

REQUEST FOR PROPOSAL

#6790

Behavioral Risk Factor Surveillance System (BRFSS) Survey for Washtenaw County

FOR

Washtenaw County Public Health

Issued By:

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

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



Proposal Submitted by:

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



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6790

June 26, 2014

Washtenaw County Purchasing Division on behalf of Washtenaw County PublicHealth is issuing a sealed RFP #6790 for their Behavioral Risk Factor Surveillance System (BRFSS) Survey for Washtenaw County residents.

Sealed Proposals: Vendor will deliver **one (1) unbound original** and **three (3) 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 Tuesday, August 5, 2014 at 4:00 pm 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 must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#6790**"
- Please direct purchasing and procedural questions regarding this RFP to Beth A. Duffy **via e-mail only** to duffy@ewashtenaw.org
- Please direct technical questions regarding this RFP to Dept contact **via e-mail only** at guzman@ewashtenaw.org or sheldonsp@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Washtenaw County Public Health

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.*

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 thirteen (13) months.

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. Staff performing the services on-site must be factory certified. A copy of the certificate must be included in the proposal.

(Attach as Addendum B)

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

(Attach as Addendum C)

- D. 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 D)

IV. AWARD

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

V. SCOPE OF WORK

Introduction:

The purpose of this Request for Proposal (RFP) is to select a vendor to conduct the Behavioral Risk Factor Surveillance System (BRFSS) survey in Washtenaw County, Michigan in collaboration with Washtenaw County Public Health (WCPH) and its survey partners the University of Michigan Health System, St. Joseph Mercy Health System, and Chelsea Area Wellness Foundation. The standardized protocol developed by the U.S. Centers for Disease Control and Prevention (CDC) is used to conduct the survey locally. The anticipated contract period is July 2014 through September 2015. Work by the selected vendor will encompass the execution and reporting of the 2015 Washtenaw County BRFSS. This effort will cover approximately six months of planning and startup, four months of data collection, and four months of data cleaning and reporting.

Since 1995, WCPH has conducted a county-level BRFSS survey that has provided population health prevalence estimates for Washtenaw County, sub-county regions, and targeted demographic and socioeconomic groups. For more information on about the 1995, 2000, 2005, and 2010 BRFSS surveys, please visit <http://hip.ewashtenaw.org>, click on “HIP Survey Data.”

Scope of Work:

The selected survey vendor will conduct a BRFSS survey in Washtenaw County, Michigan in 2015. Survey methods will produce a representative sample of non-institutionalized civilian adult population aged 18 years and over. The estimated final survey sample size is 2,500.

The final countywide sample should reflect the age, gender, education, and racial/ethnic profile of Washtenaw County, as reflected in the “Detailed Specifications” section of this RFP. In addition, the following oversamples will be provided: 15% African Americans and 15% Medicaid recipients.

Two geographic regions of the county will be oversampled: Chelsea/Dexter (48118, 48130, 49285, 48137, 48169) with 300 additional surveys and Manchester (48158, 49240, 49236) with 200 additional surveys.

The standardized protocol developed by the U.S. Centers for Disease Control and Prevention will be utilized for collecting telephone responses. In 2015, WCPH requires landline and cell phone methodologies in the telephone survey. However, WCPH is also receptive to proposals that include (in addition to landline and cell phone) mail or web based survey methodologies. The questionnaire will consist of the BRFSS core as well as a limited number of customized questions to be provided by WCPH. The BRFSS survey in Washtenaw is conducted in English.

Eligible Bidders:

Eligible bidders include any U.S. company or other U.S. organization with demonstrated previous experience, ability, and capacity to conduct population-based random digit dialing (RDD) telephone surveys according to the CDC BRFSS protocol using computer assisted telephone interviewing (CATI) methodology. Bidders must demonstrate experience and ability in all areas of conducting BRFSS surveys including survey sampling, questionnaire development, sample management, interviewing using CATI, data management and processing, quality control, and human subjects protection and confidentiality procedures.

Detailed Specifications:

The vendor selected through this competitive RFP process will be responsible for completing the following activities to conduct the 2015 BFRSS in Washtenaw:

Methodology

Develop a methodology for survey procedures to select sample distributions detailed in “Sampling” section below. Sampled population will include non-institutionalized civilian adult population aged 18 years and over. Survey methodologies must include random

digit dial landline and cell phone sampling. Methodologies may also include web or mail based surveys.

