

BIDDERS COMPANY NAME



Request for Proposal #6533



Stormwater BMP Evaluation / Retrofit Assessment

Prepared By:

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

Anne Strieter, B.S., C.P.M.
Senior Buyer
(734) 222- 6749





WASHTENAW COUNTY

Finance Department

Purchasing Division

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

REQUEST FOR PROPOSAL # 6533

April 2, 2010

Washtenaw County Purchasing Division on behalf of the Water Resources Commissioner is issuing a Sealed Request for Proposal (RFP) #6533 for Stormwater BMP Evaluation / Retrofit Assessment.

Sealed Proposals: Vendor 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. 48107**

Due by Wednesday, April 21, 2010 at 3:00 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 #6533".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6749.
- Please direct specific technical questions regarding this RFP to Harry Sheehan at (734) 222-6851.

Thank you for your interest.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
SECTION I General Information.....	4
SECTION II Proposal Preparation Instructions.....	7
SECTION III Evaluation Criteria	8
SECTION IV Standard Provisions for County Contract	9
SECTION V Important Proposal Dates.....	9
SECTION VI Attachments	9

I. GENERAL INFORMATION FOR THIS RFP

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.

A. Purpose of the Request for Proposals

The purpose of this Request for Proposal (RFP) is two-fold:

- TASK 1: To develop a monitoring and sampling plan to evaluate flow, volume and pollutant removal efficiency of the recently installed facility located at Pioneer High School, Ann Arbor (Pioneer BMP).
- TASK 2: To assess 20 stormwater basins within the City of Ann Arbor and prioritize for water quality retrofit potential; provide conceptual designs for 3; and final design for the highest priority basin.

The Contract shall tentatively run until December 31, 2011.

B. Work Plan Elements

Task 1 Monitoring and Sampling

Work plan should include the following:

- A. Collect information related to the Pioneer BMP: design drawings, storm sewer system map & pipe as-builts, Allen Creek flow monitoring and water quality data,, geographic information, weather data and collection locations, etc.
- B. Meet with County and City staff to refine monitoring and sampling objectives.
- C. Develop alternatives memo detailing potential approaches based on three levels of service. Levels of service should be defined by cost – low, medium and high – with clear identification of advantages and disadvantages associated with each level. Considerations for each level of service will include: equipment (type, quality, purchase vs. rental); method, frequency and duration of data collection; grab vs. auto-sampling; etc.
- D. With feedback from City and County staff, finalize memo as a Monitoring and Sampling Plan for the selected level of service. (Implementation will be bid separately.)

Task 2 Stormwater Basin Retrofit Assessment (City of Ann Arbor)

This task will be grant funded the MDNRE via Clean Water Act Section 205j. The source of funding is the American Recover and Reinvestment Act. Contractors will be subject to ARRA provisions including Buy American, Debarment Documentation, and Disadvantaged Business Enterprise provisions. The deadline for items G, H & I is July 1, 2011. Work plan should include the following:

- A. Collect background information including the City stormwater basin database, watershed plans, other geographic data etc.
- B. Meet with County and City staff to refine objectives.
- C. Develop prioritization criteria, including need for any MDNRE permits
- D. Desktop analysis to determine most likely basins to assess in the field
- E. Field Analysis of 40 basins
- F. Prioritization of 20 basins most likely to meet criteria
- G. Draft memo documenting results, include a one-page summary
- H. Complete three conceptual designs (1-page, plan view with notes)
- I. Complete one detailed design plan set (specifications are not required, but may be added to the contract)

C. Proposal Reservations:

- 1) 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 Bidder'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 a proposal.
- 2) The county reserves the right to reject any and 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 interest of the County even though it is not the lowest bid.
- 3) An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- 4) In the event it becomes necessary to revise any part of the RFP, an addendum will be provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions.
- 5) Proposals should be prepared simply and economically providing a straightforward, 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. Double sided paper is preferred.

- 6) Developers and contractors are not eligible if they are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in federal programs or have had a professional license suspended or revoked which is required to provide services for a project under this RFP.
- 7) Complete applications must be received by the Purchasing Department by **Wednesday, April 21, 2010, 3 P.M.** Late or incomplete proposals will not be accepted! Proposals received after the deadline will not be reviewed or considered for funding.
- 8) Acceptance of a proposal does not constitute an agreement and does not obligate the County to award funds.
- 9) All costs of proposal preparation are the responsibility of the applicant. Washtenaw County shall not, in any event, be liable for pre-contractual expenses incurred by the bidder in the preparation and/or submission of the proposal. The applicant shall not include any such expense as part of the budget in the proposal.
- 10) Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP.
- 11) Additional information may be required by the County for determination of the applicant's qualification to successfully complete the project.
- 12) The County may require any or all respondents to attend an interview as a condition of proposal selection. Interviews will allow respondents to discuss their proposed work plan in greater detail. The interviews may include a twenty-minute presentation by the respondent, followed by approximately one-half hour of questions and answers. Respondents may use simple, economical visual aids during the interviews. Interviews, if necessary, will occur on April 28 from 1-3:30 P.M.

