



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

www.gc4me.com

Keith Francis
Controller

March 30, 2016

GENESEE COUNTY REQUEST FOR QUALIFICATIONS #16-075

Qualifications will be received until **3:00 p.m. (EDT), Thursday, June 30, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for:

Genesee County RFQ # 16-075 Professional Services Library of Consultants;

- **CAT-1: Architecture,**
- **CAT-2: Professional Engineering,**
- **CAT-3: Landscape Architecture, Horticulturist, Arborist**
- **CAT-4: Registered Surveyor & Mapper Services,**
- **CAT-5: Planning and Consulting Services**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the qualification response with the qualification number, qualification name, qualification due date and time, and your firm's name. The qualification request number and due date for this RFQ are:

DUE DATE: 3:00 p.m. (EDT), Thursday, June 30, 2016
QUALIFICATION REQUEST NUMBER: #16-075

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2016\16-075
Attachments

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TABLE OF CONTENTS

SECTION 1 - INSTRUCTIONS TO RESPONDENTS.....	3
SECTION 2 - STANDARD TERMS & CONDITIONS	5
SECTION 3 - ADDITIONAL TERMS & CONDITIONS	10
SECTION 4 - QUALIFICATIONS OF RESPONDENTS	11
SECTION 5. SCOPE OF ACTIVITY	12
SECTION 6. INFORMATION REQUIRED FROM RESPONDENTS	15
SECTION 7. EVALUATION AND SELECTION	17
SIGNATURE PAGE.....	21
GENESEE COUNTY INSURANCE CHECKLIST	22
REFERENCES	23
CONTRACT FOR PROFESSIONAL SERVICES	24

Genesee County RFQ # 16-075 Professional Services Library of Consultants

SECTION 1 - INSTRUCTIONS TO RESPONDENTS

1. Sealed qualifications will be received until **3:00 p.m. (EDT), Thursday, June 30, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. Qualifications will be reviewed as they are received. Qualifications will be reviewed as they are received and recommendations made to the Board of all qualified respondents. Once approved by the Board the firm will be made available on the on-call list. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the qualification response as described on page 1. **LATE QUALIFICATIONS AND QUALIFICATIONS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy and one electronic copy of your qualification.** All qualifications become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the qualification response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your qualification. Qualifications may not be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – an alternate review of qualification request can be done at **Buy4Michigan.com**. Open Market Bid 303716B0007171. Requests for qualification and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFQ and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsso/login.sdo> and click on Register <https://www.buy4michigan.com/bsso/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFQ number RFQ-CC-16-075 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
 - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFQs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFQ, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of qualification.
6. All prospective respondents shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective respondent to obtain addenda and other information issued at any time related to this RFQ.

The County's website is the official location used by the County for posting of solicitation documents, addendums, questions/answers and other related material. Suppliers obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The County will not be held liable or be bound by solicitation information obtained from other sources.

7. The County's Standard Proposed Contract is attached to this RFQ. After the award is made to the successful respondent, the County and the successful respondent will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFQ must be clearly set forth in your qualification and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFQ unless those changes are requested in your qualification statement.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each qualification response submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting

date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for qualifications where a quantitative based evaluation criteria is used for evaluating responsive qualifications, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
10. Qualification Format: Qualifications must be submitted in the format outlined in SECTION 6. INFORMATION REQUIRED FROM RESPONDENTS (QUALIFICATION FORMAT) to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible offeror whose qualification is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFQ. Genesee County reserves the right to reject any or all qualifications, to waive any informality or irregularity in any qualification, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Qualifications:** Discussions may be conducted with responsible offerors who submit qualifications determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFQ, revisions of qualifications may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Qualifications, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Qualifications:** The Request for Qualifications may be canceled by Genesee County at any time for any reason. Any qualification

received may be rejected in whole or in part when in the best interests of Genesee County.

