



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office
COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 361,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030 Fax (810)257-3380
www.gc4me.com

July 26, 2018

GENESEE COUNTY REQUEST FOR QUOTE #18-146

Sealed Statements of Quote will be received at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **TESTING AND INSPECTION 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 or at the website www.gc4me.com.

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

DUE DATE: Thursday, August 9, 2018 at 2:00 p.m.
QUOTE REQUEST NUMBER: #18-146

Cindy Carnes
CINDY CARNES, PURCHASING MANAGER

bid2\2018\18-146
Attachments

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RFQ #18-146 TESTING AND INSPECTION SERVICES

SECTION 1. INSTRUCTIONS TO OFFERORS

1. Sealed quotes will be received, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 or E-mail to geneseecountypurchasing@co.genesee.mi.us. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the quote response as described on page 1. **LATE QUOTES AND QUOTES SENT BY FACSIMILE WILL NOT BE ACCEPTED.**
2. **Submit one original, and one electronic copy of your quote.** All quotes 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 response must consist of one copy in electronic format sent via email or 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 quote. Quotes may be submitted at the MITN site for this offering.
3. Michigan Inter-governmental Trade Network– an alternate review of the RFQ number RFQ-18-146 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.
4. All communications, modifications, clarifications, amendments, questions, responses or 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 quote.
5. All prospective offerors 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 offeror to obtain addenda and other information issued at any time related to this RFQ.
6. The County of Genesee requires a signed Genesee County Insurance Checklist with each quote 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.

7. **Quote Format:** Quotes must be submitted in the format outlined in Section 5. Scope of Services to be deemed responsive.

SECTION 2. STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3. ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** This RFQ provides qualified firms with information to enable them to prepare and submit statements of quote for consideration by Genesee County (the County or County), for all required services referenced in Section 5. Scope of Services. The County is requesting a Quote from qualified providers for construction material testing and construction inspection services.
2. **Issuing Office:** This RFQ is issued by the Genesee County Purchasing Department on behalf of the Genesee County Board of Commissioners, and the Animal Control Department. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us.
3. **Questions & Inquiries:** All questions regarding this RFQ shall be submitted in writing to the Genesee County Purchasing Department as listed above by Monday, August 6, 2018 before noon. 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 quote submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all offerors shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Offerors:** To ensure proper consideration, all offerors are encouraged to submit a complete response to this RFQ using the format outlined in Section 5. Scope of Services. In addition, original quotes must be signed with an **original signature** of the official authorized to bind the offeror to its provisions.
6. **Validity Period:** Any quote submitted as a result of this Request for Quote shall be binding on the offeror for 120 calendar days following the due date.

7. **Disclosure:** All information in an offeror's quote 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 offeror wishes to designate any portion of their submission as "confidential" or "proprietary," the offeror must contact the Purchasing Manager prior to submission of the quote. All requests regarding disclosure and requests for confidentiality of a quote response to this RFQ shall be submitted in writing to the Genesee County Purchasing Department as listed above Monday, August 6, 2018 before noon.
8. **Statement of Exceptions:** The offeror shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the quote. Failure to furnish this statement shall mean that the offeror agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Quote Content:** 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 quote of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
10. **Rejection of Offers:** Genesee County reserves the right to reject any and all offers received in response to this RFQ.
11. **Prime Contractor Responsibilities:** The successful offeror(s) will be held responsible for all services required as part of this solicitation 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 all charges resulting from the contract.

SECTION 4. QUALIFICATIONS OF OFFERORS

In order to qualify for award, an offeror 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 quote will be considered from any offeror unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

The following requirements are necessary for consideration of contract award:

1. The offeror shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. Contractors must be appropriately licensed by the State of Michigan for testing including all of the following:
 - Special tests and inspections include the following and comply with Section 1704.31 of the Michigan Building Code.
 - a. Structural Steel
 - b. Steel Joists and Girders
 - c. Welding

- d. Cold-Formed Steel Deck
 - e. Reinforcing Steel
 - f. Concrete
 - g. Masonry
3. Offerors must have a minimum of three years of proven experience providing testing and inspection services.
 4. Must not be on the Federal Debarment List

If an offeror does not convince Genesee County that it possesses the above minimum qualifications with the quote submission, Genesee County shall not consider its quote for award.

SECTION 5. SCOPE OF SERVICES

Genesee County is requesting a Quote from qualified providers for TESTING AND INSPECTION SERVICES. The selected Consultant(s) will be expected to take samples, perform laboratory testing, make visual inspections, attend project meetings, provide professional daily reports documenting construction activities (including personnel and equipment on-site) and other related services to assist the County in verifying code and specification compliance and to achieve quality standards in various public work projects.