II. PROPOSAL PREPARATION INSTRUCTIONS

A. PROPOSAL NARRATIVE

(**Note:** Spiral bound soft cover proposals are preferred. Use tab dividers to label and separate each section. Pages should be numbered with each section starting over with page one.)

1. Team Background and Prior Experience- Provide bidder's qualifications, years of experience, and describe experience in providing the level and type of service specified in the proposal. Include a maximum of three past projects as reference. For each reference, include the name of the client, a contact person, address, telephone number, email, the start and completion dates of the project, the original contract duration, amount and the final project cost. Indicate key staff involved in projects described. Include all additional relevant data pertaining to the project team.

(Clearly label a tab insert page as Section A)

2. Work Plan – Provide a comprehensive, concise work plan presenting all tasks outlined in Section I B of this RFP. The work plan is not limited to those elements outlined in Section I B; should bidders wish to recommend other items, they may be added as a separate task or incorporated into tasks identified in Section 1B. Define deliverables.

(Clearly label a tab insert page as Section B)

3. Project Team - Provide resumes of the project manager, key staff and sub-contract team members and any other key personnel. Include number of years experience and all similar projects. Define their capacity or role.

(Clearly label a tab insert page as Section C)

4. Cost Proposal – Provide a detailed budget by task itemizing personnel, job title, hourly rates, overhead factors, and all other details by which project costs have been derived.

(Clearly label a tab insert page as Addenda D)

5. Timeline - Provide a project schedule, estimating completion times for work plan subtasks.

(Clearly label a tab insert page as Addenda E)

III. EVALUATION CRITERIA

Evaluation Item	Maximum Points
<p>A. 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. Evidence of successful completion of similar projects in the past. Number of past and present projects. Ability to perform work in a timely manner with high-quality products and output. Understanding of TMDL's and storm water permitting in Michigan.</p>	20
<p>B. Personnel's past involvement with similar projects. Experience coordinating with multiple units of government, agencies and the public. Availability of designated personnel to complete the work in a timely manner. Overall balance of skills and experience with the specific components outlined in this RFP:</p> <ul style="list-style-type: none"> • Team Communications • Monitoring and Sampling Design • Monitoring and Sampling Implementation • Analysis • Engineering (and Landscape) Design 	20
<p>C. The technical quality and composition of proposed work plan, understanding, thoroughness, brevity and clarity of presentation.</p>	20
<p>D. Fee</p>	20
<p>E. Interview**</p>	20
Total Points	100

** An interview is not currently planned. Without interviews, scoring will be based on an 80 point scale.

IV. STANDARD PROVISIONS FOR COUNTY CONTRACTS

The successful respondent shall comply with the standard contract as established by the County, see Attachment B. Any request for contract amendment or alternate language must be submitted with respondent's proposal.

V. IMPORTANT PROPOSAL DATES

<u>Event:</u>	<u>Date</u>
1. RFP Sent to Bidders	04/02/2010
2. Questions to customer cut-off	04/16/2010
3. Response Due	04/21/2010
4. Interviews	04/28/2010

VI. ATTACHMENTS

The following documents are attached to this RFP:

- A. Proposal Cover Sheet and Signature Page
- B. County Service Contract
- C. Pioneer BMP Design
- D. Example of City storm water basin database

ATTACHMENT A: PROPOSAL COVER SHEET & SIGNATURE PAGE

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

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.

ATTACHMENT B: COUNTY SERVICE CONTRACT
PROFESSIONAL SERVICE CONTRACT
DRAINAGE DISTRICT AND

AGREEMENT is made this _____ day of _____, 20____, by Janis A. Bobrin (Washtenaw County Water Resources Commissioner), Chair, Statutory Drainage Board, on behalf of the _____ DRAIN DRAINAGE DISTRICT with offices located in the Western County Service Center, 705 N. Zeeb Road, Ann Arbor, Michigan ("District") and _____, located at ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will provide professional engineering services as outlined in the consultant's Proposal dated _____ attached, to provide professional engineering services for maintenance and improvement to the _____.