5. **Receipt of Qualifications:** It is solely the responsibility of the offeror to assure the timely receipt of its qualification at the location indicated in the qualification announcement. **LATE QUALIFICATIONS AND QUALIFICATIONS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
6. **Qualification Considerations:** All costs incurred in the preparation of a response to this RFQ or any costs prior to approval of the contract by Genesee County and formal notification to the selected respondent will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Qualifications should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ.
7. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
8. **Non-Discrimination:** The successful respondent/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
9. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
10. **Conflict of Interest:** Each offeror, by submitting a qualification, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
11. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFQ's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods

will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

12. **Offeror's Representations:** Each offeror, by submitting a qualification, represents as follows:
 - 1) That the offeror has read and understood the RFQ documents and has submitted its qualification in accordance therewith;
 - 2) That the qualification has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the qualification submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFQ, designed to limit independent offers or competition.

13. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFQ. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.

14. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.

15. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFQ shall be in conformance with the RFQ documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.

16. **Applicable Law:** Any contract resulting from the RFQ shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws,

ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.

17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its qualification, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter
County Administration Building

County Courthouse
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

20. **Qualification Modifications:** Clarifications, modifications, or amendments to any Qualification that has been submitted, but prior to the Qualification Opening Date, may be made only within the discretion and written approval of the Controller.
21. **Withdrawal of Qualification:** Qualifications may only be withdrawn by a respondent with written notice prior to the date and time set for the opening of qualifications.
22. **Right To Reject:** Genesee County reserves the right to reject any and all qualifications received in response to this RFQ.

23. **Errors, Omissions, And Discrepancies:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Qualifications prior to submitting a qualification or it shall be waived.
24. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
25. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
26. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
27. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
28. **Termination for Misrepresentation:** If the successful respondent receives a contract and is subsequently found to have misrepresented any information in its qualification and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
29. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
30. **News Release:** News releases pertaining to this RFQ or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFQ, Genesee County (“the County”) hereby gives notice that it intends to award per category, the status of on-call firm through a continuing contract for professional services for the type of work specified herein. The County seeks responses for the acquisition of professional services within the scope of the practice of architecture, professional engineering, landscape architecture, registered surveyor and mapper services, and planning services.
2. **Issuing Office:** This RFQ is issued by the Genesee County Purchasing Department. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.

The County’s website is the official location used by the County for posting of solicitation documents, addendums, questions/answers and other related material. Suppliers obtaining documents from other sources are reminded those sources are not authorized distribution points and may not have the most current information. The County will not be held liable or be bound by solicitation information obtained from other sources.

3. **Questions & Inquiries:** All questions regarding this RFQ shall be submitted in writing and received no later than **Tuesday, June 2, 2016 by 12:00 p.m. (EST)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFQ. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFQ shall be binding on Genesee County. All responses to questions regarding this RFQ shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFQ prior to the date for qualification submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all respondents shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Qualifications:** To ensure proper consideration, all respondents are encouraged to submit a complete response to this RFQ using the format outlined in Section 6, **INFORMATION REQUIRED FROM RESPONDENTS**. At least one of the paper qualifications must be signed with an **original signature** of the official authorized to bind the respondent to its provisions. Qualifications will be reviewed as they are received and recommendations made to the Board of all qualified respondents. Once approved by the Board the firm will be made available on the on-call list.

6. **Validity Period:** Any qualification submitted as a result of this Request for Qualification shall be binding on the respondent for 365 calendar days following the due date.
7. **Disclosure:** All information in an offeror's qualification is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a respondent wishes to designate any portion of their submission as "confidential" or "proprietary," the respondent must contact the Purchasing Manager prior to submission of the qualification. All requests regarding disclosure and requests for confidentiality of a qualification response to this RFQ shall be submitted in writing and prior to qualification submission received no later than Thursday, June 2, 2016 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The respondent shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the qualification. Failure to furnish this statement shall mean that the respondent agrees to meet all requirements set forth in this solicitation.
9. **Continuing Contract:** It is proposed that, if a contract is entered into as a result of this RFQ, the RFQ will serve as the basis for the contract. The contents of the statement of qualifications of the selected respondent may become contractual obligations if a contract or purchase order is issued. Failure of the selected respondent to accept these obligations will result in cancellation of purchase order or contract award. A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this offering and with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause

SECTION 4 - QUALIFICATIONS OF RESPONDENTS

In order to qualify for status of on-call firm, a respondent shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No qualification statement will be considered from any respondent unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

At a minimum, the following requirements are necessary for consideration of future contract award:

1. The respondent must have experience providing services that are similar to one of the categories listed in this solicitation.

