

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

## #6264

### FERTILIZER AND PESTICIDES

### FOR

### PIERCE LAKE GOLF COURSE

Prepared By:

Washtenaw County Purchasing  
Administration Building  
P.O. Box 8645  
220 N. Main B-35  
Ann Arbor, MI 48107

Crystal A. Wake, C.P.M., CPPB  
Buyer  
(734) 222-6760





## 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

### REQUEST FOR PROPOSAL # 6264

February 6, 2006

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Department is issuing a Sealed Request for Proposal (RFP) #6264 for Fertilizer & Pesticides for Pierce Lake Golf Course.

**Sealed Proposals:** Consultant will deliver one (1) original and **three (3)** copies to the following address:

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

by **4:00 p.m. on THURSDAY, FEBRUARY 23, 2006**

**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 #6264**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal Wake at **734-222-6760**.
- Please direct technical questions regarding this RFP to Brian Klender at **734-475-5858**.

Thank you for your interest.

**I. PROPOSAL**

**Definitions:** “**County**” is Washtenaw County in Michigan.

“**Bidder**” is 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.

**Purpose of Proposal:**

Washtenaw County Parks and Recreation Department presently has an 18 hole golf course located at I-94 and M-52. The course is scheduled to re-open in the spring of 2006.

The course encompasses 240 acres including wetlands.

Delivery of the pesticides and fertilizer specified in this RFP package are extremely critical to the accomplishment of this schedule.

Projected delivery of the initial order is planned for the week of March 27- 31, 2006. Samples of products for evaluations of compliance to specifications shall be required within one week upon notification by the Parks and Recreation Department.

**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 that 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 Bid. (See "Award: in Section IV.)
- 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 may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. 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 shall include all of the following information:

- A. State the vendor's qualifications, years in business, staff profile and experience to provide the materials required by Washtenaw County.  
**(Attach as Addenda A)**
- B. References: List three (3) references from current corporate or government customers purchasing similar material by Bid, or in large quantities. Include name, contact name and phone number.  
**(Attach as Addenda B)**
- C. Give bank reference with name and phone number of contact person.  
**(Attach as Addenda C)**
- D. Vendor's ability to provide Internet On-line ordering of items listed in the RFP. Include set up requirements and maintenance requirements.  
**(Attach as Addenda D)**

**IV. 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 (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the 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 Vendor whose proposal is deemed to best meet the County's specifications and needs.

The County intends to award the bid based upon the individual items to be purchased but retains the right to package the items as a class or as the entire bid if it proves to be advantageous to the County.

**Low Bidder:**

Low Bidder will be determined either for each item, each section or by the entire bid which ever is in the best interest of the County. The method of determining the low bidder follows.

**Term of Bid:**

The Bid is for a nine (9) month term from the date of the award through November 1, 2006. Terms and Conditions will remain unchanged during the term of the bid.

**Delivery:**

The County estimates placing Five (5) different orders throughout the year. On any fertilizer shipment greater than 3 tons the supplier will unload the fertilizer and chemicals and place them inside the maintenance building (preferably using a spider or fork-lift). Delivery will be to the Pierce Lake Golf Course maintenance building and will include inside delivery, if needed. Delivery should be included in the price of the fertilizer and or chemicals.

All deliveries must be completed within 15 calendar days of the Vendor receiving either the Purchase Order or a request for delivery on a blanket PO. Deliveries made outside of this time frame will be considered on a case-by-case basis and may be cause for voiding the Bid.

Bag size should not exceed 50 pounds.

**Evaluation:**

Vendors bidding on fertilizers and pesticides in this RFP must be prepared to supply requested evaluation materials for review by County staff within one week of request. County staff will perform an initial evaluation of the bids submitted and may request evaluation materials from approximately 1 to 3 vendors.

**Estimated Quantity:**

The estimated total quantity indicated in the Bid Sheet is an approximation of one year's requirement and is not binding on the County. The County has the right to order any quantity which the responsible department managers and/or the Manager, Purchasing Division deem necessary during the contract period.

**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.

**MSDS Sheets:**

The Vendor will supply the County Material Safety Data Sheets where applicable with each delivery. Also when the chemicals are initially delivered for evaluation the sheets are required.

**Receipt of Incorrect Items:**

In instances when the Vendor ships items that are not the items ordered on a purchase order, the County will return the items to the Vendor COD. As an alternative, the Vendor may make other arrangements for return of incorrect items at no cost to the County.

In instances when the County places an incorrect order or makes a change of plans that requires the return of items ordered on a purchase order, the County will be responsible for shipping charges to return the items.

**Inspection of Facilities:**

The Manager of the Purchasing Division reserves the right, before making an award to have the premise of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, and facilities.

**Right to Purchase:**

The County reserves the right to purchase fertilizers and pesticides outside of this Bid if it's in the best interest of the County.

**Addenda**

Attach requested **ADDEND A** through **D** to the balance of this RFP.

For information to include on Addenda **A** through **D** see page 2.

