



GENESEE COUNTY PURCHASING

A Division of the Genesee County Office of Fiscal Services

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030

www.gc4me.com

Chrystal Simpson, CPA
Chief Financial Officer

January 14, 2021

GENESEE COUNTY INVITATION TO BID #20-234

Sealed bids will be received until **2:00 p.m. (EST), Thursday, February 11, 2021**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Solid Waste Removal-Disposal and Recycling 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.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the bid response with the bid number, bid name, bid due date and time, and your firm's name.

The bid request number and due date for this ITB are:

DUE DATE:	2:00 PM (EST), Thursday, February 11, 2021
QUESTIONS DUE:	Thursday, January 29, 2021, before 5:00 PM
BID REQUEST NUMBER	#20-234

Denise Moomey
Denise Moomey, Purchasing Manager

bid2\2020\20-234
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

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ITB #20-234 Solid Waste Removal-Disposal and Recycling

SECTION 1 - INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until **2:00 p.m. (EST), Thursday, February 11, 2021**, 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 sealed envelope containing the bid response as described on page 1. **LATE BIDS AND BIDS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. The County Building will be open for vendors to drop off their submissions. The County has adopted rules for individuals that enter the premise that are in compliance with State regulations. Please note that individuals who enter the County Building must show the security guard your bid envelope, have on the proper face covering, and may be subjected to screening and answering questions before entering the building. Upon entrance, please proceed to room 361 to drop off your bid.
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 bid.** All bids submitted 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 bid 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 bid. Bids may not be submitted at the MITN site for this offering.
5. All submissions will be time stamped by an individual within the Office of Fiscal Service Department. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Bidder's responsibility to insure that its bid is time stamped by the Fiscal Services Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 9:00 a.m. to 4:00 p.m. Local Time, Monday through Friday, legal holidays as exception (hours are subject to change).
6. Michigan Inter-governmental Trade Network– an alternate review of this bid under **Bid #20-234 Solid Waste Removal-Disposal and Recycling 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](https://www.mitn.info/Registration.asp?ID=2340) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](https://www.mitn.info/Registration.asp?ID=2340) support department toll free 1-800-835-4603.

7. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this ITB, 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 bid.
8. All prospective bidders 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 bidder to obtain addenda and other information issued at any time related to this ITB.
9. Insurance must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Insurance requirements are provided in this document on page 11. Failure to comply with these provisions will cause termination of the agreement.

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, and any local government entity being serviced under an agreement, against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

10. Bids must be submitted in the format outlined in SECTION 6 - INFORMATION REQUIRED FROM BIDDERS 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 ITB, Genesee County (“the County”) is soliciting bids from qualified individuals who can provide said services to the County as requested by Genesee County.
2. **Issuing Office:** This ITB is issued by the Genesee County Purchasing Department on behalf of Genesee County. The contact person is Denise Moomey, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3195, and dmoomey@co.genesee.mi.us. Email is the preferred method of contact.
3. **Addenda:** Genesee County reserves the right to amend and provide clarification of this ITB prior to the date for bid submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all bidders shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
4. **Responsive Bids:** To ensure proper consideration, all bidders are encouraged to submit a complete response to this ITB using the format outlined in Section 6, INFORMATION REQUIRED FROM BIDDERS. In addition, at least one of the paper bids must be signed with an **original signature** of the official authorized to bind the bidder to its provisions.
5. **Validity Period:** Any bid submitted as a result of this Invitation to Bid shall be binding on the bidder for 120 calendar days following the due date.
6. **Disclosure:** All information in an offeror’s bid 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 bidder wishes to designate any portion of their submission as “confidential” or “proprietary,” the bidder must contact the Purchasing Manager prior to submission of the bid. All requests regarding disclosure and requests for confidentiality of a bid response to this ITB shall be submitted in writing and received **no later than noon, Thursday, February 11, 2021**, to the Genesee County Purchasing Department as listed above.
7. **Statement of Exceptions:** The bidder shall furnish a statement giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the bid. Failure to furnish this statement shall mean that the bidder agrees to meet all requirements set forth in this solicitation.
8. **Acceptance of Bid Content:** It is proposed that, if a contract is entered into as a result of this ITB, the ITB will serve as the basis for the contract. The contents of the bid 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.