2. The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by Genesee County, or debarred by another government entity.
3. The respondent's personnel and management to be utilized in the provision of services must be knowledgeable in performing the services required in this solicitation. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in providing the services.
4. Willingness to supply information requested by Genesee County concerning a determination of its responsibility. If the respondent fails to supply any requested information, Genesee County will base its determination of responsibility upon any available information, or may deem the respondent non-responsive if such failure is unreasonable.

If a respondent does not convince Genesee County that it possesses the above qualifications with the qualification submission, Genesee County shall not consider its submission for contract award.

SECTION 5. SCOPE OF ACTIVITY

Qualifications are being solicited from responsible and established firms or individuals known to be experienced and regularly engaged in the work of any of the five categories of services are listed below.

The needs for which categories of services may be requested include, but are not limited to, the examples listed below. Qualified firms and individuals may submit their qualifications for any portion of each category listed below.

A. CATEGORIES AND THEIR SCOPE OF ACTIVITY: shall include but are not limited to:

CAT-1: ARCHITECTURE

1. Major & minor renovation and rehabilitation design of existing facilities
 - a. County offices including Health Department and Medical Examiner
 - b. Courthouse
 - c. Historic Buildings
 - d. Jail and security/law enforcement facilities
 - e. Garages, equipment storage, and repair facilities
2. HVAC efficiency analyses and performance evaluations
3. New facility design
 - a. County offices including Health Department and Medical Examiner
 - b. Courthouse
 - c. Jail and security/law enforcement facilities
 - d. Garages, equipment storage, warehousing, and repair facilities
4. Miscellaneous architectural services

5. Consulting and Design services

CAT-2: PROFESSIONAL ENGINEERING

1. Trail Design
 - a. Right-of-way evaluation
 - b. Preparation of bid documents
2. Traffic Planning and Engineering services
3. Structural Engineering services
 - a. Buildings and Structures
 - b. Foundations
4. Geotechnical investigations
5. Environmental Engineering services
 - a. Solid Waste
 - b. Fueling Site Work
 - c. Permitting
 - d. Site Assessments, Evaluations and Wetlands
 - e. Geologist
 - f. Agronomist
 - g. Horticulturist/Forester
 - h. Endangered species studies and assessment
 - i. Wildlife Specialist
 - j. Wastewater treatment and collection
6. Construction Site Management
7. Construction Engineering & Inspection (CEI) services
8. Consulting and Design services
9. Miscellaneous Engineering services.

CAT-3: LANDSCAPE ARCHITECTURE, HORTICULTURIST, ARBORIST

1. For Buildings
2. For Parks
3. Construction Engineering & Inspection (CEI) Services
4. Consulting and Design services
5. Horticulturist/Forester
6. Miscellaneous Landscape Architectural and Tree services

CAT-4: REGISTERED SURVEYOR AND MAPPER SERVICES

1. Re-monumentation as required by the State of Michigan
2. Land Surveying and Mapping services
 - a. For Buildings
 - b. For Parks
 - c. For Highways, Roadways, and Right-of-Ways
 - d. For Site Surveys
3. Construction stake-out and grade control
4. GPS (Global Positioning System) mapping, platting, and drafting
5. Miscellaneous Surveying and Mapping services

CAT-5: PLANNING and CONSULTING SERVICES

1. Environmental planning

2. Land use planning
3. Facility function and use
4. Process Re-Engineering, Program implementation, monitoring and oversight
5. Strategic planning and management
6. Preparation of feasibility studies, including strategic alternatives
7. Risk assessment and mitigation
8. External Relationship Management

B. BACKGROUND: Genesee County (the "County") will utilize these Services for municipal projects including, but not limited to, Capital Improvement Projects ("CIP"), schedule critical projects and emergency projects (the "Project(s)"). The County will establish a list of no less than three 3 qualified professional firms ("on-call firms") for each category and will award Professional Service Contract (the "Contract(s)") for the provision of future Services on a per project basis as needed.

