

BIDDERS COMPANY NAME

# REQUEST FOR PROPOSAL

**#6344**

**WATER TESTING**

**SERVICES**

**FOR**

**WASHTENAW COUNTY**

Prepared by:

Washtenaw County  
Purchasing Division  
Administration Building  
220 N. Main B-35  
Ann Arbor, MI 48104

Robert G. Devault, C.P.M.  
Purchasing Manager  
(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 # 6344**

November 13, 2007

Washtenaw County Purchasing Division on behalf of the Washtenaw County Department of Planning and Environment is issuing a Request for Proposal (RFP) #6344 for Water Testing Services.

**Sealed Proposals:** Contractor will deliver one (1) original and **two (2)** copies to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
Ann Arbor, MI 48104**

**by 2:00 p.m. on WEDNESDAY December 5, 2007**

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

The envelope should be clearly marked "**SEALED RFP # 6344**".

- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at **734-222-6760**. or [devaultb@ewashtenaw.org](mailto:devaultb@ewashtenaw.org)
- Please direct technical questions regarding this RFP to H. Leon Moore at **734-222-3848** or [moorel@ewashtenaw.org](mailto:moorel@ewashtenaw.org)

Thank you for your interest.

I. PROPOSAL

<b>Definitions:</b>	<b>“County”</b>	is Washtenaw County in Michigan.
	<b>“Bidder”</b>	an individual or business submitting a bid to Washtenaw County.
	<b>“Contractor”</b>	one who contracts to perform work or furnish materials in accordance with a contract.
	<b>“Authorized Personnel”</b>	one who is authorized to contract on behalf of of the County for services related to this contract.

**Purpose of Proposal:**

Washtenaw County is accepting detailed proposals for the delivery of timely laboratory services related to both groundwater and surface water quality. The Contractor is expected to produce a structured, performance-oriented proposal that will fully describe the implementation of efficient water sample transportation, analysis, and result reporting mechanism for well water testing, public swimming pool water testing, and lake and stream testing.

**Background:**

Washtenaw County Department of Planning and Environment provides water-testing services to Washtenaw County Residents. To provide this service, Environmental Health requires the service of a certified analytical laboratory to generate both microbiological and chemical analysis of water.

The following number of monthly samples represent estimates only and actual volumes will vary:

**1. Bacteriological Tests:**

Swimming Pool Samples (24-36 hour turn around required)  
20-200 samples per month, nine months of the year  
350-700 samples per month, three months of the year  
(See chart 1.0 for parameters)

Groundwater Samples (24-36 hour turn-around required)  
200-300 samples per month, year round – Coliform bacteria with E. Coli confirmation on all positives  
(See chart 1.0 for parameters)

Surface Water Samples (24-36 hour turn-around required)  
5-30 samples per month, year round – E. Coli  
(See chart 1.0 for parameters)

**2. Chemical Tests:**

Groundwater Samples (3-day turn-around required for nitrates)

100-200 samples per month, year round - Nitrates

(See chart 2.0 for parameters)

100-200 samples per month, year round – Arsenic

10-30 samples per month combined - Lead, fluoride, iron, chloride

10-30 samples per year – subdivision scan that includes Chloride, Fluoride, Hardness, Iron, Nitrate, Nitrite, Sulfate, Specific Conductance, and Arsenic

Surface Water Samples

5-30 samples per month, year round

(See chart 2.0 for parameters)

**II. SCOPE OF SERVICES**

The Contractor will be responsible for:

- a) Providing appropriate water testing bottles with labeling that are acceptable to the County. There is to be no change in water sample bottle types during the contract without approval from the County. Environmental Health will provide appropriate sample forms.
- b) Delivering sample results each County working day at a time agreed upon which shall be no later than 3:30 p.m. Samples shall be picked up from Environmental Health (705 N. Zeeb Rd. Ann Arbor, MI 48107) by the contract laboratory at contract lab's expense no earlier than 3:00 p.m. each day or other time agreed to by Environmental Health. Additional samples may be submitted for special circumstances based on mutual agreement.
- c) The contractor will be responsible for providing next-day analysis of chemical parameter samples. A premium will be paid for this turnaround of two times the normal analysis cost.
- d) Conducting various water tests according to Standard Methods and within the requirements of maintaining drinking water certification within the State of Michigan. All samples are to be analyzed in accordance with the Michigan Department of Public Health (MDPH) Laboratory Certifications Requirements for the Analysis of Drinking Water.
- e) Reporting all water test results within agreed upon time limits. Environmental Health is to be notified by telephone or fax of any confirmed unsafe bacteriological samples within 26 hours of receipt of the sample.
- f) Residual samples are to be held for thirty days after the results are sent to Environmental Health, unless disposal is authorized by Environmental Health.
- g) The laboratory will log all samples into a computerized database in a mutually agreed upon format. The database structure will at a minimum include the following data fields:
  - Time of sample
  - Date of sample

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Time received  
Sample collector  
Water supply name  
Water supply address (including zip code)  
Township  
Washtenaw County Permit number  
Parameter tested  
Results

A copy of this data will be provided to the county on a monthly basis.