9. **Questions & Inquiries:** All questions regarding this ITB shall be submitted in writing and received no later than **Thursday, January 29, 2021 before 5:00 PM (EST)** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this ITB. No verbal interpretation to any respondent as to the meaning of any requirement stated in this ITB shall be binding on Genesee County. All responses to questions regarding this ITB shall be issued in writing and distributed as an addendum by Genesee County.

SECTION 4 - SCOPE OF SERVICES

Solid Waste Collection and Removal

Genesee County reserves the right to add services or change container sizes at any time during the course of the contract per the prices provided on the Bid Form.

The successful contractor shall:

- Be responsible for the collection, transportation, and disposal of solid waste generated at designated facilities in accordance with all local, state, and federal laws.
- Provide and place containers for the collection of solid waste materials generated at each designated facility in the sizes and locations listed on the bid form. Containers shall be like new when first placed. The contractor shall maintain all containers (including lids) in good and working condition and shall, at their own expense, replace any containers, or lids, that are shown to be in poor condition.
- Collect solid waste on a regularly scheduled basis, determined by the County and agreed upon by the Contractor. Certain containers shall be placed on "will call" status in off seasons, as determined by the County.
- Maintain a clean area around dumpsters including picking up and removing any debris created as a result of the collection activity.
- Be able to respond to any irregularities in waste generation. The contractor shall respond within 24 hours to any unforeseen/special pick-ups requested by the County.

The initial terms of this agreement will be three (3) years plus two (2), one (1) year extensions, upon mutual agreement. The selected vendor will execute a contract that represents services for the county, and selected vendor will receive an annual purchase order for each of the departments requesting services.

SECTION 5 - MINIMUM QUALIFICATIONS OF BIDDERS

In order to qualify for award, a bidder 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 bid will be considered from any bidder lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

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

1. The bidder must be primarily engaged in providing the services as outlined in the Scope of Services.
2. The bidder shall have significant experience in providing the services referenced in this solicitation.
3. The bidder shall not have a record of violating any standards of any Federal, State, or Local regulations deemed serious violations by Genesee County.
4. Bidders shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
5. Bidders shall have the appropriate licenses, certifications and designations as required by all local, state and federal agencies/government entities.

If a prospective bidder does not possess the above minimum qualifications, Genesee County shall not consider its bid for contract award.

SECTION 6 - INFORMATION REQUIRED FROM BIDDERS

Bid Format

Qualified bidders interested in providing the services described herein are required to submit a complete (responsive) bid for consideration. The bid shall address the items listed below.

All bids received must consist of the following items, in the required format stated in this section, for a bid to be deemed responsive:

1. Submit one original, one hardcopy, and one electronic version of your bid.
2. All bids shall include the ITB cover page and all additional pages of the ITB with the bidders complete bid, include:
 - A. Signed Signature Page (page 10)
 - B. Executed Insurance Checklist (page 11)
 - C. References (page 12) – Provide at least three (3) references of similar sized contracts serviced during the past two (2) years. Genesee County reserves the right to obtain information regarding the ability of any prospective bidder to perform and contact references. Such information shall be taken into consideration in evaluating bids.
 - D. Cost Proposal Form (page 13) – All fees for the provision of services shall be included on this form. Pricing for this contract shall be as indicated on this form with a firm fixed price through September 30, 2022. The containers and frequencies referenced in this solicitation are approximate and could change with no guarantees. Provide pricing on each line item as grouped on the Bid Form. The County reserves the right to make multiple contract awards.

