



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

June 24, 2019

GENESEE COUNTY REQUEST FOR PROPOSAL

Genesee County is accepting proposals for annual financial and compliance audits of the 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 or on our website.

Proposals will be received at:

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

Each offeror is responsible for labeling the 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:

Proposal Number: # 19-196

Proposal Name: Financial and Compliance Audit Services for GCMPC

Pre-Bid Meeting will be held on Thursday, July 11, 2019 at 9:30 a.m.,

Questions due by: Tuesday, July 18, 2019 by 5:00 p.m. (EDT)

Proposal DUE DATE: 3:00 p.m. (EDT), Thursday, July 25, 2019

Derrick Jones

Purchasing Administrator

bid2\2019\19-196

Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

gc4me.com

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SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Proposals will be received until **3:00 p.m., Thursday, July 25, 2019** at the Genesee County Purchasing Department. The 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.**

Genesee County Purchasing Dept.
Administrative Building
1101 Beach Street, Room 361
Flint, MI, 48502.

2. **Pre-Bid Meeting will be held on Thursday, July 11, 2019 at 9:30 a.m.,**
 - a. **Assemble Metropolitan Planning Commission at 1101 Beach St, room 223.**
3. **Submit one (1) original hardcopy (1) copy and one (1) electronic copy** of your proposal to the Genesee County Purchasing office. The proposal must include a signature on the Signature Page of a person authorized to make a binding offer. 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. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
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 with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. 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.
6. 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.

7. 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 10. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS AND 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 AND CONDITIONS

1. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission. The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, (810) 257-3030 and djones@co.genesee.mi.us.
2. **Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Thursday, July 18, 2019 by 5:00 p.m. (EDT), to the Purchasing Department contact 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.
3. **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 sent to the requested proposers. Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 8 & 9. 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.
5. **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.

6. **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 contact as listed above.
7. **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.
8. **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 – INSURANCE

1. 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.
2. 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.
3. 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 5 – MINIMUM QUALIFICATIONS

1. 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 appropriate material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.
2. At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

- a. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
 - b. The proposer must be primarily engaged in providing the services as outlined in the Scope of Services.
 - c. The proposer must comply with all licensing requirements of the State of Michigan and Federal Government.
 - d. Must have at least three (3) years of qualifying, direct experience, in the provision of security services.
 - e. Services provided to clients within the past three (3) years must have been satisfactory or better, as evaluated by the proposer's client references. All client references will be asked to rate a proposer's services as unsatisfactory, satisfactory, or superior. In addition, client references must provide a satisfactory rating for integrity demonstrated by the proposer.
 - f. 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 ensure that competent persons will be utilized in the performance of the contract.
3. 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 6 - PURPOSE

1. Genesee County Metropolitan Planning Commission (GCMPC) is inviting proposals from prospective proposers who are qualified under Michigan law and regulations to perform annual financial and compliance audits of the GCMPC. Proposers shall work in accordance with the requirements of the State of Michigan and the Federal Government. The audit period is for the fiscal year ending September 30, 2019, and the contract may be renewed to include fiscal years ending September 30, 2020 and September 30, 2021.

SECTION 7 - SCOPE OF WORK

1. The auditor shall perform a financial and compliance audit(s) of the financial statements of all funds, grants and contracts of GCMPC. These audits shall be conducted in accordance with generally accepted government auditing standards and any applicable federal management circulars.
2. GCMPC will provide adequate office space for the efficient conduct of the audits and provide normal staff assistance during the audit, not including preparation of work papers and schedules.
3. The auditor shall, as part of the written report of the audit(s), submit to the Planning Commission a report containing an expression of opinion that the financial statements are fairly stated, or a modified opinion as to certain funds in the financial statements, or a disclaimer of opinions and the reasons therefore, and shall explain

in detail any unusual items or circumstances under which the auditor was unable to reach a conclusion. The report shall state that generally accepted government-auditing standards have been followed in the audits.

4. The organization and content of the Report of Examination (ROE) shall be in accordance with generally accepted government auditing standards and substantially the same as the ROE; which will be available for review at the Pre-proposal Meeting.
5. The major portion of the audit(s) organized and scheduled by the auditor will begin no later than December 5th, of each year. The ROE shall be presented in draft form by January 2nd, of each year. The ROE shall be completed and delivered to the Planning Commission no later than February 1st, of each year.
6. The auditor shall retain working papers for not less than five (5) years, which shall be available to GCMPC for reference if requested.
7. All reports will be the responsibility of the auditor for typing, proofing and printing of the final copy. Twenty (20) copies of the ROE's and a PDF shall be delivered to the Planning Commission for distribution to the separate entities.

SECTION 8 - TECHNICAL PROPOSAL

1. In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to the availability of the appropriate material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements.
 - a. *Include a narrative that addresses these qualifications and include the information as outlined below in the technical proposal.*
2. **Capability:** This factor includes the ability of an eligible contractor/offeror to meet the terms of this RFP. Emphasis will also be placed on the soundness of the contractor's approach to the work as presented in the Statement of the Project, Management Summary and Work plan. Emphasis will also be placed on performance of the work within the required time limits.
3. **Prior Experience:** This refers to the nature and extent of prior experience with similar projects, including the years that the firm or organization has been in business and the list of references provided of appropriate client organizations.
4. **Price:** Cost information as referenced below. This includes a not to exceed price for Fiscal Years 2019, 2020 and 2021.

