



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

www.gc4me.com

December 18, 2018

GENESEE COUNTY REQUEST FOR PROPOSALS #18-159

Sealed proposals will be received until **3:00 p.m. (EST), Thursday, January 24, 2019** at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for "**Farm Animals on Site at Crossroads Village & Huckleberry Railroad.**"

Vendors interested in scheduling a visit to the facility are asked to submit an e-mail to djones@co.genesee.mi.us either on or before Monday, January 7, 2019. E-mails will be reviewed and a date will be scheduled for a tour of the facility. Purchasing will send out e-mails to vendors that submitted a request along with post an addendum announcing the date of the tour.

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 proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE:	3:00 p.m. (EST), Thursday, January 24, 2019
QUESTIONS CONCERNING RFP DUE:	5:00 p.m. (EST), Monday, January 7, 2019
REQUEST TO VISIT FACILITY DUE:	5:00 p.m. (EST), Monday, January 7, 2019
PROPOSAL REQUEST NUMBER:	#18-159

Derrick Jones, Purchasing Administrator

bid2\2018\18-159
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #18-159 FARM ANIMALS ON SITE AT CROSSROADS VILLAGE & HUCKLEBERRY RAILROAD

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EST), Monday, January 24, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. 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 proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy, and one electronic copy of your proposal.** All proposals 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 proposal 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 proposal. Proposals may not be submitted at the MITN site for this offering.
3. Michigan Inter-governmental Trade Network– an alternate review of the Farm Animals on Site at Crossroads Village & Huckleberry Railroad can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) 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, RFPs, 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, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, 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 proposal.
5. All prospective proposers 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 proposer to obtain addenda and other information issued at any time related to this RFP.

6. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer 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 RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
7. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal 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.

8. 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 proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.
10. Vendors interested in scheduling a visit to the facility are asked to submit an e-mail to djones@co.genesee.mi.us before 5:00 PM (EST) Monday, January 7, 2019. E-mails will be reviewed and a date will be scheduled for a tour of the facility. Purchasing will send out e-mails to vendors that submitted a request along with post an addendum announcing the date of the tour.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions:
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms to provide farm animals on site at Crossroads Village & Huckleberry Railroad as requested by the Genesee County Parks and Recreation Commission (“GCPRC”).
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the GCPRC. The contact person is Mr. Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, January 7, 2019 before 5:00 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 RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP 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 RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 6, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror’s proposal 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 proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Tuesday, ???, 2018 at 12:00 p.m., to the Genesee County Purchasing Department as listed above.

8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal 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.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract 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, and experience necessary to meet all contractual requirements.

The GCPRC reserves the right to investigate the qualifications and experience of any prospective Contractor for the purpose of determining the ability of a prospective Contractor to provide the services as desired. The successful offeror/Contractor shall have the following minimum qualifications:

Financial Stability: Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A credit check may be done by GCPRC.

Core Competency: The proposer must be primarily or significantly engaged in and be able to demonstrate quality care and presentation of the farm animals as indicated in this solicitation.

SECTION 5 – SCOPE OF WORK

PURPOSE

The Genesee County Parks and Recreation Commission (herein referred to as the GCPRC) is requesting proposals for Farm Animals at Crossroads Village and Huckleberry Railroad, a publicly owned facility. All proposals should include farm animals suitable for the use in program demonstrations for a wide variety of audiences, including children, families, and adults. Whenever possible, the program demonstrations should complement the 1860-1880 time era atmospheres of Crossroads Village and Huckleberry Railroad. This will be a one (1) year contract with three (3) one year extensions upon mutual agreement.

TYPES OF ANIMALS

Types and uses of Animals are likely to include, but not to be limited to:

Cows with cow milking demonstrations

Chickens and chicks for roosting, hatching, handling, demonstrations or presentations

Horses for farming/pulling/daily demonstrations of how the horses were used to deliver mail

Goats for petting/milking

Sheep for petting/shearing

HOURS AND DATES ANIMAL DISPLAY

The entertainment schedule is between the hours of 10:00 a.m. and 5:00 p.m. on weekdays, weekends, and holidays. Animal demonstrations and presentations will be conducted daily. Occasionally, because of special operating hours, there may be a need for additional times outside of the above stated hours.

SUMMER SEASON FOR PERIOD OF CONTRACT (2019-2022)

From mid-May, to Labor Day. Closed on Mondays and Tuesdays, except for holidays. The cost for this year of the contract should be based on an 80-day operating schedule. If the Commission adopts a different schedule, the contract cost will be adjusted up or down based on a cost per day calculation.

LOCATION OF FARM ANIMALS

The animals will generally be housed in the barn or in animal pen next to Salter Log Cabin, unless other arrangements or accommodations need to be made. Include explanation of all required accommodations in the submitted proposal.