The County will select on-call firms for the individual contracts based on the firm's abilities and strengths in particular skill set(s), overall experience in the type of services to be included in the contracts as well as the firm's availability. The County will have sole discretion as to whether a contract is awarded to a particular qualified on-call firm. The County reserves the right to request additional information and negotiate the scope of work with qualified on-call firms prior to selecting and awarding a contract for any project. In addition, the County reserves the right to advertise for any additional professional services via an open competitive Request for Proposals ("RFP") for any project it deems appropriate. Projects over the \$30,000 threshold are required to be acquired through a formal bid process. On-call firms will be afforded the opportunity to submit proposals in accordance with any advertised RFP.

C. GENERAL DESCRIPTION: Qualified firms on the on-call list for the provision of services will be contacted based upon the on-call firm's competence and ability to perform the work on a per project basis.

1. Upon its decision to award a contract, the County will notify the selected on-call firm of the project and prior to beginning work, the selected on-call firm and the County will negotiate a clear and well defined scope of work for inclusion as part of the contract.
2. The final scope of work for each Project assigned will be negotiated and included in the final Contract prior to award.
3. Dependent upon the funding involved, the County may include additional terms that are required by the funding source i.e. United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") and Michigan Department of Transportation ("MDOT") etc. in the Contract. See Attachment A -- CONTRACT FOR PROFESSIONAL SERVICES for a copy of the standard contract used by the county.
4. Upon the successful negotiation of an agreement and the County's acceptance of the scope, including costs, the on-call firm will begin work for the County upon the full execution of the Contract for Professional Services which will be substantially the same form as Attachment A to this RFQ.

D. PAYMENT: Prior to the execution of a contract for these services, the successful on-call firm will complete a W-9 Request for Taxpayer Identification Number and Certificate of Insurance. The County will not make payment against the contract until it has received the properly completed form. The successful Proponent will invoice the County for services rendered. The County's representative and the appropriate staff in the County's Controller's Office must approve payments.

SECTION 6. INFORMATION REQUIRED FROM RESPONDENTS (QUALIFICATION FORMAT)

RESPONSE FORMAT CRITERIA:

Responses must be sealed and marked with the name of the Respondent, RFQ number, and title **"RFQ # 16-075 - PROFESSIONAL SERVICES LIBRARY OF CONSULTANTS"** and **one of the five categories responding to** CAT-1: ARCHITECTURE, CAT-2: PROFESSIONAL ENGINEERING, CAT-3: LANDSCAPE ARCHITECTURE, CAT-4: REGISTERED SURVEYOR & MAPPER SERVICES, CAT-5: PLANNING SERVICES so as to identify the enclosed response. Each response shall include one (1) original of the response, one (1) copy of the response, and (1) properly indexed electronic copy of the response.

It is imperative that the information submitted is precise, clear, and complete. All responses must be presented in an 8 1/2" by 11" bound document that does not exceed fifty (50) pages.

The electronic format shall be in Microsoft Word (docx) and the file saved in .pdf format and must include Bookmarks for each Section. No macros will be allowed. Minimum font size of ten (10) shall be used. Submittals not conforming to this format may be disqualified from further consideration and, if considered, will receive a lower score.

QUALIFICATION OUTLINE

Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Respondent believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information." "Additional Information" will count against the maximum number of pages.

A. ADMINISTRATIVE QUALIFICATIONS

1. State Categories and areas of firm's expertise. Complete and include Part II- GENERAL QUALIFICATIONS of STANDARD FORM 330. ATTACHMENT B.
2. Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element, including subcontractors that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
3. Executive Summary not to exceed three (3) pages

4. Respondent's background, history, and experience for each category of services for consideration to the qualified vendor on-call list.
5. A description of the Respondent's past and current related experience, when possible include experience with other State or Local municipalities. List a minimum of four (4) projects which best illustrate the experience of the Respondent and current staff, including partners and members assigned to such project(s). For each relevant project, include the following:
 - a. Name and Location of project, size of project;
 - b. The nature of the Respondent's responsibility on project, description of actual involvement, work activities for which Respondent's staff was responsible;
 - c. Project Owner's representative's name, address, phone number, and email;
 - d. Date project was completed with original and final schedules;
 - e. Cost of project (list separately the design cost and construction cost) including original estimate and final cost;
 - f. Present status of project;
6. Include organizational chart of firm indicating key personnel and their relationship to project categories, especially the Project Manager.
7. Labor Requirements, Staff Qualifications & Experience: The firm must be able to provide an appropriate, experienced and knowledgeable team. Include the number of personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project. Give brief resume of the key person(s) to be assigned responsibilities for projects under this RFQ. Project descriptions included in staff resumes should provide some detail of the person's actual involvement with the project.
8. Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere. Genesee County welcomes innovative and unique strategies from respondents. List and provide copies of any and all licensing, certificates and Michigan Department of Transportation pre-qualifications.