The Consultant shall provide trained qualified and certified personnel, materials and equipment to respond to the County's need for these services. The Consultant shall promptly furnish written reports and distribute them to persons designated by the County. The initial project is for the SITE & BUILDING IMPROVEMENTS GENESEE COUNTY ANIMAL SHELTER, other assignments may occur with additional County construction projects. Additional project documentation is available at http://www.gc4me.com/departments/purchasing/open_bids.php Current bids, BID NO 17001700 and 18-141.

1. The offeror must read and clearly understand the specifications in SECTION 014000 - QUALITY REQUIREMENTS of the Product Specification dated 6-29-18-18 for project SITE & BUILDING IMPROVEMENTS GENESEE COUNTY ANIMAL SHELTER, Project No. 17001700, issued by CHMP for Genesee County
2. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - a) Date test or inspection was conducted.
 - b) Description of the Work tested or inspected.
 - c) Date test or inspection results were transmitted to Architect.
 - d) Identification of testing agency or special inspector conducting test or inspection.
3. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
4. Submit log at Project closeout as part of Project Record Documents.
5. Section **Soils: 312000 - Earth Moving Article 3.19** is excluded as that testing is scheduled to be completed prior to this RFQ due date.

SECTION 6. INFORMATION REQUIRED FROM OFFERORS (QUOTE FORMAT)

In order to be deemed responsive, quotes must be submitted in the format outlined below:

RESPONSIVE OFFERS MUST INCLUDE THE FOLLOWING:

- A. One (1) original offer (properly executed with signed Signature Page)
- B. One (1) copy of the offer in Electronic Format
- C. Each offer is to include:
 1. Current licenses and certificates,
 2. Please indicate if your firm has been cited and/or fined within the last three (3) years by any Federal, State or Local regulatory agency. If so, please provide the following information:
 - i. Date
 - ii. Identity of the agency issuing the citation or fine
 - iii. Description of the violation
 - iv. Final rulings of agency
 3. Include proof of registration in the System for Award Management (SAM)
 4. Executed Insurance Checklist and a certificate of insurance must be included with submission of quote.
 5. Demonstration of Financial Stability – Provide information that establishes the offeror has the credit and financial stability to assure good faith performance. The most recent, audited, compiled or reviewed financial statements including:
 - a. Cash flow statement
 - b. Balance sheet and
 - c. Income statement
 6. Offeror's Statement of all Exceptions to any Terms, Conditions, and Requirements in the RFQ.
 7. Signed Signature Page: See page 10 of this solicitation.
 - Clearly identify the single contact person with title, email address, mailing address and phone number.
 - Identify any real or perceived conflicts of interests, inclusive of the prime, sub consultants and key staff members.
 - A duly authorized officer, employee or agent of the Consultant must sign the page.
 8. Firm Overview (2 pages maximum)

Provide an overview of the firm, including:

 - The size of the firm and number of years in business
 - A summary of the corporate organization
 - Location and size of the corporate headquarters
 - Location and size of the branch offices at which work may be performed
 - Clearly indicate which office will have the primary responsibility for providing these services and/or execution of the work.
 - Resources available to perform the services required under this contract.
 9. Team, Experience, Qualifications & Past Performance (5 pages maximum)
 - Identify the team members who will be assigned to this contract (including working titles, degrees, certificates, licenses and technical expertise). Describe the roles and

responsibilities of each team member and why each team member is critical to the success of the overall contract.

- Describe the team's experience in providing the services being requested in this RFQ.
- Provide an organizational chart demonstrating the relationships and hierarchy of the team described above. Identify team members by name, position, discipline and Consultant. Also identify key back-up personnel.
- Include resumes of key team members. Resumes will not be included in the page count for this section and are limited to one single sided page per individual.
- Include a list of at least five (5) recent contracts or projects in the last five years that best characterize your firm's capability and work quality where key members of the project team provided similar services to those described in this RFQ. References shall include a point of contact, contact information (phone and email), and a brief description of the services provided relevant to this contract. Only projects completed by key members of the project team will be considered.
- Sub-Consultants: Include the name and address of any sub consultants that may perform under this contract and what services they provide. Include information about their experience for each staff member assigned to this contract.

10. Project Management Approach (12 pages maximum)

- Describe the team's project approach to performing the services being requested and innovative ideas to enhance the scope of services.
- Describe the team's general response plan. Describe the overall project communication for each task between the team, the Port's project manager and various stakeholders.
- Describe the team's experience responding to and overall management of on-call/task order services and describe the Consultant's approach for responding to the Port's request for routine and urgent/emergency services.
- Provide the approach for scheduling and sequencing of individual task orders and for providing simultaneous services on multiple task orders and facilitating efficient progress on each task order.
- Provide the approach for managing multiple task budgets and approach for ensuring cumulative task budgets do not exceed the overall contract amount.
- Provide a sample report for a recent inspection of:
 1. Concrete Density
 2. In Place Density Testing
 3. Sieve Analysis/Gradation
- Please provide information regarding the Project Management Software used by your firm. Specifically discuss the reporting and budget functionality of the software.

