



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)257-3560

April 25, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-181

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, May 23, 2019** at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **Solid Waste Consulting Services** GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC).

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 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. (EDT), Thursday, May 23, 2019

Submission of Questions Due: 3:00 p.m. (EDT), Friday, May 10, 2019

PROPOSAL REQUEST NUMBER: #19-181

Noel Roan

Ms. Noel Roan, Purchasing Manager

bid2\2019\19-181

Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

TABLE OF CONTENTS

SECTION 1 - INSTRUCTIONS TO PROPOSERS	3
SECTION 2 - STANDARD TERMS & CONDITIONS	4
SECTION 3 - ADDITIONAL TERMS & CONDITIONS	4
SECTION 4 - QUALIFICATIONS OF PROPOSERS.....	5
SECTION 5 - INTRODUCTION & BACKGROUND INFORMATION	6
SECTION 6 - SCOPE OF SERVICES	6
SECTION 7 – INSURANCE.....	7
SECTION 8 – INFORMATION REQUIRED FROM PROPOSERS.....	7
SECTION 9 - EVALUATION & SELECTION PROCEDURE.....	9
SECTION 10 – EVALUATION CRITERIA.....	10
SIGNATURE PAGE - RFP #19-181	11
GENESEE COUNTY INSURANCE CHECKLIST	12
REFERENCES.....	13
PROFESSIONAL SERVICES CONTRACT	14
EXHIBIT A	23
EXHIBIT B	24
EXHIBIT C	25
EXHIBIT D	26

RFP #19-181 GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC)

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, May 23, 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 (1) original, two (2) paper copies and one (1) 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.
3. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at <https://www.bidnetdirect.com/mitn>.
 - 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](https://www.mitn.info/Registration.asp?ID=2340) (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](https://www.mitn.info/Registration.asp?ID=2340) 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 indemnify 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 8. **INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.
<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 who can provide Solid Waste Consulting Services to the Genesee County Metropolitan Planning Commission (GCMPC).
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the GCMPC. The contact person is Ms. Noel Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and nroan@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 **Friday, May 10, 2019 by 3:00 p.m. (EDT)**, 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 8 INFORMATION RQUIRED 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 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 submitting a proposal, 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 RFP #19-181

appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

- Employ and equip an adequate number of staff to perform the required work/ services.
- Will employ staff who on average, have a minimum of five (5) years of direct experience pertaining to the services referenced in this RFP.
- Possess the proper licenses and qualifications to provide the required services.
- No record of having operated a related business operation that was closed and/or cited for violations of any significant Federal, State and Local regulations.
- Must have, and be able to demonstrate, the financial wherewithal and resources to carry out the requirements of this solicitation.
- Possess Professional Liability insurances as stated in the Insurance Checklist Preferred Qualifications.
- Demonstrate previous solid waste consulting management experience.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County may not consider its offer for contract award.

SECTION 5 - INTRODUCTION & BACKGROUND INFORMATION

In Genesee County, a wide range of solid waste management services are provided to residents and businesses. These services include: curbside residential garbage, recycling, and yard waste collection in every municipality; roll-off dumpster rentals; Recycle Day events where residents can drop-off household hazardous waste, electronics, and other hard-to-dispose of items; as well as a daily latex paint recycling drop-off for residents at Genesee County Habitat for Humanity. Curbside residential waste hauling services are contracted by each municipality individually, while dumpster rental services are provided by various waste hauling companies throughout the County. Programs including Recycle Day and latex paint recycling are administered by the Genesee County Metropolitan Planning Commission (GCMPC), which is the designated solid waste planning agency in Genesee County. These programs are funded by Genesee County's Solid Waste Ordinance fees collected from landfills, transfer stations, and waste haulers operating in the County.

SECTION 6 - SCOPE OF SERVICES

Among the goals of Genesee County's Solid Waste Management Plan, are a sustainable solid waste program with the main objectives of reducing the amount of waste generated and increasing the amount of waste diverted in the current system and conditions. A review and evaluation of the current system shall include an assessment of local waste contracts, recycling options and rates, as well as waste operations. Information gathered from this evaluation should then be used to examine the feasibility of various items that could enhance waste collection and diversion in Genesee County.

