

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

RFP # 6162

ILLICIT DISCHARGE IDENTIFICATION IN MALLETT'S & ALLEN CREEKSHEDS

Prepared by:

Washtenaw County Purchasing
Administration Building
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WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

September 23, 2004

Washtenaw County Purchasing Division on behalf of the Washtenaw County Drain Commissioner's office is seeking proposals for "Illicit Discharge Identification in Malletts and Allen Creeksheds".

Sealed Proposals: Please submit one (1) original and two (2) copies to the following address and due date:

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

By Tuesday, October 12, 2004 at 4:00 pm

This submission shall include the entire Request for Proposal document and any amendments if issued.

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

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP #6162".
- Please direct any technical questions regarding this RFP to Harry Sheehan at (734) 222-6851 or sheehan@ewashtenaw.org
- Please direct procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or strietera@ewashtenaw.org.

I. PROPOSAL

Definitions:	"County"	is Washtenaw County in Michigan.
	"Bidder"	an individual or business submitting a bid to Washtenaw County.
	"Contractor"	One who contracts to perform work or furnish materials in accordance with a contract.

INTRODUCTION

The project consists of visual screening, water quality sample collection, lab analysis, video inspection, and dye-testing to identify the extent and sources of illicit discharges in Malletts and Allen Creeksheds. At the point that individual properties are identified as sources, enforcement will be turned over to the municipality of jurisdiction. A Quality Assurance Project Plan (QAPP) has already been submitted to the Michigan Departmental of Environmental Quality (DEQ). The County will update the QAPP after a contractor has been selected.

MINIMUM WORK PLAN ELEMENTS

I. Screening

Storm sewer and open channel segments within each watershed will be screened at multiple locations to identify high priority areas of suspected illicit discharge activity. Based on initial results, more localized screening will occur along individual reaches. The intensity of any follow-up screening will be dependent upon the nature of preceding results. In addition, flows vary considerably and many locations may have insufficient flow for extended periods.

For the purpose of bidding, the level of effort for screening should be based on 15 locations per day for 80 days. Thus, a total of 1200 locations will be screened during the entire project. Screening parameters for each location are:

- Field: temp, pH, turbidity, DO, ammonia, conductivity and visual/olfactory evidence
- Lab: *Escherichia coli*, and surfactant

All data shall be collected in dry weather. All locations shall be electronically photographed, with a date and time stamp included. (Sample points are manholes, outfalls and open channel segments.) All locations shall be geo-referenced to sub-meter accuracy on the X and Y planes. Confined space entries are not expected.

The Ann Arbor Drinking Water Plant will perform *E. coli* analysis and directly bill the County. The Contractor will coordinate with the Ann Arbor Drinking Water Plant for *E. coli* sample collection and analysis.

The Bidder shall identify a preferred lab to perform surfactant analysis and include all costs associated with surfactant collection and analysis in their bid.

II. Open Channel Inspection

The main channel of Malletts Creek is open for approximately 8 miles. Allen Creek is open for less than a mile, however various wetlands exist. The entire length of each channel shall be inspected for the purpose of identifying olfactory and/or visual evidence of illicit discharges from ditches, seeps, outfalls, unidentified leads or septic fields. The open channel and points of concern shall be geo-located and included in the larger database. A summary memo shall be compiled including narrative descriptions and photographs of each point of concern.

III. Video Inspection

Perform video inspection of sewers where needed and provide copies of the inspection. CDs are required, videotape is not acceptable. The inspection tapes/CD's shall include a narrative and written report that indicates pipe size and observed conditions. The narrative and report should locate observations based upon distances and directions from numbered storm sewer structures. For the purpose of bidding, the level of effort for video inspection is assumed to be 120,000 LF over the course of 55 separate inspection days.

IV. Dye-testing

Perform follow-up dye-testing at individual properties as dictated by screening and video inspection. One member of a two-person team will conduct dye drops of plumbing fixtures at each facility or residence. The other will observe the entry of dye into the sanitary sewer to confirm a correct connection. Should a dye drop not be accounted for, additional testing will be undertaken to determine whether the fixture is connected to the storm sewer. MDEQ approval for dye testing will be sought and appropriate agencies will be notified. For the purposes of bidding, assume 120 days of dye-testing at 8 hours per day. There is no anticipated need to provide offsite water (flush/vactor truck).

The Contractor will be expected to conduct their work on private property and comport themselves in a manner that suitably represents Washtenaw County and the City of Ann Arbor. In addition, the Contractor is required to have individual photo IDs bearing the company logo in plain sight. Similar automobile signage is required. Business cards must be made available upon request.

V. Database Management

A template of the MS Access database from previous IDEP work will be provided by the Washtenaw County Drain Commissioner's Office. The consultant shall maintain a similarly formatted project database for Malletts and Allen Creeksheds. Each new set of data collected will be added to the database promptly and uploaded to the County FTP server. The data should be managed by personnel with expertise in MS Access, ArcView and GPS hardware and software.