SECTION 7. EVALUATION CRITERIA & SELECTION PROCEDURE

All offers will be evaluated for completeness and current information of submission. The Qualified Contractor status will be awarded to the responsible offeror(s) whose offer is determined to be complete and qualified based on the information requirements set forth in this RFQ. Only Qualified Contractors will be awarded contracts for site inspections.

CRITERIA AND DESCRIPTION	POINT VALUE
Financial Stability	10
The Consultant's capacity and ability to provide the County with the required services detailed in the RFQ. Consultants shall be able to demonstrate a thorough understanding of the County's needs and services to be provided to fully staff, manage and complete the work. Project Management Software and sample reports.	30
The experience, technical competence, and qualifications of the Consultant, including each member's specific role and responsibility proposed for this project and their past experience and expertise in the areas for which they are proposed.	30
Cost	20
Accuracy, completeness, legibility and coherency of the RFQ.	10

SIGNATURE PAGE
GENESEE COUNTY RFQ #18-146

TESTING AND INSPECTION SERVICES

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 offerors 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 quote 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:

Conflict of Interest:

____To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this quote.

OR

____The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Quote.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFQ

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

Bidder agrees to perform work as described for the Lump Sum of

Lump Sum \$ _____

GENESEE COUNTY INSURANCE CHECKLIST

Quote Title **TESTING AND INSPECTION SERVICES**

Quote Number **18-146**

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 Aggregate Including errors and omissions
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title RFQ 18-146 TESTING AND INSPECTION SERVICES	
<input checked="" type="checkbox"/> 8. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate..</u>	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

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

Insurance Agent

Signature

Prospective Contractor's Statement

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

Proposer

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. REVISED 04/08/2010

ATTACHMENT 2 - PROPOSED CONTRACT
Professional Services Contract
TESTING AND INSPECTION SERVICES

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 # 18-146 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 **August 15, 2018** and shall be effective through **August 31, 2021** (the “Initial Term”).

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the “Extension Terms”).

3. Scope of Work

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

4. Compensation

Flat Fee. The Contractor shall be paid a flat fee of \$ _____ 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.

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

6. Contract Administrator

The contract administrator for this Contract is **Josh Freeman** (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.

7. Warranties

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 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, defend 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.

8. Suspension of Work

8.1 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.

8.2 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.

9. Termination

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. **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.

11. Freedom of Information Act

This Contract and all attachments, as well as any 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”.

12. 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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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 B and keep such insurance coverage in force throughout the life of this Contract.

15.1 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.

15.2 Indemnification

The Contractor agrees to indemnify, defend 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.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The 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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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.

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: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

Genesee County is requesting a Quote from qualified providers for TESTING AND INSPECTION SERVICES. The selected Consultant(s) will be expected to take samples, perform laboratory testing, make visual inspections, attend project meetings, provide professional daily reports documenting construction activities (including personnel and equipment on-site) and other related services to assist the County in verifying code and specification compliance and to achieve quality standards in various public work projects.

The Consultant shall provide trained qualified and certified personnel, materials and equipment to respond to the County's need for these services on an on-call basis. The Consultant shall promptly furnish written reports and distribute them to persons designated by the County. The initial project is for the SITE & BUILDING IMPROVEMENTS GENESEE COUNTY ANIMAL SHELTER, other assignments may occur with additional County construction projects.

1. The offeror must read and clearly understand the specifications in SECTION 014000 - QUALITY REQUIREMENTS of the Product Specification dated 6-29-18 for project SITE & BUILDING IMPROVEMENTS GENESEE COUNTY ANIMAL SHELTER, Project No. 17001700, issued by CHMP for Genesee County
2. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - e) Date test or inspection was conducted.
 - a) Description of the Work tested or inspected.
 - b) Date test or inspection results were transmitted to Architect.
 - c) Identification of testing agency or special inspector conducting test or inspection.
3. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
4. Submit log at Project closeout as part of Project Record Documents.

EXHIBIT B
Insurance Checklist

Proposal Title TESTING AND INSPECTION SERVICES

Proposal Number 18-146

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 Aggregate Including errors and omissions
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title RFQ 18-146 TESTING AND INSPECTION SERVICES	
<input checked="" type="checkbox"/> 8. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	