As the designated Solid Waste Planning Agency for Genesee County, the Genesee County Metropolitan Planning Commission (GCMPC) is requesting a consultant to conduct a study on the following:

1. Evaluate Genesee County's current waste management operations to determine methods for enhancing waste collection and diversion including shared services and cost savings opportunities
2. Explore the feasibility of establishing a Materials Recovery Facility (MRF) in Genesee County including where the MRF should be located and how it would be funded (privately, public-private partnership, or publicly)
3. Explore the feasibility of establishing a permanent recycling center in Genesee County where items such as household hazardous waste and/or household recyclables (paper, plastic, cardboard, metal, etc.) could be collected

SECTION 7 – INSURANCE

All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

Proof of Professional Liability (Medical Malpractice) is required whenever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

SECTION 8 – INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

1. NON-RESPONSIVE PROPOSALS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this **Section (8)**
- C. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

1. Proposal submitted by the due date and time
2. One (1) Copy of Proposal in Electronic Format
3. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
4. Signed Signature Page with an Original Signature (attached)

5. Executed Insurance Checklist (attached)
6. Completed References Page (attached)
7. Statement of Exceptions to any Terms, Conditions and Specifications (optional)
8. Proposed Alternate Payment Schedule (Optional)
9. Cost Proposal
10. Technical Proposal shall consist of the items stated below. The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point.

3. Technical Proposal

1. Business Organization: State the full name and address of your organization's corporate headquarters and, if applicable, the branch office that will perform or assist in performing the work. Introduce your firm, providing a brief summary of the administration, organization and staffing. Provide an organizational chart indicating the positions and names of the team which will undertake this project. If your proposal includes sub-consultants, provide a summary of the administration, organization and staffing of the sub-consultant along with an organizational chart indicating the positions and names of the team which will be working with you on this project.
2. Work Plan: Describe in narrative form your plan for performing the work.
 - a. Describe the experience of the firm and sub-consultant, if applicable, in performing consulting services in similar scope with the last five (5) years.
 - b. Include your firm's proposed approach to completing the scope of services as outlined above.
 - c. Provide details about your firm's operation and how it will support the functions of the GCMPC as outlined in this RFP.
 - d. Provide information on how the firm would scale the operation while providing services to other counties.
3. Key Staff & Personnel: The firm must employ staff, which has experience providing solid waste consulting services. Identify the lead person who will be the primary contact with the County and each individual who will work with the County. Include resumes for each person as well as any professional designations, certifications and licenses, etc. This includes sub-consultants who you will work with.
4. Contract Termination and/or Litigation: Provide information on any contract with your firm that was terminated prior to completion in the last five (5) years. Include details of such circumstances. The proposer must provide a description of all litigation that is pending as a defendant, and all litigation in which a judgment was made against the proposer during the previous three (3) years.
5. Financial Stability: Submit your organization's operating budget. Also include the most recent financial audit, annual compiled financial statements, annual consolidated financial statements, or a copy of the proposer's most recent federal income tax return. The County is seeking this information to ensure that proposers have the financial stability and wherewithal to assure good faith performance.
6. References: Provide a minimum of three (3) client references that can attest to the quality of services provided by your firm. List specific contracts/business relationships,

which you regard as evidence of your ability to successfully adhere to contract requirements. For each contract, indicate the exact capacity for which the firm served and the duration of service. Please include for each contract cited as a reference a contact person with telephone number and email addresses. In addition, for each contract/reference, provide total contract value and the annual revenues earned by your firm for the services provided.

7. Additional Information:

- Please indicate the level of support and information needed from the Genesee County Metropolitan Planning Commission (GCMPC).
- Identify challenges associated with providing the services and describe the processes and analysis you will utilize to address them.
- Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

4. Cost Proposal

1. Cost/Fee Proposal – Provide a fee based cost proposal for providing the services outlined in this solicitation. Detailed cost information should be provided for determining the reasonableness of the proposed fees.

SECTION 9 - EVALUATION & SELECTION PROCEDURE

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.

Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

SECTION 10 – EVALUATION CRITERIA

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. Each criterion will be scored based upon the points indicated.

