

# REQUEST FOR PROPOSAL

**#6856**

## Waste Diversion Site Feasibility Study

FOR

### Washtenaw County Water Resources Commissioner's Office

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:**

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*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](http://www.purchasing.ewashtenaw.org)

**RFP #6856**

September 10th, 2015

Washtenaw County Purchasing Division on behalf of the Water Resources Commissioner's Office (Washtenaw County Department) is issuing a sealed RFP #6856 for Site Development for Residential & Commercial Waste Diversion Opportunities. 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) **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 Wednesday, October 7th, 2015 at 3:00PM EST**

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

- Your proposal submission envelope(s) must be clearly marked including FedEx & UPS package labels "SEALED RFP#6856"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to [perrya@ewashtenaw.org](mailto:perrya@ewashtenaw.org)
- Technical questions regarding this RFP must be submitted to Meghan Bonfiglio, Deputy Water Resources Commissioner, at [bonfigliom@ewashtenaw.org](mailto:bonfigliom@ewashtenaw.org) or Jeff Krcmarik, Environmental Supervisor, at [krcmarij@ewashtenaw.org](mailto:krcmarij@ewashtenaw.org).

Thank you for your interest.

**PROPOSAL INFORMATION**

**I. PROPOSAL DEFINITIONS**

**Definitions**

<b>“Bidder”</b>	An individual or business submitting a bid to Washtenaw County
<b>“Contractor/Vendor”</b>	One who contracts to perform services in accordance with a contract
<b>“County”</b>	Washtenaw County in Michigan
<b>“Department”</b>	Water Resources Commissioner’s Office
<b>“Project”</b>	Site Development Feasibility Study for Residential & Commercial Waste Diversion Opportunities
<b>“Project Partners”</b>	Washtenaw County Water Resources Commissioner’s Office and City of Ann Arbor

**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 CONTRACTOR’S 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) copies** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

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E. 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 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 one year, with an option to renew an additional one year, pending agreement by both parties.

G. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

I. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

J. **Local Vendor Preference** – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see “**Local Vendor Certification Application & Affidavit**” enclosed in this RFP.

**III. VENDOR SPECIFICATIONS**

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

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

(Attach as Addendum A)

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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)

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

(Attach as Addendum D)

**IV. AWARD**

Proposals will be evaluated and compensation negotiated as shown in Section VII. The evaluation will be completed by a selection committee comprised of the Project Partners.

After initial evaluation, the County will determine which, if any, respondents will be interviewed. If the County elects to interview respondents, the selected firms will be given the opportunity to discuss their proposal, qualifications, and past experience in more detail during the interviews. The County further reserves the right to interview the key personnel assigned by the selected firm to this Project. Respondents are expected to be available for interviews if requested.

All Proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the respondent's response shall be documented and included as part of the final contract.

The final scope of the project may vary from the proposal depending on the needs and resources. If Washtenaw County is unable to successfully conclude negotiations with the highest ranked firm, negotiations will be held with the next highest ranking responsible firm.

**V. SCOPE OF WORK**

The Office of the Washtenaw County Water Resource Commissioner's Solid Waste Division is responsible for the administrative coordination of the State-approved County Solid Waste Plan. This includes the regulatory oversight of solid waste facilities within the County, administering the home toxics reduction center collection program, the business assistance and recognition program Waste Knot, administering one-day cleanups in local communities, developing policy to enhance waste reduction, initiating product stewardship programs such the pharmaceutical take back and disposal, latex

paint recovery, and shrink wrap collection with local marinas. Further details about all the County Recycling, Home Toxics and Solid Waste Programs (including plans, materials and events) can be found on our website at: <http://recycle.ewashtenaw.org>.

Currently, the Washtenaw County Drop-Off Station on Ellsworth Road in Pittsfield Township provides all county residents with disposal and recycling opportunities for items not collected at the Zeeb Road Home Toxics Collection Center, community recycling stations or by waste hauler. The goal of this feasibility study is to identify a potential site location(s) to site a new, expanded waste diversion processing facility (or facilities) within Washtenaw County.

Knowing the strong role that solid waste planning has played in Washtenaw County, it is imperative that the selected consultant identify potential locations for a new facility while taking into account the population and waste stream dynamics as they relate to potential residential and commercial recycling customers. As part of this feasibility study, the contractor will be required to consider a sufficient base of data to define and explore alternative solutions to meet the County's waste diversion needs. Evaluation of the existing Drop-Off Station and its inability to serve future needs for the County have been documented. Alternative site locations sites are to be explored. Ultimately, this study should outline the feasibility for having one large facility, several smaller facilities, or a combination of those options.

