



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

www.gc4me.com

Nerahoo Hemraj
Controller

April 18, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-186

Sealed proposals will be received until **9:00 a.m. (EDT), Tuesday, April 30, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **INSTALLATION OF DATACOMM CABLING IN MCCREE BUILDING**.

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.

A **walk through** for this project will be held at **10:00 a.m. on Wednesday, April 24, 2019** at the McCree Building, 630 S Saginaw Street, Flint, MI 48502. Individuals who want to participate are to meet in the lobby on the first floor of the building (enter on Saginaw St.). The walk through is not mandatory, however, this will be the only venue and time for contractors to view the work space.

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: 9:00 a.m. (EDT), Tuesday, April 30, 2019
SUBMISSION OF QUESTIONS DUE: 10:00 a.m. (EDT), Thursday, April 25, 2019
WALK-THRU: 10:00 a.m. (EDT), Wednesday, April 24, 2019
PROPOSAL REQUEST NUMBER: #19-186

Derrick Jones, Purchasing Administration

bid2\2019\19-186
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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TABLE OF CONTENTS

SECTION 1 - INSTRUCTIONS TO PROPOSERS	3
SECTION 2 - STANDARD TERMS & CONDITIONS	4
SECTION 3 - ADDITIONAL TERMS & CONDITIONS	5
SECTION 4 - QUALIFICATIONS OF PROPOSERS.....	8
SECTION 5. SCOPE OF WORK	8
SECTION 6. SUPPLEMENTAL CONDITIONS	9
SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS	10
SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE.....	12
PROPOSAL FORM	13
SIGNATURE PAGE.....	14
GENESEE COUNTY INSURANCE CHECKLIST.....	15
REFERENCES	16
CONSTRUCTION WORK CONTRACT.....	17

RFP #19-186 INSTALLATION OF DATACOMM CABLING IN MCCREE BUILDING

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **9:00 a.m. (EDT), Tuesday, April 30, 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. A **walk through** for this project will be held at **10:00 a.m. on Wednesday, April 24, 2019** at the McCree Building, 630 S Saginaw Street, Flint, MI 48502. Individuals who want to participate are to meet in the lobby on the first floor of the building (enter on Saginaw St.). The walk through is not mandatory, however, this will be the only venue and time for contractors to view the work space.
3. 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.
4. **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.
5. Michigan Inter-governmental Trade Network– an alternate review of the RFP **Installation of Datacomm Cabling In McCree Building** can be done at:
<http://www.bidnetdirect.com/mitn>
 - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, 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.

6. 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.
7. 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.
8. 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.
9. 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.

10. Proposal Format: Proposals must be submitted in the format outlined in Section 7. **INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

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 contractors to provide materials and install datacomm cabling in the McCree Building.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Board of Commissioners. The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3560 and djones@co.genesee.mi.us. Email is the preferred method of contact.
3. **Bid Bond:** A bid bond is required upon submission of proposal. Contractor must furnish a bid bond or cashier’s check (payable to Treasurer, County of Genesee) equal to five percent (5%) of the total amount of the submitted proposal price.
4. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Thursday, April 25, 2019 by 10:00 a.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.
5. **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.
6. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of this RFP.
7. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in **Section 7, 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.

8. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
9. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
10. **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.
11. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
12. **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 Monday, April 29, 2019 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.
13. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
14. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
16. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
17. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
18. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
19. **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.
20. **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.
21. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
22. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
23. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

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

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

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

1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. The proposer must be five (5) years of previous direct experience in the provision of the required services referenced in this solicitation.
3. Services provided/worked performed by the proposer for clients identified as references must be described as superior or better by the proposer's references.
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 work.
5. Willingness to supply information requested by the COUNTY concerning a determination of its responsibility. If the proposer fails to supply any requested information, the 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 qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 5. SCOPE OF WORK

Proposals are being solicited from qualified vendors for the provision of materials and installation of datacomm cabling in the new "Friend of the Court" office space, located on the second floor of the McCree Building, 630 Saginaw, Flint, MI.