Evaluation Criteria	
Phase 1	Possible Points
A. Prior experience of the firm/proposer: This refers to experience working with governmental agencies on solid waste and recycling studies.	20
B. Capability of the firm: This criterion includes the ability of the proposer to meet the terms of the RFP. Emphasis will also be placed on the soundness of the proposer's approach to performing the services as presented in the Work plan .	25
C. Qualifications of Professional Personnel: This refers to the Credentials and experience of the person(s) assigned to the team.	10
D. References: Satisfaction with and opinion of the firm's quality of work based on references provided.	10
E. Cost Proposal: Proposed Fee(s) for the provision of services	25
F. Timeline: Amount of time to correctly complete the work plan	10
Total Evaluation Points	100

SIGNATURE PAGE - RFP #19-181

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.

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 RFP.

CONTACT NAME		POSITION	
E-MAIL			
ADDRESS		CITY	STATE
PHONE		FAX	

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: 19-181 RFP, Consulting Services for a Genesee County Solid Waste Management Plan - GCMP

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 checked="" 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 and professional liability 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: Environmental Impairment Liability - \$1,000,000 limit

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

1. Company	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	
2. Company	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	
3. Company	Phone Number
Contact Name and Position	E-mail Address
Project Address	\$
Type of Work/ Project	Dollar Amount of the Project
Project Description	

PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the "Agreement") is made this ___ day of _____, 2019, 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, 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 RFP/IFB # _____ 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 Agreement shall begin on _____ and shall expire on _____.

2.2 Extension Terms

The Board has the option to extend this Agreement for up to four (4) one year terms (the "Extension Terms").

3. Purpose

This contract is entered into for the services of a qualified firm to provide Solid Waste Study to the Genesee County Metropolitan Planning Commission (GCMPC).

4. Scope of Work

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

5. Compensation

The Contractor shall be paid according to the rates identified on Exhibit B. The total amount paid to the Contractor shall not exceed \$ _____. The Contractor must provide to the County invoices 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.

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

7. Contract Administrator

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

8. Reporting Requirements

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

9. 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.

10. Warranties

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 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.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

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.

11. Suspension of Work

11.1 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.

11.2 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.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, 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 Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, 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.

12.2 Immediate Termination

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

In addition for any other remedies provided by law or this Agreement, 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.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement 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.

12.4 Termination for Lack of Funding

If this Agreement 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 Agreement 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.

13. Equipment Purchased with County Funds

13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement 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.

13.2 Conveyance to the County

Upon the County's request at the termination of this Agreement 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 Agreement.

14. 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.

15. Freedom of Information Act

This Agreement 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”.

16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County’s request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

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

17.2 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 Agreement. If this Agreement 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 Agreement and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Agreement. If this Agreement 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 Agreement and the terms of the applicable grant.

17.4 Records Retention

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

18. Identity Theft Prevention

- 18.1 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.
- 18.2 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.

19. Insurance Requirements and Indemnification

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

19.1 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 specifically 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.

19.2 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.

20. Independent Contractor

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

21. General Provisions

21.1 Entire Contract

This Contract, consisting of the following documents and Exhibits,

embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – Services

21.1.3. Exhibit B – Fee Schedule

21.1.4. Exhibit C – Required Reports

21.1.5. 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.

21.2 No Assignment

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

21.3 Modification

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

21.4 Binding Effect

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

21.5 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.

21.6 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.

21.7 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.

21.8 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.

21.9 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 PAGE FOLLOWS]

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

CONTRACTOR NAME

GENESEE COUNTY BOARD OF COMMISSIONERS

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Ted Henry
Chairperson

Date: _____

Date: _____

Approved as to Form and Legality

By: _____
Genesee County Corporation Counsel

Date: _____

DRAFT

EXHIBIT A
Description of the Services

The Contractor shall provide a Solid Waste Study that meet the following service requirements:

1. Provide adequate staff and equipment to perform services.
- 2.

DRAFT

EXHIBIT B
Fee Schedule

DRAFT

EXHIBIT C
Reports Required from the Contractor

Description of Report

Frequency

DRAFT

**EXHIBIT D
GENESEE COUNTY INSURANCE CHECKLIST**

DRAFT