B. OTHER INFORMATION REQUIRED BY COUNTY:

Submit the required submittals contained in the RFQ that are required to substantiate a responsive qualification as indicated below.

1. Statement of Exceptions: See Section 1.7 for clarification.
2. Signed Signature Page: See page 21 of this solicitation.
3. Executed Insurance Checklist: See page 22 of this solicitation.
4. References: See page 23 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's

performance on the referenced project and the scope of services performed by the respondent. These references can be the same as those listed on Form 330 Part II and Section 6.B.5.

The following information to be submitted shall not count against the maximum number of pages.

1. MBE/WBE/DBE certification(s)
2. Professional Licenses
3. Proof of registration with System of Award Management (SAM) <https://www.sam.gov> and/or State of Michigan Department of Licensing and Regulatory Affairs (LARA) <http://www.michigan.gov/lara>
4. Current Certificate(s) of Insurance (See page 22)
5. Proof of all licensing, certificates and Michigan Department of Transportation pre-qualifications,
6. OMB No.: 9000-0157 and Standard Form 330
7. Index Documentation, Sectional Dividers, Front and Back Covers
8. Financial Statements

C. OTHER INFORMATION AT THE RESPONDENT'S DISCRETION:

"Additional Information" will count in the maximum number of pages.

SECTION 7. EVALUATION AND SELECTION

It is the intent of the Genesee County to conduct a comprehensive, fair, and impartial evaluation of qualifications received. A minimum of three (3) firms will be on the qualified vendor on-call list, only firms who are responsive and qualified will be added for each category referenced in Section 5. Scope of Activity. In order to be qualified a firm must score a minimum of 300 points.

The following criteria, will be used in the evaluation of submitted qualifications:

A. EVALUATION CRITERIA

1. RELEVANT FIRM EXPERIENCE (35 weight)

- a. Respondent's background, history, and experience for category of service.
- b. Licensing, certificates and Michigan Department of Transportation pre-qualifications.
- c. A description of the Respondent's past and current related experience. Consideration will be given to the successful completion of previous projects and their complexity.

2. STAFF TRAINING AND EXPERIENCE (25 weight)

- a. General and specific project related capability, including training and experience, of all the proposed staff and the adequate depth and abilities from within the organization

which can be drawn upon as needed, including management, technical, and support staff.

- b. Respondent's organizational chart as it relates to professional services categories listed in Section 5 of this RFQ, personnel and their relationship to project categories, especially the Project Manager.
- c. Capabilities of Respondent's staff to provide technical services
- d. Level of staff's actual involvement with the projects included in staff resumes.

3. APPROACH (20 weight)

- a. Problem solving methodology;
- b. Study management and quality control;
- c. Plan for providing services.

4. FINANCIAL CAPABILITY (15 weight)

Financial Capability - A statement indicating financial capability of the Respondent. Audited financial statement, if available or financial report which includes balance sheet and income statement covering the two most recent fiscal years.

Note: If this is considered confidential, it must be sealed and indicated as such on the paper version and a separate named file in the electronic version.

5. COMPLETENESS OF SUBMISSION (5 weight)

6. TOTAL POINTS POSSIBLE

- a. Evaluation score 1-4 multiplied by weight for a total of 400 base points
- b. Preference for Genesee County Business and Veteran Owned Business will be added to the base points.
- c. When required, presentation points will be added to the base points.

7. PREFERENCE FOR GENESEE COUNTY BUSINESSES AND VETERAN-OWNED BUSINESSES: Unless the funding source for the contract prohibits such preferences, in the case of requests for qualifications where a quantitative based evaluation criteria is used for evaluating responsive qualifications, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.

Responses shall be reviewed by the Evaluation Committee based upon the above criteria for each of the Professional Services Categories. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process. The County is not obligated

to award a contract, and the Evaluation Committee members may decide to recommend rejection of all responses.