ARTICLE II - COMPENSATION

Upon completion of the above services, submission and approval of invoices, and project financing, the District will pay the Consultant on a cost plus basis, not to exceed a total amount of _____ dollars (\$ _____). If payments are delayed until project financing is in place, interest will be accrued at a rate not to exceed one percent per month on unpaid balances.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to Water Resources Commissioner or her designee 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 Water Resources Commissioner.

Section 4 - The District 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 Water Resources Commissioner.

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

ARTICLE IV - TERM

This contract begins on the date of this agreement and ends on _____, 20_____.

ARTICLE V- PERSONNEL

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

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

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the District 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 Consultant will protect, defend and indemnify the District, 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 from 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 the District 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 District 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 District shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The

additional insured provision does not apply to contracts with architects, architectural firms, engineers or engineering firms.

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

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Water Resources Commissioner. 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 Water Resources Commissioner'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 Water Resources Commissioner, 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 - REPORTING OF ILLICIT DISCHARGES AND ILLEGAL CONNECTIONS TO COUNTY DRAINS

If, in the course of performing work and duties contained in the SCOPE OF SERVICES, the Consultant observes or suspects illicit connections or illegal discharges to Washtenaw County Drains, the Consultant shall note locations and report observed or suspected illicit connections or illegal discharges to the Washtenaw County Water Resources Commissioner. Indications of illicit connections or illegal discharges shall include but are not limited to pipes discharging sanitary sewage or substances other than storm water or ground water to a County Drain, unusual odors in a drain, and/or evidence of polluting substances in a drain. It shall not be the obligation of the Consultant to investigate the source, nor to identify the pollutant beyond what may be ascertained from a visual inspection.

ARTICLE X - INTEREST OF CONSULTANT AND DISTRICT

The Consultant promises that it has no interest that 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 XI- 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 District 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 XII – 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 ;

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 XIII – 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 XIV - 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 XV - 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 XVI - BUY AMERICAN

Additionally, the American Recovery and Reinvestment Act of 2009 requires compliance with Buy American for funds made available by this Act. Specifically, none of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. Each bidding document must contain boilerplate contract language.

ARTICLE XVII - DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Prime contractors bidding on this project must follow, document, and maintain documentation of their Good Faith Efforts, as listed below, to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. Bidders must make the following Good Faith Efforts for any work that will be subcontracted.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting DBEs whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

Subsequent to compliance with the Good Faith Efforts, the following conditions also apply under the DBE requirements. (Note: Completed item Nos. 2 and 3 must be submitted with your bid proposal.)

1. The prime contractor must provide *EPA Form 6100-2 DBE Program Subcontractor Participation Form* (Attachment B) to all of its DBE subcontractors. DBE subcontractors may send completed Form 6100-2 directly to the Region 5 DBE Coordinator listed below:

Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, Illinois 60604

2. The prime contractor must have each of its DBE subcontractors complete *EPA Form 6100-3 - DBE Program Subcontractor Performance Form* (Attachment C). The prime contractor must also include all completed forms with its bid or proposal package to the owner.
3. The prime contractor must complete and submit *EPA 6100-4 DBE Program Subcontractor Utilization Form* (Attachment D) with its bid or proposal package to the owner.
4. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
5. The prime contractor must notify the owner in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
6. If a DBE contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the Good Faith Efforts if soliciting a replacement contractor.
7. The prime contractor must employ the Good Faith Efforts even if the fair share objectives have been achieved.

ARTICLE XVIII - 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 XIX - ASSIGNS AND SUCCESSORS

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

ARTICLE XX - TERMINATION OF CONTRACT

Termination without cause: The District may terminate the contract, without cause and without prejudice to any other right or remedy, upon giving 7-days written notice to the contractor. In such cases, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

ARTICLE XXI - 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 \$10.88 per hour with benefits or \$ 12.75 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, 2010 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to post on its website <http://purchasing.ewashtenaw.org> every May 1st, the 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 XXII - 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 XXIII - 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 District. Any publication of the information or results must be co-authored by the District.

ARTICLE XXIV - 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 District against such liability.

ARTICLE XXV - PRACTICE AND ETHICS

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

ARTICLE XXVI - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

ARTICLE XXVII - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that all unresolved disputes arising out of this contract will be submitted to non-binding mediation under the rules of the American Arbitration Association. All disputes not resolved by mediation will be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XXVIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral. This contract includes the following additional documents: (Proposal dated and/or letter dated).

ATTACHMENT C & D: PIONEER HIGH DESIGN, CITY DATABASE

For security reasons, please email Harry Sheehan sheehan@ewashtenaw.org for this information.