



## 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](http://www.gc4me.com)

March 11, 2019

### **GENESEE COUNTY REQUEST FOR PROPOSALS #19-172**

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, March 28, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **ONLINE LEGAL RESEARCH 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](http://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. (EDT), Thursday, March 28, 2019**  
**SUBMISSION OF QUESTIONS DUE: 12:00 p.m. (EDT) Monday, March 18, 2019**  
**PROPOSAL REQUEST NUMBER: #19-172**

---

Derrick Jones, Purchasing Administrator

bid2\2019\19-172  
Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

[www.gc4me.com](http://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 – MINIMAL QUALIFICATIONS OF PROPOSERS.....	6
SECTION 5 – SCOPE OF WORK .....	7
SECTION 6 – VALUE ADDED SERVICES/OFFERINGS .....	8
SECTION 7 – TRAINING.....	8
SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS .....	8
SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE.....	10
SIGNATURE PAGE.....	11
GENESEE COUNTY INSURANCE CHECKLIST .....	12
REFERENCES .....	13

# RFP #19-172 ONLINE LEGAL RESEARCH SERVICES

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, March 28, 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. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
3. **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.
4. Michigan Inter-governmental Trade Network– an alternate review of the ONLINE LEGAL RESEARCH SERVICES 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.
5. 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.

6. 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.
7. 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.
8. 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.

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. See 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 online legal research services to various authorized users employed by Genesee County.
2. **Issuing Office**: This RFP is issued by the Genesee County Purchasing Department on behalf of the 7<sup>th</sup> Judicial Circuit Court. The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street,

Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and [djones@co.genesee.mi.us](mailto: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 **noon, Monday, March 18, 2019** 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 no later than **Wednesday, March 20, 2019**.
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 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 noon, Monday, March 25, 2019, 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. **Disadvantaged, Minority & Women-Owned Business Enterprise:** The County hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this solicitation, Disadvantaged, Minority and Women-Owned Business Enterprises will be afforded full opportunity to submit

proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for award. Proposers are encouraged to provide to the county, attorneys with a variety of experience levels in the area of criminal defense.

10. **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 – MINIMAL QUALIFICATIONS OF PROPOSERS**

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with 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 court requirements.

At a minimum, the following requirements are necessary for proposal submission:

1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. The proposer must be primarily engaged in providing the system and services as outlined in the Scope of Services.
3. Must have at least five (5) years of qualifying, direct experience, as determined by Genesee County, in the provision of the system and services required in this solicitation.
4. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of 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.
5. Willingness to supply information requested by Genesee County concerning a determination of its responsibility. 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-responsive 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.

## SECTION 5 – SCOPE OF WORK

Genesee County, Michigan, seeks proposals from providers of on-line, internet legal research services. Service plans will consist of complete Federal and State law libraries equivalent to “Premier Services Plans” (including all states and reporters). These services as part of this RFP will be needed for the following groups of users.

- Corporation Counsel
- Genesee County Prosecutor’s Office
- 67<sup>th</sup> District Court
- Circuit & Probate Courts
- Friend of the Court
- Genesee County Law Library
- Public Defender Program Attorney Participants

The service provider must supply a system that adheres to and meets the following requirements:

- County users desire access to Michigan, federal and all state primary law databases, including annotated statutes, appellate case law and legislative history materials and for each jurisdiction
- The Michigan law package must include the briefs of the Michigan Court of Appeals and Michigan Supreme Court, Michigan Attorney General Opinions and the Michigan Administrative Code.
- Criminal law treatise(s) that provide in depth treatment of both Michigan substantive law and procedural law
- Municipal law treatise(s) that provide in depth treatment of substantive municipal law issues
- Users are seeking a full-service research package, with complementary secondary legal resources to augment the primary law.
- Users must be able to quickly and reliably link to all citing authorities.
- The package must include a mechanism to evaluate subsequent case law.
- People finder/asset locator tools that analyze and verify the data must be included. (25-40 users)
- Electronic library and database access for users of the Genesee County Law Library (lawyers and public)
- Electronic library and database access for the attorneys who participate in the Public Defender Program (approximately 75 participants).
- The County is requesting pricing based on 125 to 140 authorized users although it is anticipated that most of such users will not frequently use the service.

Each prospective offeror must succinctly indicate the reasons that it believes itself best qualified to meet the legal research needs of Genesee County. Printed materials may be attached and incorporated by reference.

In addition, each offeror must list in detail all Michigan law libraries and indicate the date of earliest record (document).

## **SECTION 6 – VALUE ADDED SERVICES/OFFERINGS**

All proposers are encouraged to provide information on additional discounts, services and products that may be advantageous for Genesee County. This includes, but is not limited to, any related print legal resource or additional discounts that may be incorporated into the proposal.

