August 27, 2020

GENESEE COUNTY REQUEST FOR PROPOSALS #20-225

Sealed proposals will be received until 2:00 p.m. (EDT), Thursday, September 24, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for Veterinary Services at Genesee County Animal Control.

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 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:

<table>
<thead>
<tr>
<th>DUE DATE:</th>
<th>2:00 PM (EDT), Thursday, September 24, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUESTIONS DUE:</td>
<td>Monday, August 14, 2020, before 5:00 PM</td>
</tr>
<tr>
<td>PROPOSAL REQUEST NUMBER</td>
<td>#20-225</td>
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</tbody>
</table>

Derrick Jones, Purchasing Administrator

bid2\2020\20-225

Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com
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RFP #20-225 Veterinary Services at Genesee County Animal Control

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 2:00 p.m. (EDT), Thursday, September 24, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

2. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.

3. **Submit one original, one paper copy and one electronic copy of your proposal.** Cost information must be in a separate envelope and should not be part of the electronic copy (see section 6 for more details). All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the MITN site for this offering.

4. Michigan Inter-governmental Trade Network– an alternate review of this proposal under **Proposal # 20-225 Veterinary Service @ Genesee County Animal Control** can be done at [https://www.bidnetdirect.com/mitn](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) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at http://www.gc4me.com/departments/purchasing for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

7. The County’s Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link: http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified individuals who can provide veterinarian services to the County as requested by the Animal Control Facility.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Animal Control Facility. The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach
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 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.

4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 6, 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.

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 and received **no later than noon, Monday, September 21, 2020**, to the Genesee County Purchasing Department 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.

9. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, September 14, 2020 before 5:00 PM (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.
SECTION 4 - QUALIFICATIONS OF PROPOSERS

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

A proposer must have the capability, qualifications and the necessary experience to provide services of a character similar to that required in this solicitation.

The following requirements are necessary for consideration of contract award:

1. The proposer must have experience providing services that are similar to that required in this solicitation.
2. Services provided by the proposer for clients identified as references must be described as good or better by the proposer’s references.
3. The proposer’s personnel and management to be utilized in the provision of services must be knowledgeable in performing the services required in this solicitation. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in providing the services.
4. Willingness to supply information requested by the Animal Control Facility concerning a determination of its responsibility. If the proposer fails to supply any requested information, the Animal Control Facility will base its determination of responsibility upon any available information, or may deem the proposer non-responsive if such failure is unreasonable.

MINIMUM QUALIFICATIONS OF PROPOSERS

1. The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by Genesee County, or debarred by another government entity.
2. Contractor should have Shelter experience and/or taken shelter medicine courses.
3. Contractor should be currently licensed and in good standing with Michigan Department of Licensing and Regulatory Affairs (LARA).
4. Contractor should have surgery experience: i.e. spay/neuter, enucleation, amputation, mass removal.
5. Contractor should be familiar and have working understanding of the Guidelines for Standards of Care in Animal Shelters.
6. AVMA membership

If a proposer does not convince Animal Control Facility that it possesses the above minimum qualifications with the proposal submission, Animal Control Facility shall not consider its proposal for contract award.
SECTION 5 – SCOPE OF WORK

Genesee County Animal Control is seeking the service of a professional veterinarian in connection with the operation of the Genesee County Animal Control Shelter and other County departments, as needed. The basis of payment will be an hourly rate for all services, payable on a monthly basis upon submission of an approved invoice.

The selected Contractor shall submit invoices for services outlined in the “Scope of Work.”

Scope of Work

Selected contractor must be able to carry out the following functions:

1. Veterinarian will oversee animals at the Genesee County Animal Control Shelter located at G-4351 W. Pasadena, Flint, MI, and make appropriate determinations as to treatment or euthanasia of animals. This is the primary task of the County Veterinarian. This will be performed in weekly visits at designated hours to the Animal Control Shelter, for approximately 15 hours per week.

2. Veterinarian will train Animal Control staff on euthanasia procedures as requested by the Director or his/her Deputy Director.

3. Veterinarian will supervise a veterinary technician of the Animal Shelter for the purpose of assisting the Veterinarian and staff in providing primary care and training. The County, upon consultation with the Veterinarian, will contract or employ directly with a veterinary technician.

4. Veterinarian will supervise appropriate Animal Control staff in ordering and using controlled substances for use the Animal Control Shelter.

5. Veterinarian will consult with the Genesee County Health Department on animal related diseases or other matters as requested by the Health Department.

6. Veterinarian will perform forensic examinations on animals as requested and will photograph and document findings, and will also submit reports to the Director or designee.

7. Veterinarian will make recommendations to wildlife rehabilitators for the treatment of sick and injured wildlife.

8. Veterinarian will make an initial assessment of livestock, as defined under MCL 287.261. The County authorizes the Veterinarian, upon the approval of the Director, to consult with a veterinarian with an expertise in livestock, as necessary, for recommendations regarding treatment and care.