### **Task 1 - Project Initiation**

Following execution of a contract including a detailed scope of work, a project initiation meeting (kickoff meeting) will be held. This meeting will include review of the approved Project description, scope of work, timeline and milestones. Roles and responsibilities of the project partners and contractor will be discussed. This is intended to be the first of regularly scheduled progress meetings.

#### ***Task 1 Deliverables:***

- Kickoff meeting with project partners to discuss goals and tasks and to coordinate timeline and project management responsibilities.
- Written summary of kickoff meeting including copies of meeting agenda, notes, and materials introduced.

### **Task 2 - Stakeholder Participation**

The contractor shall be required to solicit feedback from the stakeholder group (stakeholder list to be provided by the County) at various key milestones throughout the project. Environmental analysis and conceptual planning will be subject to stakeholder review at meetings convened for that purpose. Input from the Solid Waste Planning Committee, as well as any potential host community government, may be solicited at their meetings at appropriate milestones in the Project. Clear descriptions of the conditions found at all sites considered by the contractor are to be provided. Public involvement is anticipated at appropriate points throughout the site selection process.

It is anticipated the contractor will engage the stakeholders in the planning process to assure public input and produce a Project that is responsive to the requirements of the County, MDEQ, and the community's values and desires.

In addition to stakeholder meetings, communication mechanisms should include development and maintenance of a Project website, newsletters, and other techniques deemed appropriate. Project-related communications materials are to be produced and distributed at appropriate milestones.

A detailed timeline with associated communication and public input opportunities shall be developed.

#### Subtask 2.1 Community Outreach Plan

The contractor will develop a Community Outreach Plan. The plan will define the goals and objectives of the public involvement effort, further refine the key stakeholders list, and discuss the public involvement techniques and any public participation materials. Based upon the schedule of Project milestones, a community outreach plan will be developed to address methods proposed for the conveyance of information. The plan will help guide and focus the various stages of the outreach effort.

The contractor and project partners will conduct all meetings with the stakeholders. The contractor shall be responsible for the cost of all outreach meetings throughout the Project as part of the Project budget. The project partners must approve all meeting materials prior to public release.

#### Subtask 2.2 Project Website

As a component of the Community Outreach Plan, the contractor shall develop a Project website hosted on the County's web page. The website will be utilized by the public as a means of providing and obtaining information about the project. The contractor shall develop a communication outreach strategy, to be approved by the project team, to provide updated information, press releases, social media messages and materials. Many members of the public are familiar with the website structure, so consistency should be maintained to encourage its use as a valuable communication tool. Additional pages, links and topics could be added to the website to provide a continued source of up-to-date postings about current Project information, meetings and events, opportunities for involvement and avenues for comment. Interactive capabilities will be maintained to enable the public to ask questions, help identify issues, express concerns, and review and comment on documents.

#### ***Task 2 Deliverables:***

- Stakeholder database.
- Community Outreach Plan & Project website.
- Support materials for all Project-related meetings.
- Other public involvement tools and programs as needed.
- Project-related stakeholder meetings and presentations as outlined in subtask 2.1 above.

**Task 3 - Concept Plan and Report**

The contractor will produce 1) a “Concept Plan” that visually represents potential site locations with programmatic space allocation, and 2) a “Concept Plan Report” that provides a narrative description of the Concept Plan (together referred to as the “Concept Plan and Report”).

The contractor shall identify and evaluate potential sites in the County and select a preferred site(s). Discussion of alternative sites shall be included in the Concept Plan Report and as part of the feasibility study.

The Concept Plan Report should include at least four major elements: Background and Program, Development of Alternatives, Consideration of Alternatives, and Development of the Preferred Concept. Coordination of significant elements of the conceptual design should occur with appropriate stakeholders, including, but not limited to County Staff, the City of Ann Arbor, Solid Waste Planning Committee, appropriate community groups, organizations, and the public. The development and consideration of alternatives is to be conducted in a manner consistent with all local, state and federal requirements, and other applicable environmental requirements consistent with the State-approved solid waste plan. The analysis is to include a preliminary cost estimate and timelines needed to assist the County with the acquisition of required property.