## **SECTION 7 – TRAINING**

The successful proposer shall provide training to familiarize end users with the on-line system and all auxiliary services at no additional cost to the County. This training will be performed on-site by the Contractor. Further, all training activities must be sufficient for acquainting end users with the system and all auxiliary services. In addition, training sessions/activities must be completed by full implementation of the system and services. The Contractor must be prepared to provide sufficient resources to complete training by the full implementation date.

In the proposal response, the proposer is to describe the scope of the proposed training services and the approach for how these services will be provided. In addition, the proposer shall describe the level of account support that will be provided for the duration of a contract.

## **SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)**

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

Qualified individuals or firms interested in providing the services described herein are required to submit a complete (responsive) proposal for consideration. Proposals will be evaluated based on a set of criterion as provided in “SECTION 8 - EVALUATION CRITERIA.”

The proposer is responsible for a full understanding of the services required as part of this RFP and assuring the proposal is in conformance with the above referenced legislation.

To allow for the effective comparison of proposals, the proposals must be organized and submitted in the format outlined below:

1. **Submit one original, one additional copy of the proposal, and one electronic version of your proposal.**
2. All proposals shall include the RFP cover page through page 13 with the respondent’s complete proposal and be received in a timely manner in accordance with the terms of this RFP.
  - A) **References** - Please provide three client references for whom you have recently performed work on the form provided in the RFP (page 13)



- B) **Signature Page** – Complete the requested information on the Signature Page (page 11)
- C) **Executed Insurance Checklist** page 12
- D) **Statement of Exceptions** – see section 3 no. 8.
3. **Title Page** - Indicate the subject, 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
4. **Table of Contents**
5. **Management, Services, and Training Summary** – Include a narrative description of the proposed services to be provided. Further, the proposer shall describe the level of account support that will be provided for the duration of the contract. In addition the following information shall be included:
- Each proposer shall list in detail all **Michigan law libraries** and indicate the date of earliest record (document).
  - Providers are encouraged to submit hard copies of materials that describe their proprietary database services. Specific detail on case law, state and federal statutes, administrative codes, newspaper and magazine articles, public records, law journals, law reviews, treatises, legal forms and other information resources should also be included.
  - Value Added Services/Offerings (see Section 6.).
  - Training - In the proposal response, the proposer is to describe the scope of proposed training services and the approach of how these services will be provided. Any training that cannot be easily accommodated or is not practical to be performed on-site should be specifically identified. Training should take place on site and at no cost.
6. **Organization Background** - Describe your organization's expertise, particularly with respect to the services solicited as part of this RFP.
7. **Professional Staffing** - Provide the names, titles, credentials and brief biographies of the individuals who would be assigned and involved to provide these services referenced in this RFP.
8. **Cost Proposal** – Vendor is to submit a flat rate price to perform requested services for the initial term (July 1, 2019 – June 30, 2021). County is also requesting pricing for the three (3) one year pricing extensions (July 1, 2021-June 2022, July 1, 2022 - June 2023, July 1, 2023 – June 30, 2024) if the County elects to exercise this option.
9. **Additional Information & Services** - Outline any information, special or specific service your firm offers or is pertinent but not specifically asked for in this RFP. Proposers may include information believed to be relevant to illustrating the offeror's ability to successfully carry out this project.

Failure to provide all requested items may be sufficient cause for rejection of proposal response.

## **SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria listed in order of importance.

The contract shall be awarded to the proposal(s) deemed most advantageous to Genesee County. Proposals will be evaluated based upon the following criteria, which are ranked in descending order of importance:

- Completeness of library for users' needs (30 points)
- Price of package, including any other discounts, value added services and product(s) (30 points)
- Accuracy, dependability, speed of system and ease of use (15 points)
- Past performance with other entities (10 points)
- Availability of on-site training and on-line and/or telephone support (15 points)

# SIGNATURE PAGE

## GENESEE COUNTY RFP #19-172

### Online Legal Research 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 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: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**Contact Person of company representative for matters regarding this RFP**

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX E-MAIL

# GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **19-172 RFP Online Legal Research Services**

## 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 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 **19-172 RFP Online Legal Research Services**

### 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

---

Project Description

---

2. Company Phone Number

---

Contact Name and Position E-mail Address

---

Address

---

Project Description

---

3. Company Phone Number

---

Contact Name and Position E-mail Address

---

Address

---

Project Description

## ONLINE LEGAL RESEARCH 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

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 **July 1, 2019** and shall be effective through **June 30, 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 total amount paid to the Contractor shall not exceed \_\_\_\_\_. Payments will be made to the Contractor set at an annual rate, to be paid proportionately on a monthly basis. Upon completion of monthly Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation, no later than the 10th of the month following completion of services. The County will pay the Contractor within thirty (30) 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 Janet Patsy (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: \_\_\_\_\_

By: \_\_\_\_\_

**Name of Contractor Signatory**

Ted Henry, Chairperson

**Title of Contractor Signatory**

Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
Description of the Services

DRAFT