ADDITIONAL INFORMATION

- a. Those submitting proposals are encouraged to be creative. However, any proposed entertainment shall be appropriate for family audiences and should complement the historical backdrop created by the 1860-1880's atmosphere at Crossroads Village.
- b. Other Requirements:
 - i. The equipment used which is not supplied by the Commission and which is necessary for the care, presentation, and demonstration of the proposed animals shall be the sole property of the Contractor, and the Commission shall not be liable for any damage, loss, or theft of said equipment. The Contractor agrees to provide, at the Contractor's expense, security, cleaning, maintenance, and repair of any equipment that the Commission may provide for the Contractor's use.
 - ii. The Contractor is responsible for providing all feed, care, and necessary supplies for maintaining the animals care and well-being as well as providing attendants, caretakers, and demonstrators on a daily basis and as necessary.

- c. The box office policy shall be the sole prerogative of the Commission. All revenue shall be collected and handled by Commission personnel and shall accrue to the Commission.
- d. All promotion and publicity shall be the responsibility of the Commission. The Contractor agrees to participate in promotional activities to a reasonable degree.
- e. All activities provided and actions shall be in conformance with all applicable rules, policies, and procedures of the Commission which are presently in effect and which may be put into effect during the term of the agreement.
- f. The contractor is expected to comply with all applicable federal, state and local laws and ordinances related to their contract.
- g. Services to be provided pursuant to this Agreement are personal to the Contractor, and no portion of said services shall be sublet, assigned, transferred, converted, or otherwise disposed of to any other person, company, or corporation without the prior written consent of the Commission.
- h. All equipment not furnished by the Commission and necessary for conducting entertainment, such as props, sets and costuming is the responsibility of the contractor.
- i. The proposal must include a description of the type of animals, demonstrations and some background information, including references.
- j. All animals provided for in this contract shall be kept in good health and have all necessary inoculations and preventative care appropriate to the species. Such health care is the sole responsibility of the Contractor. Any animal not in good health shall immediately be removed and provided veterinary care by the Contractor.

SECTION 6 – INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

Qualified individuals or firms interested in providing the product and services described herein are required to submit a complete (responsive) proposal for consideration.

DESCRIPTION OF FARM ANIMALS, STAFF AND EQUIPMENT

Each proposal must include a detailed description of the animals to be provided and proposed presentation with the animals. Those proposals that are determined to be acceptable for possible use may be required to present an audition, videotape, or personal interview.

1. Description of caretakers and staff to be involved in the contractual services (include such items as length of service and training),

- a. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in this market with demonstrated expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
2. Description of demonstrations or presentations with the animals,
 - a. All proposers must list years of qualifying, direct experience, in the care and presentation of farm animals
3. Schedule of care and feeding for the animals,
4. Description of equipment to be involved
5. Proposer's Cooperation: If the proposer fails to supply any requested information, Genesee County will base its determination of responsibility upon any available information or may find the proposer non-responsible if such failure is unreasonable. If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

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

1. Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element 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.
2. Statement of Exceptions: See Section 3.8 for clarification.
3. Signed Signature Page: See page 12 of this solicitation.
4. Executed Insurance Checklist: See page 13 of this solicitation.
5. References: See page 14 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 proposer.
6. Financial Cost Proposal: See page 11

SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of the Genesee County Parks and Recreation Commission to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be

made to the lowest responsive and qualified proposer. As such, the GCPRC may award proposals to multiple proposers in the best interest of the GCPRC.

All proposals will be evaluated based on the following criteria listed in order of importance.

1. Appropriateness of proposed animals.
2. Qualifications and prior experience.
3. Financial considerations and value to Genesee County including cost for any additional days requested.
4. References
5. Appropriateness of proposed equipment to be used.
6. Responsiveness of Proposal.

PROPOSAL ACCEPTANCE/CONTRACT AWARD

The proposal of the successful offeror will be formally accepted via approval of the Genesee County Parks & Recreation Commission. The successful offeror must submit the appropriate insurance forms within five (5) business days from the issuance of a Notice of Intent.

PROPOSAL COST FORM

Vendors are required to complete this form that represents the cost to provide services as requested in this RFP:

Cost for Farm Animals on site and presentations or demonstrations for the following periods:

Year	Period of Time	Proposed Cost
Entire Summer of 2019	Base on 80 days	\$
Vendors are to submit pricing out for the three (3) one year extensions		
Entire Summer of 2020	Base on 80 days	\$
Entire Summer of 2021	Base on 80 days	\$
Entire Summer of 2022	Base on 80 days	\$

SIGNATURE PAGE
GENESEE COUNTY RFP #18-159
FARM ANIMALS ON SITE AT CROSSROADS VILLAGE & HUCKLEBERRY
RAILROAD

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 RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
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 proposal 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 RFP:

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 proposal.

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 Proposal.

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 RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: 18-159 RFP Farm Animals on Site at CRV & HRR – P+R
Coverage 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 Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ 1,000,000 BI & PD and PI

8 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.

9. Other insurance required: Livestock Liability - \$1,000,000 limit Genesee County named as an additional insured.

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title

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.

Contractor 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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

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

This is just a draft copy of the contract – vendors are required to submit any exceptions.

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

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of County 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

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 in 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 **[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.

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 harmless the County, its officials, officers, agents, and employees 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 harmless the County, its officials, officers, agents, and employees 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: _____
Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

A description of the services provided will be placed in this section after formal approval from Board of Commissioners

DRAFT

EXHIBIT B
Insurance Checklist

An approved insurance checklist and insurance binder will be added to this section after formal approval from Board of Commissioners

DRAFT