**BID SHEET**

Bidders are required to insert the **Each Unit Price**. In addition, they are to insert under the specific item, the Manufactured and Brand or Stock Number they intend to furnish as a result of a quotation. In the event bidder fails to provide this information, the County will assume that the item to be supplied is as indicated or referred to in the specification.

**Units** - Estimated quantity that County will purchase in a year.

It is the intention for the County to consider and evaluate items of standard manufacture of highest quality only. The County reserves the right to determine if the items offered may be accepted as equal to the specifications

For all fertilizers and chemicals list **brand** and **specific product name**.

Section 1: State: Weigh per bag. Cost per bag. This information is for the purchase order. Cost per pound of actual Nitrogen. Bidders are allowed to submit more than one version of the chemical for each item. Usually the versions are based on insoluble nitrogen. Suppliers must meet ratios in the description deviations will be evaluated on a case by case basis.

**NOTE: for items #1 and #7 no substitutions are allowed.**

**ITEM #9 WILL REQUIRE A SEPARATE SERVICE CONTRACT FOR APPLYING TO FAIRWAYS AND ROUGH.**

Section 2: State: Percent active ingredient by weigh or volume. This information will be used to compare products with different percents of active ingredient. Weight per bag or size/ volume of the container. Cost per pound or gallon. Or equal brands can be bid. The percent of active ingredient must be listed on the bid.

Section 3: State: Weight per bag or Cost per bag. Deviations will be evaluated on a case by case basis.

Section 4: State: Percent of active ingredient by weight or volume. Cost per pound or gallon "or equal" brands can be bid. The percent (%) of active ingredient must be listed on the bid.

**BID SHEET**

**SECTION 1: #1-9**

<b>Specification</b>	<b>Units</b>	<b>Weight per bag Gal/Cont.</b>	<b>Cost per bag Lbs/Gal/Case</b>	<b>Total Cost</b>
<b><u>FERTILIZERS</u></b>				
<b><u>No. 1</u></b> <b>Grigg Brothers PK+</b> Foliar fertilizer (3-21-18) w/B,Fe,Mn,Zn 2.5 gallon containers	14 cases	_____	\$ _____	\$ _____
<b><u>No. 2</u></b> <b>19-25-5 Granular Fertilizer</b> 120 SGN, 35% SAN, MAP Nitrogen 50 lb. bags	185 bags	_____	\$ _____	\$ _____
<b><u>No. 3</u></b> <b>Liquid Iron Plus Minors</b> Compatible tank mix, Not requiring watering-in. 2.5 gallon containers	50 gallons	_____	\$ _____	\$ _____
<b><u>No. 4</u></b> <b>11-20-20 Mini Fairway Grade</b> Minimum of 30% Water insoluble nitrogen, 9% Sulfur, 1% Fe, Sulfate of Potash 50 lb. bags	344 Bags	_____	\$ _____	\$ _____

**SECTION 1: Cont.**

Specification	Units	Weight per bag Gal./Cont.	Cost per bag Lbs/Gal/Case	Total Cost
<b><u>FERTILIZERS</u></b>				
<b><u>No. 5</u></b>				
<b>Andersons 18-9-18</b> 80 SGN, Homogeneous 6% Sulfur, .28% Fe, .14% MN 40lb. bags	58 bags.	_____	\$ _____	\$ _____
<b><u>No. 6</u></b>				
<b>15-3-15 Fertilizer + Merit Insecticide .2%</b> 50 lb bags	180 bags	_____	\$ _____	\$ _____
<b><u>No. 7</u></b>				
<b>Sul-Po-Mag (0-0-20)</b> With 20% S, 10% Mg. 50 lb bags	18 bags	_____	\$ _____	\$ _____
<b><u>No. 8</u></b>				
<b>Sulfate of Potash 0-0-60</b> 50 lb bags	65 bags	_____	\$ _____	\$ _____
<b><u>*No. 9 (SEPARATE SERVICE CONTRACT)</u></b>				
	<u>Cost Per Acre</u>		\$ _____	\$ _____
<b>Custom Application of No. 6 (15-3-15 Fertilizer +Merit Insecticide .2%) To Fairways and Rough 27 Acres of Fairways &amp; 33 Acres of Rough Total of 60 Acres</b>				

**SECTION 2: #10-19**

Specification	Units	Weight per bag Gal./Cont.	Cost per bag Lbs/Gal/Case	Total Cost
<b><u>FUNGICIDES</u></b>				
<b><u>No. 10</u></b>				
<b>Curlan EG.</b> 50% Vinclozolin (5) 2.5 lbs bag per case	15 cases	_____ %	\$ _____	\$ _____
<b><u>No. 11</u></b>				
<b>Daconil Ultrex</b> 82.5% chlorothalonil 20 lbs per case	25 cases	_____ %	\$ _____	\$ _____
<b><u>No. 12</u></b>				
<b>Turfcide 400 Flow</b> 40% PCNB 2.5 gal. containers	25 gallons	_____ %	\$ _____	\$ _____
<b><u>No. 13</u></b>				
<b>Banner Gel</b> 6 gel paks/sleeve, 2 sleeves/case	4 case	_____ %	\$ _____	\$ _____
<b><u>No. 14</u></b>				
<b>Subdue Maxx</b> 21.3% Methoxyacetylaminol- propionic acid methyl ester 1 gallon	2 gallons	_____ %	\$ _____	\$ _____
<b><u>No. 15</u></b>				
<b>Anderson's Tee Time</b> 10-0-14 + 15% PCNB 40 lb. bags	25 bags	_____ %	\$ _____	\$ _____
<b><u>No. 16</u></b>				
<b>Emerald 70 WG</b> Boscalid a.i. 1.47lb (3 per case)	3 case	_____ %	\$ _____	\$ _____

