

# REQUEST FOR PROPOSAL

**#6846**

## VENDING SERVICES FOR VARIOUS WASHTENAW COUNTY BUILDINGS

FOR

## Washtenaw County Infrastructure Management

Issued By:

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

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



**Proposal Submitted by:**

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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 #6846

May 21st, 2015

Washtenaw County Purchasing Division on behalf of Infrastructure Management is issuing a sealed RFP #6846 for Vending Services for various county buildings on an as-needed basis.

**Sealed Proposals:** Vendor will deliver one (1) **unbound original** and two (2) **bound copies** each with the pricing page flagged to the County location specified below.

Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Basement  
Ann Arbor, MI 48104

**By Monday, June 15th 2015 at 4:00pm 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 #6846"
- Please direct purchasing and procedural questions regarding this RFP to Beth A. Duffy **via e-mail only** to [duffy@ewashtenaw.org](mailto:duffy@ewashtenaw.org)
- ❖ Please direct technical questions regarding this RFP to April Baranek **via e-mail only** at [baraneka@ewashtenaw.org](mailto:baraneka@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>        | Infrastructure Management   |

**II. TERMS**

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

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

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

## **BID #6846 Vending Services**

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of three year(s), with an option to renew an additional two year(s), pending agreement by both parties.

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

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

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

**III. VENDOR SPECIFICATIONS**

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

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.  
(Attach as Addendum A)
- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.  
(Attach as Addendum B)
- C. Include color brochures of proposed machines for placement.  
(Attach as Addendum C)
- D. Provide sample report of all sales including, units sold, category type and commission by machine.  
(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)

**BID #6846 Vending Services**

**IV. AWARD**

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

**V. SCOPE OF WORK**

**PURPOSE**

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by Washtenaw County for vending services for Various County Buildings including: provide vending machines, healthy vending choices, dollar bill change machines, repair vending machines, add/move/remove vending machines, stock vending machines and provide refunds for machine faults (when no product is received for money paid).

**List of specified locations (additional locations may be negotiated)**

| Building Name<br>Building Address       | Service Area   | Machine Type                     |
|---|--|----------------------------------|
| 101 E. Huron<br>Ann Arbor, 48104        | Public – 2 <sup>nd</sup> floor lobby<br>Staff – 1 <sup>st</sup> floor break room | Snack/Beverage<br>Snack/Beverage |
| 110 N. Fourth Ave<br>Ann Arbor, 48104   | Public – Garden level<br>Staff – 3 <sup>rd</sup> floor break room                | Snack/Beverage<br>Snack/Beverage |
| 200 N. Main<br>Ann Arbor, 48104         | Public/Staff – Garden Level  | Snack/Beverage                   |
| 220 N. Main                             | Staff – Garden level lunchroom   | Snack/Beverage                   |
| 2201 Hogback Rd<br>Ann Arbor, 48108     | Public/Staff – 1 <sup>st</sup> floor vending area<br>Staff – Officers lounge     | Snack/Beverage<br>Snack/Beverage |
| 4135 Washtenaw Ave<br>Ann Arbor, 48108  | Public/Staff – 1 <sup>st</sup> floor lobby                                       | Snack/Beverage                   |
| 2140 E. Ellsworth<br>Ann Arbor, 48108   | Staff – Lunchroom  | Snack/Beverage                   |
| 705 N. Zeeb<br>Ann Arbor, 48107         | Staff – Garden level lunch room  | Snack/Beverage                   |
| 415 W. Michigan Ave<br>Ypsilanti, 48197 | Public – Atrium<br>Staff – Lunch room  | Snack/Beverage<br>Snack/Beverage |

**\* The above list of locations is subject to change – locations may be added or deleted during the contract duration.**

**Environmental Requirements:**

No Styrofoam packaging  
Compostable wrapper (preferred or when available)

## BID #6846 Vending Services

LED Lighting - required  
Energy star/energy mizer - required  
Occupancy sensors - required

### Service and Maintenance:

Provide a written refund policy and contact information for refund, and post near every machine.

Provide time line for machine break/fix.

Provide procedures for assuring freshness of product (visible expiration date when possible)

Sales Report sample – per machine required (monthly or quarterly)

Provide information on rebate or sales and commission programs offered

Provide written preventative maintenance program on machines

Unless authorized machines are only to be filled between the hours of 8:30 am to 5:00pm, Monday through Friday. Excluding County observed holidays.