PROCUREMENT TIMETABLE

The following projected timetable shall be used as a working guide for planning purposes. Genesee County reserves the right to adjust this timetable as required during the course of the RFQ process.

Request for Proposal Issued	March 31, 2016
Last Day for Written Questions	June 2, 2016
Issue Addendum on or before	June 10, 2016
Proposals Due In Purchasing	June 30, 2016
Complete Evaluation of Proposals	July 15, 2016
Final Public Works Committee Recommendation	July 25, 2016
Genesee County Board of Commissioners Approval	August 8, 2016

8. AWARD OF CONTRACT

A. ON-CALL LIST: The on-call list for each category will be submitted to the County Board of Commissioners for approval. The list will be effective the date of County Board of Commissioners approval and be a continuing contract. When the on-call list of qualified providers is less than three, a new offering to qualify additional providers for the on-call list will be competitively solicited.

B. NEGOTIATIONS: After the County selects a proponent for a specific project from the qualified lists of on-call firms, the County will enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the proponent.

1. Upon request, the selected on-call firm will submit a cost qualification for the specific project being awarded which will include hourly rates for every position anticipated to be involved under the Agreement within five (5) calendar days of the County's request. The County will utilize these hourly rates in setting the not to exceed fee for the Agreement awarded and in calculating costs for potential additional services. In addition, the successful proponent will provide cost guidelines for reimbursable (out-of-pocket) expenses.

C. INABILITY TO REACH AGREEMENT: In the event the negotiations between the Proponents selected and the County cannot be completed as a result of an inability to reach agreement on the fee for services, or the specific scope of work to be performed, then at the option of the County, the County may contact the next most qualified proponent on the list of qualified on-call firms.

D. SUCCESSFUL PROPONENT'S DOCUMENTS: The successful Proponent will provide its qualification and any negotiated amendments to the qualification to the Legal

Department electronically in Word format and a Certificate of insurance to Risk Management.

E. CONTRACT: The selection of a Proponent and the execution of contracts, while anticipated, is not guaranteed by the County. The County reserves the right to determine which qualifications are in the County's best interest and to award any contracts on that basis, to reject any and all qualifications, waive any irregularities of any qualifications, negotiate with any potential Proponent (after qualifications are opened) if such is deemed in the best interest of the County.

F. FINAL CONTRACT:

- 1) Each selected proponent will be required to enter into a written Agreement with the County as deemed necessary by the County either as a Purchase Order or a Contract for Professional Services. See attachment A for a copy of the County's standard CONTRACT FOR PROFESSIONAL SERVICES.

Where conflicts exist between the provisions of Attachment "A" and the provisions of this RFQ, the provisions imposing greater responsibility on the successful proponents will control.

- 2) The projects when assigned will require:
 - a) Prevailing wages be paid and documented in compliance with Genesee County Purchasing Regulations 3-302(3)
 - b) The contractor holds a current State of Michigan required license(s)
 - c) Contractor must have on file or deliver a certificate of insurance naming the County (and Genesee County Parks and Recreation Commission, for parks projects) as an additional insured before beginning work
 - d) Genesee County Standard Terms and Conditions apply
 - e) Work is done as defined through the issuance of a written Work Order and/or Purchase Order
- 3) This RFQ and the qualification, or any part thereof, may be incorporated into and made a part of the final contract. The County reserves the right to negotiate the terms and conditions of each agreement awarded to each qualified proponent.
- 4) Be advised that exceptions to any portion of the RFQ may jeopardize acceptance of your qualification. If you take exception to the County's standard contract language included in the sample agreement, you will clearly indicate that fact and give a full explanation for each exception. It is required that the qualification enumerates the specific clauses that the vendor wishes to amend or delete and suggest alternative wording in the qualification. In view of the length of time involved in obtaining the approval of legal counsel, proponents are cautioned not to state that the proponent's qualification is subject to the proponent's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the qualification being deemed non-responsive, in which case no further consideration or evaluation will be made.

**SIGNATURE PAGE
GENESEE COUNTY RFQ #16-075**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFQ,
3. has not engaged in any collusive actions with any other potential respondents for this RFQ,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from qualification due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFQ:

Name (Printed): _____

Signature: _____

Title: _____

Company: _____

Date: _____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFQ.

