

REQUEST FOR PROPOSAL

#8927

Eastern Washtenaw Community Recreation Center Portable Generator Services

for

*WASHTENAW COUNTY
PARKS and RECREATION COMMISSION
Ann Arbor, MI*

Issued By:
Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Beth A. Duffy, CPPB
Purchasing Manager
(734) 222-6768

on behalf of the

Washtenaw County
Parks and Recreation Commission
2230 Platt Rd., P. O. Box 8645
Ann Arbor, MI 48107-8645
Phone: (734) 971-6337



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover

**BID #8927 Eastern Washtenaw Community Recreation Center Portable
Generator Services**



**WASHTENAW COUNTY
Finance Department**

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.washtenaw.org

RFP #8927

September 10, 2026

Washtenaw County Purchasing Division on behalf of Parks & Recreation (Washtenaw County Department) is issuing a sealed RFP #8927 for Eastern Washtenaw Community Recreation Center Portable Generator Services.

All required bid documentation for this project may be obtained at the Washtenaw County Purchasing Division website,
<https://www.washtenaw.org/2431/Open-Bids>

Sealed Proposals:

Bidder will deliver an electronic response to this solicitation at our Open Bids website by using the “Submit A Proposal” button associated with RFP #8927 at:

<https://www.washtenaw.org/2431/Open-Bids>

By Friday October 9, 2026 @ Noon EST

An optional **NON-MANDATORY PRE BID MEETING** WILL BE HELD ON FRIDAY, SEPTEMBER 25, 2026 AT 3:00PM AT the Washtenaw County Parks and Recreation Office, 2230 Platt Road, Ann Arbor MI 48104 or virtually through ZOOM at:

JOIN ZOOM MEETING

[HTTPS://US02WEB.ZOOM.US/J/86162618685?PWD=OQ1JR1R1WKKLKCQQB0GP8IDESP1UUO.1](https://us02web.zoom.us/j/86162618685?pwd=OQ1JR1R1WKKLKCQQB0GP8IDESP1UUO.1)

MEETING ID: 861 6261 8685
PASSCODE: 088496

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

Bid proposals submitted through ^{bidnet direct.}_{by SOVRA} will not be accepted.

- Please direct purchasing and procedural questions regarding this RFP to Beth Duffy **via e-mail only** to duffybw@washtenaw.org.
- Please direct technical questions regarding this RFP to Brad Sharp, Construction Project Manager, Washtenaw County Parks and Recreation contact **via e-mail only** at sharpb@washtenaw.org, with a copy to the purchasing and procedural questions contact as well.
- ✓ Bidders or their representatives are prohibited from communicating with Washtenaw County employees regarding this RFP except as provided under TECHNICAL QUESTIONS.
- ✓ Violation of this provision by the bidders and/or their agent may lead to disqualification of the bidder's proposal from consideration. Your response submission must be clearly marked **RFP #8927**.

Thank you for your interest.

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PROPOSAL INFORMATION

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 legal agreement
“County”	Washtenaw County in Michigan
“Department”	Parks & Recreation

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 BIDDERS’ 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 BIDDER 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 BIDDER 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.

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, Vendor will deliver one (1) e-proposal in .pdf format to the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straightforward, concise description of the BIDDER'S ability to meet the requirements of the RFP. Proposals must be typed or clearly legible.

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F. The initial award of this contract shall be for a period of 2 Years(s), with an option to renew an additional 2 year(s), pending agreement by both parties.

G. CONFLICT OF INTEREST. Bidder warrants that to the best of bidder's knowledge, there exists no actual or potential conflict between bidder and the County, and its Services under this request, and in the event of change in either bidder's private interests or Services under this request, bidder will inform the County regarding possible conflict of interest which may arise as a result of the change. Bidder also affirms that, to the best of the bidder's knowledge, there exists no actual or potential conflict between a County employee and Bidder.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

I. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

J. Local Vendor Preference – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see “**Local Vendor Certification Application & Affidavit**” enclosed in this RFP.

K. Vendor Appeal Process – Unsuccessful bidders may appeal an award of contract, lease or purchase order to the County Administrator. All appeals shall be made in writing to the County Administrator with a copy to purchasing within five (5) business days of the Notice to Award. The County Administrator shall take necessary actions to review the appeals and respond to the individual submitting an appeal within five (5) business days. This response shall be documented in writing in the bid file.

L. Any oral responses to any questions shall be unofficial and not binding on Washtenaw County. The County's procurement staff will make such interpretation or correction, as well as any additional RFP provisions that the County may decide to include, only as an RFP addendum. Any addendum issued by the County shall become a part of the RFP. Bidders should consider issued addendums in preparing his or her proposal submission. Questions may not be responded to if received within five (5) business days prior to bid opening.