- E. Proposed Payment Schedule – All bidders shall include with the bid a proposed payment schedule for the payment of all costs, as detailed in the bid submitted.
 - F. Statement of Exceptions
 - G. Debarment & Suspension Information – Provide with the bid submission disclosure of whether the bidder, or its principals, is or is not debarred, suspended, or proposed for debarment.
3. Describe the capabilities and experience of your firm to provide the proposed waste removal/disposal and recycling services, include:
- A. Business Organization:
State the full name, principal place/address of your organization, type of business entity (sole proprietorship, LLC, Corporation, etc.), and the branch office or other subordinate element that will perform or assist in performing the work (if applicable).
 - B. Ability to Perform Required Services:
 - Provide a list of equipment including function and capacity of the equipment, which will be utilized in performing the requested services.
 - Include a narrative stating firm’s experience and length of time providing the required services.
 - C. Management Summary:
State a plan for the services to be provided, include such information as proposed time of day for the service, number of times per week, etc.
 - D. Provide information on waste removal/disposal and recycling services available.
 - E. Include a statement or company policy on customer satisfaction and service.
4. Permit & Landfill Identification – Bidders shall enclose a current State of Michigan Permit for waste disposal with their submitted bid and identify which landfill will be used for this contract.
5. Evidence of Financial Stability – All bidders must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the bidder must be clearly explained in the bid.

SECTION 7 - EVALUATION AND SELECTION PROCEDURE

The Evaluation Committee will examine bids to eliminate those that are clearly non-responsive to the stated requirements. Therefore, bidders should exercise particular care in reviewing the Minimum Qualifications of Bidders and the Information Required from Bidders (Bid Format) in this ITB.

The Evaluation Committee will evaluate bids individually based on the evaluation criteria referenced in this ITB. Each evaluator’s ranking for each bid will be compiled. Based upon the ranking of bids, the Evaluation Committee may develop a short list of bids that are reasonably susceptible of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations (interviews) by

shortlisted bidders and conduct negotiations for the purpose of obtaining best and final offers. Based on presentations (interviews) of shortlisted firms and the best and final offers received (if required) the Evaluation Committee will re-evaluate and rank the offers submitted by the shortlisted firms.

Once the ranking process is complete, the Evaluation Committee will review and recommend to the Genesee County Board of Commissioners a contract award to the apparent successful bidder.

SECTION 8 - EVALUATION CRITERIA

It is the intent of Genesee County to conduct a comprehensive, fair, and impartial evaluation of bids received. Award shall be made to the responsible offeror(s) whose bid is determined to be most advantageous to Genesee County. The following criteria will be used in the evaluation of submitted bids:

EVALUATION CRITERIA	POSSIBLE POINTS
1. Ability and capacity of the bidder to provide the required services	25
2. Experience of the firm with the provision of similar services as referenced in this solicitation	20
3. Cost - unit prices, monthly cost/prices & total cost/prices	20
4. Past performance with cities or counties in similar size as Genesee County	20
5. References	10
6. Responsiveness of Bid - Degree of completeness of response to the ITB and degree to which the offeror followed instructions for submittal	5
TOTAL POINTS AVAILABLE	100

SIGNATURE PAGE

GENESEE COUNTY ITB #20-234

SOLID WASTE REMOVAL-DISPOSAL RECYCLING 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 ITB,
3. has not engaged in any collusive actions with any other potential proposers for this ITB,
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 ITB:

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 ITB

CONTACT NAME POSITION

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX E-MAIL

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

**20-234 ITB – Solid Waste Removal – Disposal
Recycling Services - Purchasing**

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 20-234 ITB

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: _____

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:

COST PROPOSAL FORM

ITB #20-234 SOLID WASTE REMOVAL-DISPOSAL AND RECYCLING SERVICES

1. Scheduled Solid Waste Collection and Removal:

GENESEE COUNTY PARKS AND RECREATION

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
1	Parks Administration Bldg. 5045 E. Stanley Road Flint, MI 48506	1 - 6 yd. cardboard recycling	1 per week (Fri.)				
2	Bluebell Beach 5500 Bray Road Flint, MI 48505	2 - 8 yd.	2 per week (Mon./Fri.)				
3	Bluegill Boat Launch 4045 Coldwater Road Flint, MI 48506	1 - 3 yd.	1 per week				
4	Buell Lake County Park 14098 N. Genesee Road Clio, MI 48420	2 - 3 yd. 1 - 6 yd.	1 per week				
5	Crossroads Village 6140 Bray Road Flint, MI 48505	3 - 8 yd. 5 - 6 yd.	2 per week (Mon./Fri.)				
6	Crossroads Village 6140 Bray Road Flint, MI 48505	1 - 40 yd. Open Top Container	Will Call	Cost will be per the fee schedule below for "Open Top Containers"			
7	E.A. Cummings Center 6130 E. Mt. Morris Road Mt. Morris, MI 48458	1 - 8 yd.	1 per week				
8	Flushing County Park 4417 N. McKinley Road Flushing, MI 48433	5 - 6 yd. 1 - 3 yd.	1 per week (Fri.)				
9	For-Mar Nature Center 5285 Davison Road Burton, MI 48509	1 - 6 yd.	1 per week				
10	Goldenrod Disc Golf Course 6405 Irish Road, Davison, MI 48423	1 - 6 yd.	1 per week				
11	Linden County Park 15349 S. Linden Road Linden, MI 48451	5 - 6 yd.	1 per week (Fri.)				
12	Maintenance Garage G-5055 Branch Road Flint, MI 48506	1 - 6 yd.	1 per week				
13	Max Brandon Park 3606 DuPont Street Flint, MI 48504	2 - 6 yd.	2 per week (Mon./Fri.)				
14	McKinley Park 3102 Collingwood Parkway Flint, MI 48503	1 - 6 yd.	1 per week				
15	Mounds ORV Park 6145 E. Mt. Morris Road Mt. Morris, MI 48458	1 - 6 yd.	1 per week				
16	Richfield County Park 6322 N. Irish Road Davison, MI 48423	4 - 6 yd. 1 - 3 yd.	1 per week				
17	Stepping Stone Falls G-5161 Branch Road Flint, MI 48506	1 - 6 yd.	1 per week				
18	Wolverine Campground 7698 N. Baxter Road Columbiaville, MI 48421	5 - 8 yd.	2 per week (Mon./Fri.)				
19	Walleye-Pike Boat Launch 7240 N. Henderson Road Davison, MI 48423	1 - 6 yd. 1 - 8 yd.	1 per week				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY DRAIN COMMISSION

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
20	Genesee County Drain 2053 Mill Rd. Flint, MI 48532	1 – 6 yd. 2 – 10 yd. Roll off	1 per week 2 per month				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY MEDICAL EXAMINER

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
21	GC Medical Examiner 4800 S. Saginaw St., Suite 1200 Flint, MI 48507	1 – 2 yd.	Every 2 weeks				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE VALLEY REGIONAL CENTER

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
22	GVRC 4287 Pasadena Ave. Flint, MI 48504	2 – 6 yd.	-Trash 2/week (Tue./Fri.) -Recycle every other Wed.				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY COMMUNITY ACTION RESOURCE DEPARTMENT

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/23)	Annual Cost Year 2 (10/01/23-09/30/24)	Annual Cost Year 3 (10/01/24-09/30/25)
23	GCCARD 601 N Saginaw St. Flint, MI 48502	1 – 8 yd.	2 per week				
24	GCCARD 2727 Lippincott Blvd. Flint, MI 48507	1 – 8 yd. 1 – 6 yd. 1 – 42 yd.	2 per week 2 per week Cardboard recycle- Will Call				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY BUILDING AND GROUNDS

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
25	Administration Bldg. 1101 Beach St. Flint, MI 48502	1 – 8yd. Recycling	M/W/F				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY CORPORATION COUNSEL