**SECTION 2: Cont.**

Specification	Units	Weight per bag Gal./Cont.	Cost per bag Lbs/Gal/Case	Total Cost
<b><u>FUNGICIDES</u></b>				
<b><u>No. 17</u></b> <b>Cleary's 3336</b> <b>Thiophanate-methyl</b> Liquid = 4.5lbs a.i./gal 12 lb/case	2 case	_____ %	\$ _____	\$ _____
<b><u>No. 18</u></b> <b>Daconil Flowable</b> 2 (2.5 gal) per case	1 case	_____ %	\$ _____	\$ _____
<b><u>No. 19</u></b> <b>Spottreat Flowable</b> 2 (2.5 gal) per case	1 case	_____ %	\$ _____	\$ _____

**SECTION 3: 20-27**

Specification	Units	Weight per bag Gal./Cont.	Cost per bag Lbs/Gal/Case	Total Cost
<b><u>HERBICIDES</u></b>				
<b><u>No. 20</u></b> <b>Dimension EC Herbicide</b> Dithiopyr 12.7% 1 lb/gal (2) 2.5 gallons per case	3 case	_____ %	\$ _____	\$ _____
<b><u>No. 21</u></b> <b>Trimec Classic Liquid</b> Dimethylamine Salt of 2,4-D Dimethylamine Salt of 2-(2-Methyl-4-chlorophenoxy) propionic acid 13.85% Dimethylamine Salt of Dicamba 5 gallons (2/2.5 gal containers per case)	3 case	_____ %	\$ _____	\$ _____
<b><u>No. 22</u></b> <b>Trimec Bengrass Formulation</b> 5 gallons/case	1 case	_____ %	\$ _____	\$ _____

**SECTION 3: Cont.**

Specification	Units	Weight per bag Gal./Cont.	Cost per bag Lbs/Gal/Case	Total Cost
<b><u>HERBICIDES</u></b>				
<b><u>PLANT GROWTH REGULATORS</u></b>				
<b><u>No. 23</u></b>				
<b>Proxy</b> Ethephan 21.78% 2 (2.5 gal)/case	18 cases	_____ %	\$ _____	\$ _____
<b><u>No. 24</u></b>				
<b>Primo Maxx</b> Trinexapac-ethyl 11.3% 1 gallon	1 gallon	_____ %	\$ _____	\$ _____
<b><u>INSECTICIDES</u></b>				
<b><u>No. 25</u></b>				
<b>Dursban 50W (WSP), 50% ai</b> (56) 4oz. packs per case	3 cases	_____ %	\$ _____	\$ _____
<b><u>No. 26</u></b>				
<b>Merit 75 WSP</b> (Imidacloprid) 4x4x1.6oz/case	3 cases	_____ %	\$ _____	\$ _____
<b><u>WETTING AGENTS</u></b>				
<b><u>No. 27</u></b>				
<b>Lesco Flo</b> 100% blend of ionic surfactants	5 cases	\$ _____	\$ _____	\$ _____

**SECTION 4: #28-31**

Specification	Units	Weight per bag Gal./Cont.	Cost per bag Lbs/Gal/Case	Total Cost
<b><u>MISCELLANEOUS</u></b>				
<b><u>No. 28</u></b> Tank Cleaner	1 case	\$_____	\$_____	\$_____
<b><u>No. 29</u></b> W. A. Cleary Defoamer 12 quarts per case	1 case	\$_____	\$_____	\$_____
<b><u>No. 30</u></b> Blazon Dye Spray dye indicator	10 gallons	\$_____	\$_____	\$_____
<b><u>No. 31</u></b> Penncross Creeping Bentgrass Oregon Certified 25 lbs. per bag	4 bags	\$_____	\$_____	\$_____

**\*A copy of the service contract is provided for your review on item No.9. Please read the contract thoroughly before submitting your bid. See attached Service Contract:**

SERVICE CONTRACT  
**(NAME OF CONTRACTOR)**

AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, 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. 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.

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. 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 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 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 - 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 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 \$9.55 per hour with benefits or \$11.20 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 May 1, 2006 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 - 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 XIV - 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 XV - 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 XVI - 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 XVII - 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 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 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 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.

**State normal ordering format (telephone, fax, internet ordering), delivery turnaround time and schedule:**

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**Minimum order limits, if any:**

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**Product Return Policy:**

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**SIGNATURE PAGE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
St.

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
URL or Email Address

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.