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

RFQ NAME Professional Services Consultants

Qualification Number 16-075

Coverages Required

Limits (Figures denote minimums)

<u>X</u>	1. Workers' Compensation	Statutory limits of Michigan
<u>X</u>	2. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u>	3. Professional Liability	\$1,000,000 per occurrence with
<u>X</u>	4. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u>	5. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD
<u>X</u>	6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u>	7. The certificate must state Project number and title	
<u>X</u>	8. Genesee County named as an additional insured on other than workers' compensation and profession liability endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

Insurance Agent's Statement

I have reviewed the requirements with Prospective Contractor named below. In addition:

_____ The above policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

_____ Insurance Agent

_____ Signature

PLEASE NOTE #9 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

_____ Respondent

_____ Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISSED 02/02/2015

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

2. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

3. Company

Phone Number

Contact Name and Position

E-mail Address

Address

Type of Work/ Project

\$
Dollar Amount of the Project

Project Description

Attachment A

CONTRACT FOR PROFESSIONAL SERVICES

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a [State] [Entity Type], whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

This Agreement is entered into pursuant to RFQ # _____ issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on [Start Date], and shall be effective through [End Date] (the "Initial Term").

2.2 Extension Terms

Annual.

3. Purpose

This Contract is entered into for the purpose of providing,

4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

5. Compensation

INSTRUCTIONS: Select only one of the three Compensation Options (Unit Rate, Budget Reimbursement, or Flat Fee). Then, delete this sentence and the Compensation Options that are not used:

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ _____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within

sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$ [REDACTED]. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 5.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
 - 5.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
 - 5.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.
6. *Flat Fee.* The Contractor shall be paid a flat fee of \$ [REDACTED] for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

7. Prevailing Wage Addendum

The Contractor acknowledges that Section 3-302(3)(a) of the Genesee County Purchasing Regulations requires the Contractor and its subcontractors to pay laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor agrees to comply with the provisions of the Prevailing Wage Addendum attached as Exhibit E to this Contract.

8. Taxes.

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

9. Contract Administrator

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

10. Reporting Requirements

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

11. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

12. Warranties

The Contractor warrants that:

- 12.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 12.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 12.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 12.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 12.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

13. Suspension of Work

13.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

13.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

14. Termination

14.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

14.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a

result of the Contractor's breach and termination, including any costs to obtain substitute performance.

14.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

14.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

15. Equipment Purchased with County Funds

15.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

15.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

16. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out

duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

17. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

18. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

19. Audit Rights

19.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

19.2 Inspection

The Contractor agrees that the County may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

19.3 Audit

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

19.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

20. Identity Theft Prevention

20.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

20.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

21. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Contract.

21.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

21.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

22. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

23. General Provisions

23.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

23.1.1. The Contract – This Professional Services Contract

23.1.2. Exhibit A – The Scope of Work

23.1.3. Exhibit B – Required Reports

23.1.4. Exhibit C – The Contractor’s Budget

23.1.5. Exhibit D – Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

23.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

23.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

23.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

23.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

23.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

23.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

23.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

23.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

Signature on following page

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie Curtis, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

Date: _____

EXHIBIT A
Description of the Services

EXHIBIT B
Reports Required from the Contractor

Description of Report

Name and content of report

Frequency

How often?

If none, write NONE.

EXHIBIT C
Contractor's Projected Budget
Date to Date

EXHIBIT D

Insurance Checklist

Qualification Title Qualification Number 16-075 Coverages Required	PROFESSIONAL SERVICES Limits (Figures denote minimums)
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease
<u>X</u> 3. General Liability	\$500,000 policy limit, disease Including Premises/operations
<u>X</u> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 5. Automobile liability	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<u>X</u> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 7. The certificate must state Respondent number and title	
<u>X</u> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

EXHIBIT E
Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at www.WDOL.gov or for the state of Michigan at www.michigan.gov/lara General Information Commercial Rate Schedule by County. A copy of the prevailing wage rates effective for this project are to be attached to this Contract (the “Effective Prevailing Wage Rates”).
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The contractor shall not misclassify work assignments.
5. The contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Controller will provide a copy of the complaint to the Michigan Fair Contracting Center (the “Auditor”). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.

- 9.** If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates specified in Exhibit B. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates specified in Exhibit A. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
- 10.** The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.