In developing the Concept Plan and Report the following evaluations should be performed:

- Determination of alternative solutions to meet the County’s waste diversion needs that are to be provided at the new expanded Drop-Off Station(s), including anticipated future program areas.
- Economic feasibility study and determine the cost benefit analysis and breakpoints for economic sustainability, including but not limited to sources and methods for long-term funding.
- Consideration of likely required environmental documents or determinations for each alternative.
- Identification of any local zoning or land use approvals/permitting that may be required by host communities for each alternative.
- Site and building footprint, probable vehicular and pedestrian flow, accessibility, expandability, functional layouts including programmatic space representing square footage of program area and the relationship to one another, etc. Associated cost for site development including utilities.
- Identify site flexibility that would accommodate future programmatic expansion (20+ years) and anticipated future facility service expansion. Outline the service level thresholds and funding methods to accommodate the increased service needs.



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- Identify educational opportunities that could be located at the potential site(s). If multiple sites are deemed the most feasible option, please discuss how the education at the sites could be integrated.

The Project team will finalize the Concept Plan and Report to be used as a basis for completing the environmental review. A summary of public input will be incorporated into the final report.

**Task 3 Deliverables:**

- Concept Plan and Report as outlined above.
- Agendas and Minutes for all Project meetings.

**Task 4 - Project Management**

The contractor shall participate in progress meetings at or near milestone dates in order to assure proper communication of Project goals and objectives and to assure the timely completion of the Project. Regular meetings and monthly reporting will enable monitoring of work quality and adherence to budget and schedule. Quality assurance and quality control systems will be used to assure the highest quality of product for this effort.

**Task 4 Deliverables:**

- QA/QC review of all contractor deliverables.
- Prepare and distribute meeting minutes for all progress and coordination meetings.

**VI. RFP SCHEDULE**

The Preliminary Selection Process schedule is for information purposes only, and is subject to change at the County’s discretion.

<b>Activity/Event</b>	<b>Anticipated Date</b>
Release of RFP	September 10, 2015
Deadline - Consultant Questions	September 24, 2015
Deadline – Answers to Questions Posted	September 29, 2015
Deadline - Proposal Submittal	October 8, 2015
Short List of Consultants Established	October 14, 2015
Short List of Consultants Notified	October 21, 2015
Consultant Interviews	October 30, 2015

**VI. PROPOSAL EVALUATION CRITERIA**

All Proposals must contain the following minimum information and will be evaluated and scored using the criteria described below together with the associated point system. The criteria will allow each Proposal to be judged and then comparatively ranked to determine which are strongest and provides competitive pricing.

**1. Professional Qualifications (0 - 20 Points Maximum)**

This should include a description of the respondent's knowledge and experience with:

- Regulations governing solid waste management
- Waste Diversion Processing Facility planning and design
- Public engagement

State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.

Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the Project. Identify individuals who will do the work on this Project by name and title. Resumes or qualifications are required for proposed Project personnel who will be assigned to the Project. Qualifications and capabilities of any sub-consultants shall be included.

State history of firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.

**2. Past Involvement with Similar work (0 - 30 Points Maximum)**

The Proposal must include a list of specific experience in the Project area(s) and indicate proven success with completing similar projects by the firm(s) and the individuals to be involved in the Project. Preference will be given to Proposals where the project team identified for this feasibility study has significant experience with similar projects. The Proposal should also indicate the ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual Project completion date and final cost is appropriate with this section. A complete list of client references must be provided for similar projects recently completed. It shall include the client's name, address, telephone number, project title, and contact person.

**3. Proposed Project Team and Organization and Current Workload (0 - 15 Points Maximum)**

The organizational structure of the respondent will be evaluated in terms of its effective use of personnel. This should include a description of relevant experience and time commitment of key personnel, including the designated Project manager and all sub-contractors (if applicable); logic of project organization; adequacy of labor commitment and resources; and capability to reallocate resources as needed to meet project schedules.

**4. Proposed Work Plan (0 - 35 Points Maximum)**

A detailed work plan shall be submitted which lists all tasks determined to be necessary to accomplish the work of the Project. The work plan shall include, but not be limited to, the objectives/tasks listed in Section V of this RFP. The work plan shall define resources needed for each task (title and person hours) and staff persons completing the Project element tasks. In addition, the work plan shall include a time line schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the respondent that are thought to be necessary for the completion of the project are to be included in the work plan and identified as respondent-suggested elements. Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer. Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

The work plan and timeline may be subject to revision upon award of a contract.

**VIII. 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

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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

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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: \_\_\_\_\_  
Evan N. Pratt (DATE)  
Water Resources Commissioner

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](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 #6856 - Waste Diversion Site Feasibility Study**

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Name of Business

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Owner or Managing Partner, and Title

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Name of Contact Person, and Title

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Email Address for Contact Person

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Phone Number for Contact Person

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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.