

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6564

SOLAR WATER

HEATING SYSTEMS

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

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

REQUEST FOR PROPOSAL # 6564

September 2, 2010

Washtenaw County Purchasing Division on behalf of the Facilities Management Department is issuing a Sealed Request for Proposal (RFP) #6564 for solar water heating systems installed at five locations in Washtenaw County, Michigan.

Sealed Proposals: Vendor will deliver **one (1) original and three (3) copies** of the bid proposal 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 Friday September 24, 2010

A **Mandatory** pre-bid meeting is scheduled for September 10, 2010 at 10:00 am. Potential vendors should meet in the conference Room #101 at the County Annex Building, 110 N. Fourth Avenue, Ann Arbor, Michigan 48105.

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 # 6564**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault, C.P.M. at 734-222-6760 or devaultb@ewashtenaw.org.
- Please direct technical questions regarding this RFP to William Goebel at 734-260-5244 or goebelb@ewashtenaw.org.

Thank you for your interest.

RFP #6564 – Solar Water Heating Systems

I. PROPOSAL DEFINITIONS

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

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award and forfeiture of the bid bond.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **One (1) original and three (3) copies** must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany the bid. The successful bidder will be required to furnish Performance and Payment Bonds in the amount of 100% of the contract price.

RFP #6564 – Solar Water Heating Systems

III. TERMS AND CONDITIONS

Award: Washtenaw County reserves the right to reject any and all offers received as a result of this Proposal. If a Proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The intent is to award the Proposal to one supplier able to supply the systems to the County as specified.

Low Bidder: Will be based on the most responsible bid best able to meet the terms and conditions with the lowest price to the County.

The proposal should include all of the following information:

1. Bidder's Qualifications, years of experience. Describe experience in providing the level and type of service specified in the proposal
(Attach as Attachment A - Qualifications).
2. At least three (3) references covering similar services. Include company name, contact name, phone number.
(Attach as Attachment B - References)

IV. PROPOSAL SPECIFICATIONS

A. GENERAL INFORMATION

Washtenaw County is interested in having solar water heating systems installed at five locations in Washtenaw County, Michigan described in the proposal dated September 2, 2010. The Contractor will provide all labor, tools, materials and supervision, including incidental services, necessary to supply and install solar domestic hot water systems.

The solar water heating system should be sized to provide 100% of the target hot water load on a sunny, summer day. The target hot water load for each address is provided below.

The Contractor shall provide complete domestic solar hot water pre-heat systems to each of the following Washtenaw County buildings that shall augment the existing domestic hot water systems. Target gallons per day of hot water are provided for each address.

- 101 E. Huron - 70 gal/day
- 2201 Hogback - 250 gal/day
- 4125 Washtenaw - 500 gal/day
- 220 N. Main - 70 gal/day
- 22 Center Street - 70 gal/day

The solar water heating system will be installed as a pre-heater for the existing water heater. All piping shall be insulated. The solar water heating systems may use solar thermal

collectors of the flat plate or evacuated tube type. A solar storage (pre-heat) tank shall be located near the existing solar water heater and use pumps, controls and heat exchangers to deliver heat from the solar collectors to the solar storage tank. The entire system shall be protected from freeze damage through either a “closed loop” system that uses a non-freezing liquid that is environmentally friendly, such as propylene glycol, to transfer the heat from the sun to the potable water in a heat exchanger; or through an “open loop” system designed and installed in such a way that all collectors and piping exposed to freezing conditions drain fluids to a “drainback” tank located in a heated area when the pumps are not operating; or a combination of the two,(ie a drainback system with an antifreeze).