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III. VENDOR SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Include as Attachment A)

- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name, title, email address and phone number.

(Include as Attachment B)

- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Include as Attachment C)

- D. Review and attach Local Vendor Preference Certification information and signed Affidavit.

(Include as Attachment D)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

The County reserves the right to award this contract to more than one vendor for the different areas of work at the County's discretion. The County reserves the right to add additional vendors at any time to ensure adequate services.

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V. SCOPE OF WORK

INSTRUCTIONS TO BIDDERS

PROJECT OVERVIEW

Washtenaw County Parks and Recreation Commission (WCPARC) is seeking proposals from qualified and experienced electrical and portable generator service contractors to furnish, place, test and commission a complete portable backup power system to support the 65,000 square foot Eastern Washtenaw Community Recreation Center to be constructed at 1255 E Clark Road, Ypsilanti, MI 48189. Currently, building construction is intended to start in Fall 2026 with owner occupancy planned for early 2028.

This Request for Proposal (RFP) outlines the requirements for selecting a vendor capable of providing a reliable, code compliant portable generator system including power generation equipment, connectors, controls, fuel systems, integration with building electrical infrastructure and commissioning. The selected contractor must demonstrate experience delivering backup power systems during power emergencies for civic, municipal, community recreation and residency hubs.

The intent of this procurement is to identify a contractor who delivers proven reliability, strong technical capability, and comprehensive support through design, coordination, installation, testing and long-term service, for a facility that includes:

- Estimated backup power requirement: 1,500 kW (expected actual need to be determined through testing upon construction completion).
- Description of the current generator connection cabinet design: 2500A, 480V, 3P, 4W generator connection cabinet with camlock connectors and two output circuit breakers rated at 1200A and 1600A.

GENERAL SCOPE OF SERVICES

The following is a guide for vendors to follow in the development of their proposal. Vendors should organize their response using the corresponding section letters (A–K) so that proposals can be evaluated consistently.

A. Scope of Services

- Provide consulting during design and construction of facility relating to equipment selection and generator connections.
- Provide portable generator power capable of meeting the specified load requirements.
- Provide all cabling, distribution equipment, and any required ancillary components.
- Deliver, install, test, and commission generator upon deployment.

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- Provide 24/7 emergency delivery and support availability.

B. Response Requirements

- Company background, years in service, and experience with government/public-sector generator rental or maintenance.
- Description of generator models available (500 kW, 750 kW, 1000 kW and 1,500 kW options).
- Availability guarantees for each rental or purchase scenario.
- Proposed deployment timeframes.

C. Generator Specifications

- Standby rated kW output.
- Voltage and phase capabilities that are compatible with facility electrical infrastructure.
- Fuel type and estimated consumption rates at various loads.
- Engine speed and type.
- Frequency and voltage dip at full load
- Sub transient reactance
- Noise rating and compliance with local noise ordinances.
- Physical footprint, weight, and transportation requirements.
- On-board paralleling control system capabilities and remote monitoring options.

D. Rental Agreement Options (Vendors to address all applicable options)**Guaranteed on-site generator:**

- Generator stored full-time on County property and maintained by vendor.
- Maintenance, testing schedule, and readiness requirements.

Guaranteed availability from vendor's yard:

- Time to deploy generator to County site.
- Delivery guarantees (e.g., under 8 hours, same day service).
- Annual retainer pricing or readiness fees.

Purchase option:

- Purchase price for generator meetings: 500 kW, 750 kW, 1000kW and/or 1,500 kW criteria.
- Ongoing maintenance contract terms (preventive maintenance intervals, emergency service response time, parts availability).
- Storage and winterization recommendations.

E. Fueling Requirements

- Fuel delivery options (vendor-supplied vs. County-supplied).
- Fuel tank capacity and runtime at full and partial load.
- Refueling procedures during extended outages.

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F. Training and Documentation

- Operator training offerings for County staff.
- O&M manuals, safety instructions, warranty documentation.
- Emergency deployment checklists.

G. Maintenance and Testing

- Preventive maintenance schedule.
- Load bank testing procedures and frequency.
- Record-keeping and reporting requirements.

H. Contractual and Compliance Items

- Insurance requirements.
- Safety standards (NFPA 110, NEC, EPA, local codes).
- Compliance with Washtenaw County procurement policies.
- Warranty terms (parts, labor, service response times).
- Contract duration options and renewal terms.

I. Pricing Structure

Vendors must provide cost information sufficient to allow the Owner to evaluate pricing transparency and overall value. Preliminary budget ranges (not final pricing) may be provided at this stage for representative spaces, to support evaluation of the service options. Vendors must provide a fully transparent breakdown of all costs associated with the project.