Phone methodology (landline and cell required):

- Design and test the survey questionnaire to be conducted using computer assisted telephone interviewing (CATI) methods.
- Collect questionnaire data from adult respondents using trained interviewers and the CATI methodology and adhering to the BRFSS protocol. The vendor's responsibilities will include all aspects of data collection using CATI including computerization of the questionnaire, interviewer trainings, interview administration, and CATI data management.

Additional methodologies (optional):

- In addition to landline and cell phone procedures, bidders may recommend web and/or mail procedures if necessary to assure a representative sample and acceptable response rate from certain demographic subgroups. In this case, the selected vendor will conduct all aspects of any other method proposed.

Sampling

Final sample distribution should including the following categories and proportions, most of which reflect 2010 Census data. Those with asterisk indicate an over/under sample:

1. Age groups
 - 18-24: 16.9%
 - 25-34: 14.3%
 - 35-44: 12.7%
 - 45-54: 13.7%
 - 54-64: 11.4%
 - 65-74: 5.6%
 - 75+: 4.5%
2. Racial/ethnic
 - *White: 72% (undersample) (74.5% Census 2010)
 - *African-American: 15% (oversample) (12.7% Census 2010)
 - Asian: 8%
 - Other or two or more races: 5%
 - Latino (any race): 4%
3. Gender
 - Males: 49%
 - Females: 51%
4. Medicaid Status
 - *Medicaid recipients: 15% (oversample) (11% expected as of 2015)
5. Proportional Geographic Regions (zip codes) – Washtenaw County residents only
 - Ann Arbor (48103, 48104, 48105, 48108) (omit 48109 – University of Michigan dorms)
 - Ypsilanti (48197, 48198)

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- Chelsea/Dexter (48118, 48130, 49285, 48137, 48169)
 - Manchester (48158, 49240, 49236)
 - Saline/Milan (48176, 48160, 48190, 48191)
 - Whitmore Lake/Northfield/Salem (48189, 48178, 48167, 48170)
6. Oversampling Geographic Regions (zip codes) – Washtenaw County residents only
- Chelsea/Dexter (48118, 48130, 49285, 48137, 48169): 300 additional surveys
 - Manchester (48158, 49240, 49236): 200 additional surveys

Other

- Follow industry standards to ensure informed consent, respondent confidentiality, and data security for the purposes of human subjects protection.
- Construct weights according to sampling methods such that risk factor estimates for the groups targeted for over-sampling (i.e., African Americans, Medicaid recipients, and residents of the Chelsea/Manchester/Dexter zip codes) and the Washtenaw County general population can be calculated.
- Provide a description of the procedures to be used to clean and prepare the data in SPSS.
- Send monthly updates to WCPH staff.
- Provide final codebook and stub and banner tables to Washtenaw County Public Health in electronic format by August 1, 2015. (example provided)

Proposal Requirements:

- Up to 10 points will be deducted from the total score for failing to follow the prescribed proposal requirements.
- The proposal should be no longer than 20 double-spaced pages excluding attachments. The proposal should use an 11 point minimum font size. Proposal pages must be numbered. A header with the bidder's organization name should be placed on each page.

A. Cover page (not scored)

1. Title
2. Full name of the organization and, if applicable, the parent company, branch office or other subordinate element that will perform or assist in performing the work.
3. Name of contact person and title
4. Address, telephone number, fax number
5. E-mail address

B. Organizational experience, capacity, and ability (30 points)

Bidders must demonstrate experience and ability in all areas of conducting BRFSS surveys according to CDC protocol including survey sampling, questionnaire development, sample management, interviewing using CATI, data management and processing, data cleaning, quality control, and confidentiality procedures. Narrative should include, but is not limited to, the following:

1. Conducting public health surveillance or health research. Describe your awareness and understanding of industry standards and most current survey method technology used by state and national health organizations such as the Michigan

Department of Community Health, U.S. Centers for Disease Control, and National Institutes of Health.

2. Conducting the BRFSS according to CDC protocol using CATI.
3. Conducting the BRFSS in sub-county geographic areas, and among population groups defined by socioeconomic and demographic characteristics.
4. Adequate staffing to include project managers, supervisors, interviewers, statistical and sampling support, and others as needed. Resumes of key staff should be included as attachments.
5. Detailed description and availability of equipment, facilities, capacity, and administrative support to conduct the BRFSS survey. Include a description of computer technical support and backup systems to prevent loss of data when systems fail.
6. Optional: Experience carrying out web- and mail-based surveys.