- h) All samples are to be analyzed using the following methods and procedures:
1. The U. S. EPA Manual for the Certification of laboratories Analyzing Drinking Water, Criteria and Procedures, Quality Assurance, Third Edition, April 1990. Document number EPA-5700-9-91-003, and all subsequent supplements.
  2. Standard Methods for the Examination of Water and Wastewater 1992, 18th, Edition or subsequent updates and revisions.
  3. All pertinent Federal Registers.
  4. Using one of the above standard methods that gives the lowest detection limit possible, unless otherwise stated.
- i) Laboratory personnel shall be qualified as expert witness and be able to testify concerning laboratory procedures and tests performed.
- j) The laboratory must maintain various certificates and participates in U.S. EPA performance checks during each year of the contract. The following are required:
- State of Michigan certification for coliform, nitrate, and arsenic.\*\*  
U.S. EPA Safe Drinking Water Act certification or  
National Sanitation Foundation International (NSF) certification.
- \*\* Certification for other drinking water parameters highly desired
- k) The laboratory must be a member in good standing of the U.S. EPA Contract Laboratory Program (CLP) or be able demonstrate by equivalent performance evaluations and audits that it is capable of CLP work. The laboratory shall participate in the water pollution and water supply performance evaluations through the U. S. EPA.

**III. PROPOSAL TERMS**

1. 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.

2. Proposals must be signed by an official authorized to bind the Contractor to its provisions for at least a period of ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
3. 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. The Contractor must provide two (2) copies of the proposal, double-sided, plus an original which is clearly marked as such and must contain original signature(s) on or before the date and time specified.
4. Proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP. Proposals 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.
5. Contractor must submit its proposal in strict accordance with all requirements of the RFP. See Scope of Service.
6. All questions, interpretations, or clarifications relevant to this RFP are required in writing prior to the date the proposals are due.
7. Contractor's proposal must not be marked as confidential or proprietary to Contractor. Washtenaw County may refuse to consider a proposal so marked. All proposals will become the property of Washtenaw County. Information in the proposals will become public property and subject to disclosure laws and County policies and procedures.
8. The Contractor will be required to enter in a Contract Agreement with Washtenaw County prior to an issuance of a notice to proceed.
9. Washtenaw County reserves the right to reject any and all proposals.
10. No obligation, either expressed or implied, exists on the part of Washtenaw County to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP are solely the responsibility of the Contractor.
11. The Contractor agrees that the proposals as submitted will be valid for ninety (90) days. The Contractor further agrees that upon issuance of a notice to proceed, the Contractor shall provide the transporting and disposal services specified in this document.
12. If no proposals are received meeting the requirements of this request as determined by Washtenaw County, the County may, in its discretion, have all or any part of the items to be furnished herein provided by alternative means.
13. The County may review and inspect the activities of the laboratory during the contract.
14. The County agrees to pay the Contractor the fees for the above-entitled services in accordance with the fee schedule. Unit costs for analysis shall include the cost of all reports including QC data, shall include all QC analysis and all other

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related costs such as bottles, bottle delivery, sample pick-up, computerization of samples, and phone calls regarding service status, etc. No extra charge shall be allowed for QC analysis or reports. The unit cost fee shall also include maintenance of logs, records, certificates, and other work as defined herein. Payment will be based on the number of completed sample forms returned to Environmental Health that have Environmental Health's cash register receipt on the form or the signature of authorized Environmental Health representatives.

15. The Contractor is advised that all documents submitted to Washtenaw County should be on recycled paper and the proposals should be double-sided. This constitutes an expression of good faith cooperation with the County's goal of promoting markets for recycled products.

**IV. VENDOR INFORMATION**

The proposal should include all of the following information:

1. Company name
2. Telephone/Fax
3. Principal's name
4. Number of employees
5. Date business established
6. Number of employees and classification of each
7. Federal ID # \_\_\_\_\_ State license # \_\_\_\_\_ State sales tax # \_\_\_\_\_
8. Complete list of laboratory accreditations
9. A copy of the laboratory's QA/QC manual

**V. TERMS AND CONDITIONS**

**AWARD:**

Washtenaw County reserves the right to reject any and all proposals received as the 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 Contractor's qualifications and capabilities to provide the specified service, and other factors the County may consider. The County does not intend to award a Bid fully on the basis of any response made to this 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 Contractor whose proposal is deemed best to meet the County's specifications and needs.