The Genesee County has developed the following specifications relative to the work to be performed by the successful proposer:

The County is currently in the process of renovating the second floor of the McCree Building for the purpose of housing the Friend of the Courts Division. As part of the renovation, work stations and offices need to be prepped for network cabling. The cabling needs are as follows:

- Cubicles – 76 locations, single CAT 6 cable, from the closest appropriate IDF, terminated at the cubicle using plates and jacks to be provided by the furniture supplier.
- Offices and other locations – 117 locations, duplex (unless otherwise noted on the plan) CAT 6 cables, from the closest appropriate IDF, terminated using plates and jacks to be supplied by the cable installer.
- Backbone – Three, twelve (12) strand, OM3 armored fiber cables, from the building MDF to each of three IDF locations.
- All cables are to be installed, terminated, and tested in accordance with current industry standards.
- IDF locations are indicated on the available electrical plans.
- Cabling proposals should include all necessary materials, including but not limited to a standard, 7', 2-post floor standing equipment rack for each IDF, all necessary patch panels, and appropriate wire management accessories.
- In addition to pricing for the above work, a “per unit” price for additional CAT 6 drops which may be identified during the installation process should be provided.
- A separate, optional, cost for pre-wiring for up to 15 wireless access points should also be included.

SECTION 6. SUPPLEMENTAL CONDITIONS

1. **Reference Form:** All proposers shall include information for current or prior project references similar to the requested services referenced in this solicitation (see Reference Page). The name, address, and telephone numbers of the appropriate contact for each reference shall be submitted as part of the proposal. Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.
2. **Surety Bonds:**
 - A. **Performance Bond:** The successful proposer must provide a Performance Bond insuring the Contractor’s performance of awarded structures/projects.
 - B. **Payment Bond:** The successful proposer must provide a Materials & Labor Payment Bond insuring that the Contractor’s subcontractors will be paid according to their subcontracts.
 - C. **General Conditions:** The Performance and Payment Bonds must be issued by a surety authorized to issue bonds in the State of Michigan and

must have a penal amount at least equal to 100% of the total amount due to the Contractor under this Agreement. In addition, the surety bonds must be submitted to the County as a condition of contract execution. The County reserves the right to reject any surety proposed by the successful proposer if the County, in its sole discretion, determines that the surety proposed by the successful proposer is unable to provide adequate protection for the County.

3. **Payment:** Payment shall be made to the contractor(s) for the successful completion of the work outlined in this proposal within 60 day and upon complete satisfaction of the COUNTY.
4. **Prevailing Wage Requirement:** All contractors and subcontractors shall pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

Administrative Proposals

- 1) **Work Plan:** Describe in narrative form your plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include the number of labor hours you have allocated for each task including cost per labor hour. State the amount of time for completion from the date of Notice to Commence.
- 2) **Labor Requirements, Staff Qualifications & Experience:** The contractor must be able to provide an appropriate, experienced and knowledgeable team. Include the number personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
- 3) **Statement of the Project:** State in precise terms your understanding and interpretation of the project requirements. Include a narrative description of the product that will be delivered.
 - a) Description of your company's "Safety Program" to be used while performing the required services. Include a copy of the Safety Program.
 - b) Please describe any lawsuits that were filed against your company in the last five (5) years and the results of those lawsuits.
 - c) Please describe any mediation or arbitrations your company has been involved with in the last five (5) years and the results of those arbitrations/mediations.
- 4) **Furnish a bid bond or cashier's check (Payable to Genesee County Treasurer) equal to 5 percent (5%) of the total amount of the submitted proposal price.**

- 5) Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere. Genesee County welcomes innovative and unique strategies from proposers.

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 1.7 for clarification.
3. Completed "Proposal Form"
4. Signed Signature Page: See page 14 of this solicitation.
5. Executed Insurance Checklist: See page 15 of this solicitation.
6. References: See page 16 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.

SECTION 8 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of the Genesee County to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer for each structure referenced in Section 5 Scope of Work and the Proposal Form. As such, the COUNTY may award proposals to multiple proposers in the best interest of the COUNTY.

The following criteria, in order of importance, will be used in the evaluation of submitted proposals relative to the individual structures referenced in Section 5 Scope of Work and the Proposal Form:

- Total Cost to perform requested services. 45 points**
- Proposer's capabilities and qualifications to perform the work 35 points**
- Proposer's references 10 points**
- Responsiveness of proposal 10 points**

PROPOSAL FORM

GENESEE COUNTY RFP #19-186

Owner:

Genesee County
1101 Beach St.
Flint, MI 48502

To:

Genesee County Purchasing Department
Genesee County Administration Building
1101 Beach Street, Room 361
Flint, MI 48502

Contractor must complete the following table:

Requested Task	Quantity	Unit Price	Total
Cubicles – single CAT 6 cable, from the closest appropriate IDF, terminated at the cubicle using plates and jacks to be provided by the furniture supplier.	76		\$
Offices and other locations – duplex (unless otherwise noted on the plan CAT 6 cables from the closest appropriate IDF, terminated using plates and jacks to be supplied by the cable installer.	117		\$
Backbone – twelve strand, OM3 armored fiber cables, from the building MDF to each of three IDF locations	3		\$
Labor cost to complete project			\$
Total Cost to complete project			\$
Optional – please provide pricing to perform pre-wiring access points	15		

Upon receipt of a notice to commence, the contractor will be able to complete the work within _____ days.
(fill in number of days)

The proposer having familiarized himself/herself with all local conditions likely to be encountered affecting the cost of the work and having carefully examined the Solicitation Documents, does hereby propose to furnish all labor, materials, tools and equipment, and services necessary to perform and complete in a workmanlike manner required in connection with the above set forth project, all in accordance with the Solicitation Documents dated

SIGNATURE PAGE
GENESEE COUNTY RFP #19-186
Installation of Datacomm Cabling In McCree Building

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.

____ 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

Proposal Title Installation of Datacomm Cabling In McCree Building

Proposal Number 19-186

Coverages Required

Limits (Figures denote minimums)

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 checked="" 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

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

CONSTRUCTION WORK CONTRACT

This Contract for Professional Work (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**, whose principal place of business is located at **Contractor Address** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Scope of Work

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

2. Work Schedule

2.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the "Work Schedule") indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.

2.2 The Work Schedule shall indicate that the Work must be substantially complete within _____ days of execution of this Contract, with a date of final completion within _____ days of execution.

2.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

3. Compensation

The Contractor shall be paid a lump sum of \$ _____ for the performance of the Work. The Contractor will be paid according to the **Payment Schedule described in Exhibit B**. Upon completion of the Work, 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.

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

5. Contract Administrator

The contract administrator for this Contract is Joshua Freeman, Board and Capital Coordinator (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.

6. Inspection and Acceptance

All goods and equipment provided with the Work 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.

7. Prevailing Wage Addendum

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

8. Warranties

The Contractor warrants that:

- 8.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 8.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications.
- 8.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 8.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 8.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.
- 8.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

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

9. Insurance Requirements and Indemnification

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

9.1 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.

9.2 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 Work or presence on the County's property or worksite.

10. Suspension of Work

10.1 Order to Suspend Performance

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

10.2 Necessary Actions Before Suspension

If immediate suspension of the Work 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.

11. Bonds.

The Contractor must furnish separate performance and payment bonds to the Customer. The performance and payment bonds must set forth a penal sum in an amount not less than 95% of the Contract Sum. Each bond furnished by the Contractor must incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in the bonds. The penal sum of both the performance and payment bonds will be automatically increased in the amount of any increase to the Contract Sum. The performance and payment bonds furnished by the Contractor must be issued by a surety, or sureties acceptable to the County.

12. Termination

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13. **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 Work 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.

14. **Freedom of Information Act**

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

15. **Audit Rights**

15.1 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.

15.2 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.

15.3 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.

15.4 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.

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, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Work 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Contract 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: _____

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EXHIBIT A
Description of the Work

The cabling needs are as follows:

- Cubicles – 76 locations, single CAT 6 cable, from the closest appropriate IDF, terminated at the cubicle using plates and jacks to be provided by the furniture supplier.
- Offices and other locations – 117 locations, duplex (unless otherwise noted on the plan) CAT 6 cables, from the closest appropriate IDF, terminated using plates and jacks to be supplied by the cable installer.
- Backbone – Three, twelve (12) strand, OM3 armored fiber cables, from the building MDF to each of three IDF locations.
- All cables are to be installed, terminated, and tested in accordance with current industry standards.
- IDF locations are indicated on the available electrical plans.
- Cabling proposals should include all necessary materials, including but not limited to a standard, 7', 2-post floor standing equipment rack for each IDF, all necessary patch panels, and appropriate wire management accessories.
- In addition to pricing for the above work, a “per unit” price for additional CAT 6 drops which may be identified during the installation process should be provided.
- A separate, optional, cost for pre-wiring for up to 15 wireless access points should also be included.

EXHIBIT B
Payment Schedule

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EXHIBIT C
Prevailing Wage Addendum

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

issue shall compensate the Auditor for the compliance audit at the rates specified in Exhibit B. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates specified in Exhibit A. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.

- 10.** The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.

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