additional elements specific to the NE Saline River grant, intended to provide more detailed information to Pittsfield Township, characterize current and future capacity issues and provide relevant stormwater management options to consider in planning/reviewing development.

The project will develop a long-term stormwater management and anti-degradation plan to protect four Saline River tributaries most under threat by the sources and causes of concern - urbanization. The project will complete an inventory of the entire system, a condition assessment of priority areas, and collect water quality and flow data to develop a loading analysis. The model will also identify capacity issues, and an erosion and stream bank risk analysis.

Once a model is available, a long term stormwater / asset management plan will be completed. This plan will allow more empirical analysis of pollutant and sedimentation issues, and identify the need for corrective action, which may include conceptual project descriptions compatible with SAW and SRF financing.

The expectation is that the consultant will:

- engage additional field assessment
- develop and execute a monitoring plan
- conduct flow monitoring
- collect rain data
- grab water quality samples (TP and TSS)
- complete a “planning level” hydraulic, hydrologic, and water quality model, and document the results

This documentation should provide problem identification, site specific outcomes to consider and recommendations for actions going forward.

While this approach could involve considerable cost, the intention is not to over collect information or model to a high degree of precision. The intention is to prevent costly problems with informed planning and decision making.

The analysis need only identify current and future constraints in the system, prioritize potential areas for regional storage and suggest practices to be employed in future development to minimize downstream effects. The entire NE Saline grant is \$571, 663. The intention is to limit this subtask to roughly a third to one half of that amount while maximizing the return for that investment.

For examples for the level of analysis, refer to the [Malletts Creek Restoration Plan](#) and the [Miller Creek Watershed Improvement Plan](#).

A map of the areas is available at this [link](#).

Provide full cost proposal as detailed in Section III (D)

TASK IV – Update of Approved Watershed Management Plans

Approved or partially approved Watershed Management Plans have been completed for Honey Creek, Huron River – Ann Arbor-Ypsilanti, River Raisin, Mill Creek and Stony Creek.

To the extent that Task III identifies site-specific causes and sources of pollution, best management practice recommendations for nonpoint source improvement or specific recommendations of future activities, those elements would need to be documented in the form of a watershed plan addendum.

Provide full cost proposal as detailed in Section III (D)

The above tasks represent a set of minimum expectations for the proposal. It is likely that your firm has been engaged in SAW related activity at the county level at least partially involving waters of the state that are also county drains. Your firm's experience may dictate that tasks or subtasks are added, simplified or amended. Please feel free to adapt the scope of work to accommodate your recommended approach. Alternative approaches are encouraged, so long as all required SAW elements are completed.

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 _____, 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)

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

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

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 #6866 Stormwater Asset Management Planning

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.