Labor Costs: show the following for each category of personnel with a different rate per hour:

- a) Category; e.g., Partner, Manager, etc.
- b) Name of Personnel

- c) Estimated hours
 - d) Rate per hour
 - e) Total cost for each category and for all labor needs
5. Professional Personnel: This refers to the competence of the professional personnel who would be assigned to the job by the prospective offeror. Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to that described in this RFP. Emphasis will also be placed upon the qualifications of the project manager and the amount of dedicated management planned for this project by the auditor.
6. Responsiveness of Proposal: This criterion refers to the proposal submitted conforming to all the requirements stated in this RFP.

SECTION 9 - 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 & 9)
- 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 one (1) additional hard copies of your Proposal
- 4. Signature Page (attached)
- 5. Insurance Checklist (attached)
- 6. References Page (attached)
- 7. Cost Proposal (attached)
- 8. Technical Proposal (Section 8). The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, stapled or binder clip, in a business-style typeface with a font size of no less than 11 point. No three ring binders, etc.

SECTION 10 – EVALUATION AND SELECTION PROCEDURE

- 1. 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.

2. 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.
3. 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.
4. 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.
5. 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 11 - EVALUATION CRITERIA

1. 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.
2. Evaluators use a ranking of 1 to 5 points for grading the responses to a RFP.

Points are defined as follows:

- a. **Unresponsive (1pt)** to the requirements of the criteria. Submission fails to meet requirements and the approach has no probability of success.
- b. **Marginally Effective (2pt)**: Proponent's proposal demonstrates a minimal ability to reach the goals and objectives of the procurement. Falls short of expectations and has a low probability of success.
- c. **Effective (3pt)**: Proponent's proposal demonstrates a fair ability to reach the goals and objectives of the procurement. Partially meets requirements of the criteria. Has reasonable probability of success. Some objectives may not be met.
- d. **Highly Effective (4pt)**: Proponent's proposal demonstrates a good ability to reach the goals and objectives of the procurement. Fully responsive to the

requirements of the criteria. Very good probability of success. Achieves all objectives in reasonable fashion.

- e. **Outstanding (5pt):** Proponent's proposal exceeds expectation and demonstrates an excellent ability to reach the goals and objectives of the procurement. Exceeds all requirements of the criteria. The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative.

Category	Points
Capability	1-5
Prior Experience	1-5
Price	1-5
Professional Personnel	1-5
Responsiveness of Proposal	1-5

COST PROPOSAL

PROJECT: Financial and Compliance Audit Services for GCMPC

NAME OF VENDOR: _____

SERVICE ADDRESS: _____

CITY, STATE, ZIP: _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

The undersigned vendor, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:

Annual cost - Not To Exceed	
2019	\$
2020	\$
2021	\$

Attach addition cost breakdown per category of each personnel as follows:

1. Title
2. Name
3. Estimated hours
4. Rate per hour
5. Total cost for each personnel

Title/Name	Estimated Hours	Rate/hour	Total cost/per person
1.			
2.			
3.			

PROPOSAL SIGNATURE:

Name (Print): _____

Signature: _____

Title: _____

Company: _____

Date: _____

SIGNATURE PAGE

1. The undersigned represents that he or she:
 - a) Is duly authorized to make binding offers on behalf of the company,
 - b) Has read and understands all information, terms, and conditions in the solicitation,
 - c) Has not engaged in any collusive actions with any other potential vendors for this solicitation,
 - d) 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,
 - e) 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.

2. **Addenda:**

- a) The undersigned hereby acknowledges receipt of the following addenda:

Number	Date issued

3. **Exceptions** to Solicitation and/or Standard Contract (Section 3,7): No | Yes

- a) If yes, include attached statement

4. **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.

Business Name

Printed Name & Title

Signature

Date

Additional contact person or representative for matters regarding this solicitation:

Printed Name & Title

Phone Fax Email

INSURANCE CHECKLIST

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

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

ATTACHMENT 1 Draft – PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the “Agreement”) is made this ___ day of _____, 20___, 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 # _____ 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 is effective upon approval by the Genesee County Board of Commissioners (the “Board”) and shall be effective for a one (1) year term (the “Initial Term”).

2.2 Extension Terms

The Board has the option to extend this Agreement for up to two (2) additional one-year terms (the “Extension Terms”).

3. Purpose

Genesee County is requesting proposals to contract with _____ to provide _____ services for _____

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 the FINANCIAL COST PROPOSAL. The total amount paid to the Contractor shall not exceed \$ _____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as reports and time sheets. The County will pay the Contractor within thirty (30) 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 B.

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 and Indemnification**

The Contractor warrants that:

- 10.1 The Services will be performed in a good 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 maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.

10.6 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 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 Director, 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 Director 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 Director of the nature of such harm, injury, or damage, and obtain the Director's written authorization to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Director 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.

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. **Insurance Requirements**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist contained in the RFP. Further the contractor shall keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy. The Contractor further agrees

to provide certificates of insurance to the county evidencing the coverages specified below, and including the County as an additional insured.

19. Independent Contractor

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

20. General Provisions

20.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

20.2 No Assignment

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

20.3 Modification

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

20.4 Binding Effect

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

20.5 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement 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.

20.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

20.8 Interpretation

Each Party has had opportunity to have this Agreement 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 Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

DRAFT

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

CONTRACTOR NAME

GENESEE COUNTY

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Ted Henry
Chairman Genesee County Board of
Commissioners

Approved as to Form and Legality

By: _____
Genesee County Corporation Counsel

DRAFT

EXHIBIT A
Description of the Services

DRAFT

EXHIBIT B
Reports Required from the Contractor

DRAFT

EXHIBIT C
Contractor's Projected Budget
Date to Date

DRAFT

EXHIBIT D
Insurance Checklist

DRAFT