VI. Project Management

For effective project coordination, the project manager will be expected to communicate frequently. Assume that 20 one-hour progress meetings will be required in the Ann Arbor area. Brief monthly progress memos will also be required to be included with invoices. Costs for work in Malletts and Allen Creekshed are to be tracked and invoiced separately. The consultant is expected to be available to communicate via phone and email during the course of the project.

Purpose of Proposal:

The purpose of the proposal is to implement a requisite element of the County's Phase II storm water permit, the *Escherichia coli* (*E. coli*) Total Maximum Daily Load Implementation Plan for Geddes Pond, and Clean Michigan Initiative grant Illicit Connection Elimination in Malletts and Allen Creekshed. The TMDL document, including previous *E. coli* sampling data can be found on the web at:

<http://www.deq.state.mi.us/documents/deq-swq-gleas-tmdlgeddes.pdf>

Additional site information about the two creeksheds is available at:

http://www.ewashtenaw.org/government/drain_commissioner/dc_idep.html

Proposal 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 Vendor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid 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 Bid would be awarded, and negotiations would be undertaken with that provider 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. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of contract.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's maybe adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

II. PROPOSAL SPECIFICATIONS

The proposal should include all of the following information:

- A. Bidder's Qualifications, years of experience, and describe experience in providing the level and type of service specified in the proposal. Include the name of the client, a contact person, address, telephone number, email, the start and completion dates of the project, and the original contract amount and the final project cost. Indicate key staff involved.

(Attach as Addenda A)

- B. A simple work plan shall be presented which lists all tasks outlined in Section I of this RFP (Minimum Work Plan Elements). The work plan is not limited to those elements outlined in Section I. Should the bidder wish to recommend other items, they may be incorporated in the Minimum Work Plan Elements, or be added as a separate task.

(Attach as Addenda B)

- C. Provide resumes of the project manager, screening and dye-test crew, video contract coordinator, database maintenance coordinator and any other key personnel. Provide brief descriptions of experience that project personnel assigned have completed related to illicit discharge investigation work in general, and the specific components outlined in this RFP.

(Attach as Addenda C)

- D. Provide a budget itemizing, hourly rates, overhead factors, and all other details by which project costs have been derived. In addition, summarize project hours and cost by task. Summarize by name and title, personnel hourly commitment by task and personnel total hours.

(Attach as Addenda D)

- E. The project schedule shall be included but may be a simple narrative. The expectation is that illicit discharge investigation and database maintenance will progress in an orderly fashion to the extent that system flows, weather and data analysis allow. It is expected that all work will be completed in a twenty four month period of time. Work will be front loaded to accomplish as much as possible by June 30, 2005 to meet grant commitments.

(Attach as Addenda F)

III. EVALUATION CRITERIA

Criteria	%
1. Bidder's Qualifications Qualifications of the firm or firms assigned, including appropriate areas of expertise, technical capabilities and quality references that suggest they are best qualified to undertake this project.	25
2. Personnel's Past Involvement with Similar Projects Overall experience of project personnel with illicit discharge investigation work in general, and the specific components outlined in this RFP.	25
3. Overall Quality of Proposed Work Plan The technical quality and composition of proposed work plan, thoroughness, brevity and clarity of presentation.	25
3. Fee Proposal	25

IV. CONTRACT PROVISIONS

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

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to Washtenaw County Drain Commissioner's Office and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

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

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

ARTICLE IV - TERM

This contract begins on date of contract signed and ends on (date to be determined).

ARTICLE V- PERSONNEL

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

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

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

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

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

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

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

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

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

ARTICLE IX- INTEREST OF CONSULTANT AND COUNTY

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

ARTICLE X- CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission,

percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - 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 \$9.09 per hour with benefits or \$10.66 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, 2003 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 XIII - ASSIGNS AND SUCCESSORS

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

ARTICLE XIV - 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 XV - EQUAL ACCESS

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

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE XX - 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 XXI - EXTENT OF CONTRACT

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

V. TERMS AND CONDITIONS

AWARD:

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 which 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.

The County plans to evaluate the bids based on the criteria in this RFP. Then award to the vendor that has the highest percentage.

TERM OF CONTRACT:

From October 15, 2004 through September 15, 2006.

COST OF RFP:

The County will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

SIGNATURE PAGE

<hr/> Signature	<hr/> Company Name
<hr/> Print Name	<hr/> Company Address
<hr/> Title	<hr/> City St. Zip
<hr/> Telephone #	<hr/> Fax #
<hr/> Email Address	<u><i>CHECK ONE</i></u> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____
<hr/> Federal Tax ID #	

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

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.