At a minimum, pricing proposals must separately itemize costs for each applicable category listed below:

- Design and project management
- On-site guaranteed rental
- Guaranteed-at-yard rental
- Purchase and maintenance contract

Include line-item breakdowns: delivery, installation, fuel service, maintenance, emergency callouts, and optional services.

J. Schedule

The current anticipated schedule for this project is as follows:

- Evaluate selected vendors: October/November 2026
- Award the contract: Early 2027
- Coordination/planning with the owner, design consultant and contractor regarding backup power equipment selection and installation: Throughout 2027

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- Implement services: Early 2028

K. Evaluation Criteria and Scoring Rubric**1. Technical Compliance – 30 points**

- Meets required generator capacity (500 kW minimum, ability to support up to 1,500 kW if needed).
- Compliance with NFPA 110, NEC, EPA, and all relevant codes.
- Adequacy of generator features (controls, monitoring, fuel system, noise rating, mobility).
- Completeness of ancillary equipment (cabling, distribution gear, transfer interface).

2. Reliability and Availability – 20 points

- Guaranteed deployment timelines for rental options.
- Historical reliability metrics or references that demonstrate rapid response.
- Maintenance program strength and emergency startup guarantee.
- Vendor's emergency service capabilities (24/7 support, technician response time).

3. Cost Proposal – 20 points

- Total cost of ownership or rental for each option:
- Guaranteed on-site rental.
- Guaranteed availability from vendor yard.
- Purchase and maintenance.
- Clarity of pricing structure (line-item detail, fuel cost assumptions, included/excluded services).
- Competitiveness and transparency of pricing.

4. Vendor Qualifications & Experience – 15 points

- Prior experience supporting government, public safety, or mission-critical facilities.
- Years in business and demonstrated expertise with large portable generators.
- References from similar-sized projects or clients.

5. Project Approach & Support Services – 10 points

- Quality of proposed deployment plan, mobilization procedures, and commissioning steps.
- Strength of preventive maintenance plan.
- Training offerings for County staff.
- Clarity and quality of documentation provided.

6. Compliance with RFP Instructions – 5 points

- Completeness of response.
- Adherence to submission formatting.
- Inclusion of all required documentation and certifications.

Total Possible Points: 100

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Note: The contract will be awarded to the vendor(s) offering the lowest responsive and responsible cost, supported by the most relevant experience and strongest qualifications. Selection will not be based on cost alone. The County reserves the right to award the contract to multiple vendors for different scopes of work and may add additional vendors at any time to ensure adequate service coverage.

Overall scoring may be used to identify a shortlist of vendors. Short-listed vendors may be invited to participate in interviews or presentations. The Owner reserves the right to request clarifications, negotiate with finalists, or reject any or all proposals.

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SAMPLE STANDARD PROVISIONS FOR CONTRACTS

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

**SERVICE CONTRACT
(NAME OF CONTRACTOR)**

Contract # _____

AGREEMENT is made this _____ day of _____, 2025, 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 annual 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 is for a three (3) year term **(change as necessary)** which begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)** with an option to extend for two (2) additional one (1) year periods.

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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 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-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - 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

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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 VIII - 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. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

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 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 & Contract #_____, 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 IX - COMPLIANCE WITH LAWS AND REGULATIONS

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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 X - 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 XI - 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 XII - 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

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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 XIII - 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 \$17.42 per hour with benefits or \$19.42 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 29, 2027 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 XIV - 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 XV - 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 XVI - 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 County Administrator, Corporation Counsel, and Contractor.

ARTICLE XVII - 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.

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Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - 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 XIX - PRACTICE AND ETHICS

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

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-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For "federally assisted construction contracts" as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60—1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

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Assisted Construction"). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt 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 federal funds awarded under this Agreement.

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Generator Services**

The parties agree that County and Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

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

ARTICLE XXIV – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

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

By: _____ (DATE)
Derrick Jackson
Interim County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
DEPARTMENT HEAD (DATE)

By: _____
CONTRACTOR'S NAME (DATE)

APPROVED AS TO FORM:

By: _____
Michelle K. Billard (DATE)
Office of Corporation Counsel

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PRICE SHEET

Price Sheet Requirements

For design and project management please provide a price sheet, either using the format below or on a separate document, that outlines the hourly fee structure (billable rates) for all *Key Staff* involved in the preparation and execution of potential work. Include the projected annual percentage increase for each hourly rate including the following information:

- Mileage reimbursement rate
- Overhead rate or multiplier
- Printing, reproduction, or related material fees
- Any other applicable fees necessary for evaluation

The table below summarizes the required pricing disclosures. Vendors should complete a corresponding pricing form, or separate document, as part of their submission.

Job Description/Task/Product	Fee Rate

For product line pricing please provide price sheet(s), either using the format above or a separate document, that outlines the following:

- On-site guaranteed rental
- Guaranteed-at-yard rental
- Purchase and maintenance contract

Bidder's Company Name _____

LOCAL VENDOR PREFERENCE DEFINITIONS:

Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014.