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
26	Courthouse 900 S. Saginaw St. Flint, MI 48502	1 – 8yd. Recycling	M/W/F				
27	McCree 630 S. Saginaw St. Flint, MI 48502	1-40 yd. Roll off Recycling	As needed				
28	Burton Court 4094 Manor Dr. Burton, MI 48509	1 – 2yd.	1 per week				
29	Grand Blanc Court 8173 S. Saginaw St. Grand Blanc, MI 48439	1 – 2yd.	1 per week				
30	Mt. Morris Court 11820 N. Saginaw St. Mt. Morris, MI 48458	1 – 2yd.	1 per week				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY PROBATION

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
31	Haley Bldg. 816 Beach St. Flint, MI 48502	1 – 6 yd.	M/W/F				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY MOTOR POOL

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
32	Motor Pool 914 Harrison St. Flint, MI 48502	1 – 3 yd.	1 per week				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY HEALTH DEPARTMENT

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
33	Burton Health Center 3373 S. Saginaw St. Burton, MI 48509	1 – 6 yd.	T/F				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY ANIMAL CONTROL

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
34	Animal Control 4351 W. Pasadena Ave. Flint, MI 48504	1 – 8 yd.	T/F				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

GENESEE COUNTY JAIL

Facility Number	Facility Name/Address	Containers	Frequency	Monthly Cost	Annual Cost Initial Year (Award - 09/30/22)	Annual Cost Year 2 (10/01/22-09/30/23)	Annual Cost Year 3 (10/01/23-09/30/24)
35	Genesee County Jail 1002 S. Saginaw St. Flint, MI 48502	1 – 32 yd. Roll off	As needed				
TOTAL				\$0.00	\$0.00	\$0.00	\$0.00

OVERALL TOTAL				\$0.00	\$0.00	\$0.00	\$0.00
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2. Extra Container Pick-Ups and Container “Will Call” Pricing:

The following are charges for extra pick-ups of scheduled containers and pick-ups of containers on “Will Call” status:

Container Size	Cost per Dump Initial Year (Award - 09/30/23)	Cost per Dump Year 2 (10/01/23-09/30/24)	Cost per Dump Year 3 (10/01/23-09/30/24)
8 yd.	\$	\$	\$
6 yd.	\$	\$	\$
3 yd.	\$	\$	\$
2 yd.	\$	\$	\$

3. Open Top Container Pricing:

The following are the charges for Open Top Containers. The Cost per Unit below includes all costs associated with delivery, pickup and disposal of the material in the container. No additional costs will be paid beyond the costs indicated below. Genesee County shall not pay any rental costs associated with an Open Top unit that is on site for any extended period of time.

Container Size	Max. Tons Allowed Per Container	Cost Per Unit Initial Year (Award - 09/30/22)	Cost Of Disposal Per Additional Ton Initial Year (Award - 09/30/22)	Cost Per Unit Year 2 (10/01/22-09/30/23)	Cost Of Disposal Per Additional Ton Year 2 (10/01/22-09/30/23)	Cost Per Unit Year 3 (10/01/23-09/30/24)	Cost Of Disposal Per Additional Ton Year 3 (10/01/23-09/30/24)
10 yd.		\$	\$	\$	\$	\$	\$
20 yd.		\$	\$	\$	\$	\$	\$
30 yd.		\$	\$	\$	\$	\$	\$
40 yd.		\$	\$	\$	\$	\$	\$

CONTRACT FOR SERVICES
PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **SELECTED CONTRACTOR**, whose principal place of business is located at _____ (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of County Commissioners. NON-APPLICABLE

2. Term

2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **September 30, 2024**. (“Initial Term”).

2.2 Extension Terms

The County has the option to extend this Contract for up to two (2) additional one (1) year terms (the “Extension Terms”).

3. Scope of Work

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

4. Compensation

The Contractor shall be paid a flat fee of \$ _____ for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

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

6. Contract Administrator

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

7. Warranties

The Contractor warrants that:

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

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

8. Suspension of Work

8.1 Order to Suspend Performance

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

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

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

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment,

because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

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

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

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

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

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

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

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

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 Headings

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

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

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

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

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

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

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Martin Cousineau, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

This information will be provided upon mutual agreement between the County and selected vendor.

DRAFT