**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.

**TERM OF BID:**

The bid is for a two (2) years. Washtenaw County reserves the right to re-negotiate the terms of the bid after the first year.

**PROPOSAL EVALUATION:**

The Contractor's proposal will be evaluated as follows:

1. Understanding of Statement of Work:
  - a. Responsiveness to, and demonstrated understanding of this RFP including the Proposal Requirements and Scope of Service.
  - b. Quality of Proposal in accordance with the requirements.
2. Technical Merits:
  - a. Company resources.  
Please include a list of all available equipment that may be used in activities related to this contract.
  - b. Company experience.  
Please provide Washtenaw County with any and all names the company may have had and any and all previous owners.
  - c. Personnel experience.  
Provide updated resumes of all key personnel that may be involved in fulfilling this contract.
  - d. Cost of service.

**VI. CONTRACT PROVISIONS**

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

**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 the Environmental Health Supervisor and will cooperate and confer with him/her as necessary to insure satisfactory work progress. Any failure to meet required turn around times and or failure to meet required laboratory certifications must be immediately reported when anticipated or discovered.

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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 shall be for two (2) years. Washtenaw County reserves the right to re-negotiate the terms of the contract after the first 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.

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

Insurance companies, named insured 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 - 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 XIII - 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 - LIVING WAGE RATES

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 \$10.19 per hour with benefits or \$11.95 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, 2008 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 XX - CHANGES IN SCOPE OR SCHEDULE OF SERVICES

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

ARTICLE XXI - CHOICE OF LAW AND FORUM

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

ARTICLE XXII - EXTENT OF CONTRACT

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

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**BID SHEET**

**Chart 1.0**

<b>Bacterial Parameters</b>	<b>Medium</b>	<b>Desired Turn-around</b>	<b>Unit Cost</b>
Coliform, Fecal	Groundwater	24-36 hours	\$ _____
Coliform, Total*	Groundwater	24-36 hours	\$ _____
E. Coli Confirmation when drinking water test is coliform positive		24-36 hours	\$ _____
Fecal Streptococcus	Surface water	24-36 hours	\$ _____
Standard Plate Count	Surface water	24-36 hours	\$ _____
Iron Bacteria	Groundwater	24-36 hours	\$ _____
Sulfur Bacteria	Groundwater	24-36 hours	\$ _____
Total Coliform and Plate Count	Swimming pool water	24-36 hours	\$ _____
E. Coli	Surface water	24-36 hours	\$ _____

**Chart 2.0**

<b>Chemical Parameters</b>	<b>Medium</b>	<b>Desired Turn-around</b>	<b>Unit Cost</b>
Nitrates	Groundwater	3 days	\$ _____
Arsenic	Groundwater	3 days	\$ _____
Hardness, total	Groundwater	3 days	\$ _____
Fluoride	Groundwater	3 days	\$ _____
Sodium	Groundwater	3 days	\$ _____
Manganese	Groundwater	3 days	\$ _____
Chloride	Groundwater	3 days	\$ _____
Tannin	Groundwater	3 days	\$ _____
Conductivity	Groundwater	3 days	\$ _____
Barium	Groundwater	3 days	\$ _____
Iron	Groundwater	3 days	\$ _____
Lead	Groundwater	3 days	\$ _____
Sulfate	Surface water	5 days	\$ _____
Surfactant*	Surface water	5 days	\$ _____
Total Phosphorus	Surface water	5 days	\$ _____
Orthophosphate, Phosphorus	Surface water	5 days	\$ _____
Total Organic Carbon	Surface water	5 days	\$ _____
Biochemical Oxygen Demand	Surface water	5 days	\$ _____
Oil and Grease	Surface water	5 days	\$ _____
Dissolved Oxygen	Surface water	5 days	\$ _____
Ammonia	Surface water	5 days	\$ _____

\*EPA Method Number for surfactants is: 425.1

<u>Subdivision Scan (Bid should include one cost for entire scan):</u>	\$ _____
Chloride	
Fluoride	
Hardness	
Iron	
Nitrate	
Nitrite	
Sulfate	
Specific Conductance	
Arsenic	

**SIGNATURE PAGE**

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City                      St.      Zip
_____ Telephone #	_____ Fax #
_____ Purchase Order Email Address	_____ Federal Tax ID #
_____ Contact 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.

Please ensure that updated vendor information is on file with the County's Purchasing Department