Product labeling – healthiest marked and located at eye level

Vendors are responsible for all damages to County property caused by moving, installing or servicing vending machines.

### Qualifications for products:

- A. **Beverages** - No beverages sold through vending machines shall be calorically sweetened (i.e. contain sugars that are added to food during processing or preparation). Examples of unacceptable beverages include non-diet sodas, sports drinks, energy drinks, sweetened water products, sweetened coffees and teas, fruit drinks, lemonades and sweetened milk. Vending machine beverage offerings should include ample choices of water (zero calories with no added sweetener) and milk. When juice is available, it should be 100% fruit or vegetable juice with no added sweeteners and 12 ounces or less. Diet sodas should be limited to no more than one-third of items offered. Unsweetened tea and coffee drinks are also permitted.
- B. **Food** - Offering healthy food gives employees and customers the ability to make a healthy choice when they select products from vending machines. Products sold through Washtenaw County vending machine products must fall into one of three categories: “Healthiest” (at least 50%), “Healthier” and “Limited” (no more than 25%) (See Attachment A).
- C. **All product** selections will be subject to the approval of Washtenaw County with the assistance of Washtenaw County Public Health.

**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 the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract.

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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;

## **BID #6846 Vending Services**

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, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

### ARTICLE XIV - EQUAL ACCESS

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

### ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss 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.,

## **BID #6846 Vending Services**

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

**BID #6846 Vending Services**

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

**Washtenaw County Healthy Vending Guidelines:**

Using this guideline, please mark which category the proposed vending machine item falls under on the price list. Our goal is to provide ample nutritious beverage and food choices in Washtenaw County vending machines. Washtenaw County vending machine products must fall into one of three categories: “Healthiest” (at least 50%), “Healthier” and “Limited” (no more than 25%)

**(ATTACHMENT A)**

|            |   |
|------------|---|
| Healthiest | <ul style="list-style-type: none"> <li>⊗ Calories – No more than 250 calories per serving</li> <li>⊗ Fat – No added fat, saturated fat or trans fat</li> <li>⊗ Sugar – No sugar added for all food groups with the exception of grains. No more than 6 grams of sugar per serving of grains.</li> <li>⊗ Sodium – No more than 150 mg per serving             <ul style="list-style-type: none"> <li>➤ Examples: Fresh vegetables and fruit, 100% whole grain cereals or granola, unsalted nuts or seeds, fat free yogurt, low-sodium cheese, low-sodium dried meat or tuna, rice cakes, hard boiled eggs.</li> </ul> </li> </ul>                        |
| Healthier  | <ul style="list-style-type: none"> <li>⊗ Calories – No more than 250 calories per serving</li> <li>⊗ Fat – No more than 35% of calories from total fat (excluding nuts or seeds), No more than 10% of calories from saturated fat, Zero trans-fat.</li> <li>⊗ Sugar – No more than 10 grams of sugar per serving.</li> <li>⊗ Sodium – No more than 360 mg per serving             <ul style="list-style-type: none"> <li>➤ Examples: Fresh or dehydrated vegetables and fruit, baked potato chips, pretzels, fruit packed in light syrup, whole grain crackers, salted nuts and seeds, yogurt or pudding made from low-fat milk.</li> </ul> </li> </ul> |
| Limited    | <ul style="list-style-type: none"> <li>⊗ Foods high in calories, fat, sugar, sodium and refined grains             <ul style="list-style-type: none"> <li>➤ Examples: Fried potato chips, fried vegetables, fruit in heavy syrup, pastries, doughnuts, pop tarts, salted nuts or seeds, full fat yogurt, any product made with refined grains.</li> </ul> </li> </ul>   |

Production selections are subject to change or adjustment as needed by either party with appropriate advanced notice.







**SIGNATURE PAGE**

|                             |  |
|-----------------------------|--|
| _____<br>Signature          | _____<br>Company Name                      |
| _____<br>Print Name         | _____<br>Company Address                   |
| _____<br>Title              | _____<br>City, County, St. Zip             |
| _____<br>Office Telephone # | _____<br>Cell Phone #                      |
| _____<br>Federal Tax ID #   | _____<br>Email Address for Purchase Orders |

**The above individual is authorized to sign on behalf of company submitting proposal.**

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.