The collectors shall be attached securely to the roof structure of the buildings, ballast is not allowed. The Contractor will be required to incorporate costs for roofing modifications to fasten the solar water heating system to the roof structure. All roofing modifications shall be installed so as to not void any roofing system warrantee. Compatible roofing material, sealants, and adhesives shall be used that will not void any roofing system warrantee

For each building system, the Contractor shall determine the suitability of the rooftop site of the solar collectors, which includes access to sunlight and the adequacy of the roof to support the wind and static load of the solar collectors. The Contractor shall also determine the adequacy of each building’s floor and roof to support the load of the solar storage tank and other solar components. Washtenaw County will require an official, signed, stamped letter from a licensed structural engineer on Company letterhead for each building stating that the structure is sufficient to safely hold the proposed new loads or providing plans for additional bracing to make the structure sufficient. If additional bracing is required, it will be the Contractor’s responsibility to supply and install the additional bracing per the structural engineer’s specifications.

The Contractor shall provide mechanical shop drawings and electrical schematics and drawings for each domestic solar hot water system for each building, along with equipment cut sheets, for review by the representative of Washtenaw County before installation of each system begins.

Upon completion of each building, the Contractor shall provide copies of all Engineering Studies, Owner’s Manuals, as-built drawings, schematics, and applicable Warrantees for each of the completed systems.

This project is funded by a grant from the United States Department of Energy’s (DOE’s) Energy Efficiency and Conservation Block Grant Program. A requirement of the grant is that parts used in the installation of the domestic solar hot water systems must be manufactured in the United States of America. The Contractor shall provide information on the Country of Origin of the major components (solar collectors, storage tanks) of the system. If major components were manufactured in one country and assembled in another, please note that.

B. QUALITY ASSURANCE

Installer should be experienced with installing solar water heating equipment and will be required to provide a minimum 1-year warranty for the system against any defects in materials or workmanship. Please note if installer is a manufacturer’s authorized representative for the specified product.

C. DELIVERY, STORAGE AND HANDLING

The installer will follow manufacturer’s instructions and recommendations for delivery, storage and handling requirements.

RFP #6564 – Solar Water Heating Systems

D. WARRANTY

The Solar Water Heating System shall be fully guaranteed against defects in parts, workmanship and labor for a minimum of one year by the Contractor. Contractor shall list and supply additional manufacturer's standard guarantees for the collectors, tank, heat exchanger, pumps and controls. (Please attach copies of manufacturer's standard guarantees). These warranties shall be in addition to, and not a limitation of, other rights the Owner may have under General Conditions provisions of the Contract Documents.

E. FIELD QUALITY CONTROL

Contractor shall verify solar water heating system operation after installation and demonstrate operation to Contract Administrator. Final payments will not be issued until system is successfully demonstrated.

F. TRAINING

Contractor shall schedule and conduct maintenance training with Owner's maintenance personnel. Training sessions should include a demonstration of all maintenance and repair procedures that end user personnel would normally perform.

G. PROTECTION

Protect the system against damage during the construction period. Advise the Owner of additional protection needed to ensure that system will be without damage or deterioration at time of substantial completion.

V. STANDARD PROVISIONS FOR CONTRACTS

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

**SERVICE CONTRACT
(NAME OF CONTRACTOR)**

AGREEMENT is made this _____ day of _____, 2010, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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

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

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

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

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

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V - PERSONNEL

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

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

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

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

ARTICLE VI - INDEMNIFICATION AGREEMENT

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

ARTICLE VII - INSURANCE REQUIREMENTS

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

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

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

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, 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 – DEBARMENT AND SUSPENSION

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

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

ARTICLE XII – LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities,” in accordance with its instructions;

3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

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

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

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

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

ARTICLE XV – AMERICAN REINVESTMENT AND RECOVER ACT (ARRA)
REQUIREMENTS

A. General Compliance

The requirements set forth in the Notice of Allocations, Applications, Application Procedures, and Requirements for Energy Efficiency Conservation Block Grant under the ARRA, and as may be amended (the notice), the requirements set forth under the heading of Division A, Title XII of the American Recovery and Reinvestment Act (ARRA) of 2009, Public Law 111-5, 123 Stat. 115 (Feb. 17, 2009) Recovery Act, and the submissions pursuant to the Notice are incorporated as part of this agreement.

The contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The contractor further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. Buy America Act

Section 1605 of the Recovery Act requires compliance with the provisions of the Buy American Act for all assisted public buildings and public works. All iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with funds under the Recovery Act must be produced in the United States.

C. Public Benefit Standards

Activities that meet the requirements and Congressional intent of the Recovery Act provide sufficient public benefit. Sub-recipients are encouraged to provide economic assistance at the lowest possible cost per job, or cost per low- and moderate-income beneficiary.

D. Maximize Job Creation and Economic Benefit

Section 1512 of the Recovery Act requires for each activity carried out with funds, grantees must report on the number of jobs estimated to be created or retained. This reporting requirement applies to all activities and is unrelated to the reporting of jobs for purposes of meeting the low- and moderate-income benefit national objective requirements. Permanent, temporary, and/or construction jobs may be reported.

The contractor shall provide to the COUNTY an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule. The contractor shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the COUNTY no later than **10 business days** before the end of each calendar quarter.

The contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the contractors existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

E. Federal Funding Accountability and Transparency Act of 2006

Title XV, Section 1512 of the Recovery Act requires all contracts for Recovery Act funds include data elements that comply with the Federal Funding Accountability and Transparency Act of 2006. These requirements include registration with the Central Contractor Registration (CCR) database. CCR is the primary registrant database for the U.S. Federal government. Registration information on the CCR website can be found at <http://www.ccr.gov/startregistration.aspx>. No funds will be dispersed to the contractor until the CCR process is complete.

Any **SUBRECIPIENT** receiving assistance through funded programs are required to have and maintain a Data Universal Numbering System (DUNS) number. No funds will be dispersed to the contractor if a DUNS number is not on file with the county. All activities supported with Recovery Act funds, including funds spent, businesses assisted and number of jobs reported will be made public on both the Washtenaw County website and on HUD's website, www.hud.gov/recovery.

ARTICLE XVI – PAYROLL

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee. The required weekly payroll information may be submitted in any form desired. The prime contractor is responsible for the submission of copies of the payroll for any subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request.

ARTICLE XVII – COMPLIANCE

The contractor will comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract.

ARTICLE XVIII- 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 XIX - PREVAILING WAGE RATES AND CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB agreement is attached as an appendix to this Contract.

ARTICLE XX - 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 XXI - 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 XXII - 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 XXIII - 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 XXIV - 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 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 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 XXVII - 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 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.

ATTESTED TO:

WASHTENAW COUNTY

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

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

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____ (DATE)
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

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

RFP #6564 – Solar Water Heating Systems

VI. BID PRICES

<u>Location</u>	<u>Cost</u>
101 E. Huron Street Facility	\$_____
2201 Hogback Road Facility	\$_____
4125 Washtenaw Avenue Facility	\$_____
220 N. Main Street Facility	\$_____
22 Center Street Facility	\$_____

TOTAL BID: For all items and locations outlined in the scope of work. \$_____

Above amount spelled out. _____

If Performance Bond is not required Deduct \$_____

SIGNATURE PAGE

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____		
_____ Date	_____ City	_____ State	_____ Zip
_____ Telephone #	_____ Fax #		
_____ Federal Tax ID #	_____ PO 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.

By checking this box we hereby certify that we are a Washtenaw County company as defined in Paragraph II.F. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

MEMORANDUM OF UNDERSTANDING

I. WORK DISPUTES

In return for the promise made in paragraph III. below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

II. COFFEE BREAKS

There shall be no organized coffee breaks.

III. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (With a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction manager or general Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

IV. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner or Construction Manager)

(Representative of Washtenaw County
Skilled Building Trades Council)

(Project Description)

(DATE)

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

- DISTRIBUTION:
 WHITE – Union Copy
 GREEN – Contractor or Construction Manager Copy
 CANARY – Owner Copy
 PINK – CUB Copy
 GOLD – Project Copy