C. Methodology (30 points)

1. Provide a detailed description of the methodology to conduct landline list-assisted random digit dialing telephone survey procedures following CDC BRFSS protocol to obtain a representative sample of Washtenaw County, Michigan adults 18 years and over.
2. Provide a detailed description of the methodology to conduct cell phone survey procedures following CDC BRFSS protocol.
3. If applicable, provide a detailed description of the methodology to conduct other survey methods proposed (mail, web).
4. If applicable, include description of how additional methodologies proposed are necessary to assure a representative sample and acceptable response rate from one or more sample groups. (For example, certain populations are more likely to have no landline and/or purchase prepaid cell phones that charge by the minute. Therefore, rather than landline or cell phone surveys, web or mail surveys may be more appropriate for reaching these groups.)
5. The final countywide sample will be representative of the age, gender, education, and racial/ethnic profile of Washtenaw County, consistent with the 2010 Census (as outlined in "Detailed Specifications"). In addition, the sample will consist of 15% African Americans and 15% Medicaid recipients (this is an oversample).
6. Provide a detailed description of survey procedures and operations to ensure optimal survey quality with minimal error. This may include but is not limited to a discussion of the expected success with respect to indicators of survey quality, training, and uniform procedures to conduct the survey such as call scheduling, callback verification, refusal conversion, handling ring-no-answers, business numbers, refusals, and documentation of calls made. This section should also include a discussion of procedures to ensure confidentiality and issues related to informed consent.
7. Construct weights according to sampling methods such that risk factor estimates for the groups targeted for over-sampling (i.e., African Americans, Medicaid recipients, and residents of the Chelsea/Manchester/Dexter zip codes) and the Washtenaw County general population can be calculated.
8. Provide a description of the procedures to be used to clean and prepare the data for use in SPSS.

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9. Provide a description of procedures to be used in producing final products of this project including compiling, editing, and transmitting final dataset.
10. Provide a description for providing final codebook and stub and banner tables to Washtenaw County Public Health in electronic format by August 1, 2015. (example provided)
11. Describe procedures to ensure informed consent, respondent confidentiality and data security for the purposes of Institutional Review Board human subject protection.

D. Timeline (10 points)

Bidders must provide a schedule that demonstrates ability to complete the work by the scheduled due date as well as timely delivery of deliverables. The contract period for this work is August 2014 through September 2015.

E. Bid Price and Budget Justification (20 points)

Estimating a total sample size of 2,500, please complete the following table:

Proposed methodologies	Proposed n	Price per completed interview
Landline (required)		\$
Cell (required)		\$
Mail (optional)		\$
Web (optional)		\$
Total	n = 2,500	\$

Bidders must provide a narrative budget justification.

F. References (5 points)

1. At least two corporate references and contact information from previous relevant contract work are a requirement of the bid and must be included as attachments.

G. Interview (5 points)

1. The three highest scoring bidders (cumulative points from sections A-F) will be invited to participate in an in-person interview before final selection is determined.

Summary of Proposal Requirements and Points Awarded:

	Evaluation criteria	Points awarded
A.	Cover page	Not scored
B.	Organizational experience, capacity, and ability	30
C.	Methodology	30
D.	Timeline	10
E.	Bid price and budget justification	20
F.	References	5
G.	Interview	5
	TOTAL	100

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 CR _____

AGREEMENT is made this _____ day of _____, 2014, 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 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 begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR).

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 the Contractor is neither an employee nor an agent of the County for any purpose.

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

ARTICLE VI INDEMNIFICATION AGREEMENT

The 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 VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, Street Address, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - 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 IX 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 X 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 XI – DEBARMENT AND SUSPENSION

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

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

ARTICLE XII – LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

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

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

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

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

ARTICLE XV EQUAL EMPLOYMENT OPPORTUNITY

The 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 XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.81 per hour with benefits or \$13.85 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2015 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - 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 XVIII 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 XIX - 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 XX TERMINATION OF CONTRACT

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

ARTICLE XXI 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 XXII PRACTICE AND ETHICS

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

ARTICLE XXIII CHANGES IN SCOPE OR SCHEDULE 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 XXIV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXV EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
Ellen G. Rabinowitz (DATE)
Health Officer

(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

BID #6xxx Title of Bid

(Include) PRICE SHEET

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

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

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

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

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

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

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