A. Washtenaw County Company – must meet all criteria listed:

- 1) Its headquarters is physically located within Washtenaw County, or it has been conducting business at a location with a permanent street address in the County on an ongoing basis for not less than one taxable year (12 consecutive months) prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business with in Washtenaw County for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

B. Michigan Company - must meet all criteria listed:

- 1) Its headquarters is physically located within the State of Michigan, or it has been conducting business at a location with a permanent street address in the State of Michigan on an ongoing basis for not less than one taxable year prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business in the State of Michigan for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

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Local Vendor Certification Application & Affidavit

Background: To increase economic opportunity in Washtenaw County and the state of Michigan, the County provides a local vendor preference (when determining the award) as follows:

Washtenaw County based companies- A 5% discount will be applied to bids greater than \$5,000 and up to \$200,000 and a 2% discount for bids over \$200,000.

State of Michigan based companies – A 3% discount will be applied to bids greater than \$25,000 and up to \$200,000 and a 1% discount for bids over \$200,000.

Local vendor preference bid discount is used for the determination of award only. Full bid amount will be granted to vendor, if awarded.

Instructions: To qualify as a Washtenaw County or State of Michigan company, the following information must be provided:

1. If you are an existing Washtenaw County vendor, you do not need to complete the Washtenaw County Vendor Application. However, if you are not an existing Washtenaw County vendor, you will be required to complete the County Vendor Application available at: <http://washtenaw.org/678/How-to-Become-a-Vendor>, if/when awarded an RFP from a solicitation.
2. Provide proof that you are a company registered in the State of Michigan by searching for your business on the State of Michigan Corporation Division Business Entity Search ([Business Search | MiBusiness Registry Portal](#)). The resulting **business Details page** must be printed and submitted.
3. Provide proof that you have been at the Physical Address you list below for at least 12 months by providing documentation that your local taxes are current or some other form of proof (e.g. copies of lease payments, utility bills, etc.). You can provide your local taxes documentation by searching for the municipality in which your business is located on the BS&A Software website (<https://bsaonline.com/MunicipalDirectory>) (must copy and paste link). After selecting the municipality, select “Tax Information Search” on the left, and search for your business. The resulting **Detailed Tax Information page** must be printed and submitted. NOTE: If you cannot find your municipality on the BS&A website, call the municipality’s Treasurer and request a Detailed Tax Information Form showing local business tax status. Submit this form instead.
4. Provide the following Affidavit of Qualified Local Vendor by filling out the attached affidavit.

All required application materials must be included in the RFP bid response.
For more information, contact:

Beth Duffy Purchasing Manager 734-222-6768 duffy@washtenaw.org

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Washtenaw County, Michigan Local Vendor Affidavit

Legal Name of Business _____

Federal Taxpayer Identification Number: _____

Type of services provided:

☐

Construction

☐

Professional Services

☐

Goods & Services

Physical Address of Business Headquarters and/or Permanent Street Address in Washtenaw County or State of Michigan:

_____/_____

Headquarters- Street Address

Permanent-Street Address

_____/_____

City, State & Zip

City, State, & Zip

Is this business headquartered in Washtenaw County?

☐

Yes

☐

No

Has this business been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal?

☐

Yes

☐

No

Are this business's local and state tax filings up to date?

☐

Yes

☐

No

If no, please explain: _____

Any material misrepresentation of information in this document will be grounds for denial of certification and exclusion from all Washtenaw County contracts for a period of one (1) year.

The undersigned hereby affirms that the applicant firm believes it is qualified for certification as a Local Vendor, as set forth in the certification guidelines established by Washtenaw County. The undersigned agrees to hold Washtenaw County harmless in any claim arising out of this application or information provided by the applicant and agrees to indemnify Washtenaw County for any liability incurred in connection with this application or with the certification of the applicant firm. Further, the undersigned agrees to inform the County immediately of any changes that result in a change of the certification status of the firm.

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Name of Business

Owner or Managing Partner, and Title

Name of Contact Person, and Title

Email Address for Contact Person

Phone Number for Contact Person

Signature of Owner or Managing Partner, and Title

Date

Washtenaw County Purchasing Department reserves the right to request additional documentation as deemed necessary.

**BID #8927 Eastern Washtenaw Community Recreation Center Portable
Generator Services**

SIGNATURE PAGE

Signature of Authorized Signer

Date

Contact Name (Print)

Federal Tax Identification Number

Title

Company Name

Office Phone Number

Company Address

Cell Phone Number

City State Zip

Contact Email

County

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. Signature page must be signed, box checked below, and returned as part of vendor proposal. Please include as the second page of bid package after the RFP cover sheet.

☐

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.