9. Veterinarian will review notification protocols with the Genesee County Health Department and Genesee County Animal Control as requested by the Departments, but no fewer times than once per year, at a time and location determined by the Departments.

10. Veterinarian will oversee animals being housed for the County at offsite locations designated by the County.

11. Veterinarian will vaccinate dogs, cats, livestock, or other animals that are placed with the public, whether by adoption or by being returned to their owners.

12. Veterinarian will provide vaccination services for the annual Rabies Clinic. Veterinarian will be available for preparation for, and attendance to court to testify as an expert witness on animal-related matters as requested by Genesee County
Animal Control, the Genesee County Prosecutor’s Office, or the Genesee County Health Department.

13. Veterinarian will consult by telephone with the Genesee County Animal Control Staff on treatment matters.

14. Veterinarian will be responsible for the Day to Day health of the animals in the County’s custody.

15. Veterinarian will triage and stabilize ill and injured animals (including on-call as needed) in a timely fashion. To provide general, emergent, and surgical care.

16. Veterinarian will follow and support all organizational and medical protocols.

17. Veterinarian will be responsible for keeping the treatment, surgical, and x-ray areas clean, keeping with best practice medical standards.

18. Veterinarian will display a commitment and dedication to improving the welfare of animals, to embrace the Fear Free values, and the Five Freedoms to ensure animals are treated humanely and with respect.

19. Veterinarian will communicate effectively with shelter Director and Deputy Director to keep management apprised of medical issues, concerns, and/or emergencies.

20. Veterinarian will behave in a manner that upholds both personal and professional standards as an ambassador for Genesee County Animal Control, at all times.

21. Veterinarian will be professional, display a positive attitude and act as a motivating force for all staff members, as regards the welfare of shelter animals.

22. Veterinarian will perform work as requested or other duties as assigned by the Shelter Director or Deputy Director.

23. Veterinarian will report to the Director.

SECTION 6 – INFORMATION REQUIRED FROM PROPOSERS

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

  - Cover Letter
  - Resume
  - Licenses
  - Reference letters (3)
  - Transcripts

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. **Statement of Exceptions**: See Section 1.7 for clarification.

2. **Signed Signature Page**: See page 12 of this solicitation.

3. **Executed Insurance Checklist**: See page 13 of this solicitation.

4. **References**: See page 14 of this solicitation. Prior experience with similar requests 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.

RFP # 20-225
5. **Cost Proposal Summary:** Completion of cost proposal summary (page 11). This document must be completed and placed in a separate sealed envelope along with the information requested in the “Cost Proposal” section below.

**SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE**

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
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<tbody>
<tr>
<td>Experience: prior experience and/or Shelter Medicine course work</td>
<td>25</td>
</tr>
<tr>
<td>Experience: surgical</td>
<td>25</td>
</tr>
<tr>
<td>Credentials: appropriate licenses</td>
<td>30</td>
</tr>
<tr>
<td>Membership: member of the AVMA</td>
<td>10</td>
</tr>
<tr>
<td>Cost</td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Possible Points** 100

All members of the Evaluation Committee will review proposals by evaluating each proposal subject to the above referenced criteria. The scores will be submitted to the Purchasing Manager and an average of the members scores will be used to calculate the points for each criterion.

The Evaluation Committee may request interviews with the top scoring candidates and may solicit Best and Final Offers (BAFOs). Points will be awarded based on experience and the understanding of the scope of work, as stated in this proposal.

The Evaluation Committee may recalculate points, based on possible interviews or BAFO scoring (if applicable), from the top three scoring proposers. The Evaluation Committee will recommend contract award for a Contractor to the Commission as well as the Genesee County Board of Commissioners. This recommendation will be based on the proposer with the top scoring proposal/offer. The Genesee County Board of Commissioners will make the final decision as to contract award.

If the Evaluation Committee cannot negotiate a reasonable contract with the top scoring proposer, Committee members will stop negotiations, disqualify the proposer and begin negotiations with the proposer with the second highest scoring proposal/offer.

**Local Preference for Genesee County Businesses:** In the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive
proposals, Genesee County Businesses shall be afforded five (5) percent of the total evaluation points up to a maximum of five (5) points
COST PROPOSAL SUMMARY

PROJECT: RFP #20-225 Veterinary Services at Genesee County Animal Control

The undersigned bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following requested cost information:

<table>
<thead>
<tr>
<th>Description of Services</th>
<th>Provide Hourly Rate</th>
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<tbody>
<tr>
<td>Veterinary Services as outlined in this request.</td>
<td>$</td>
</tr>
<tr>
<td>Total per hour charge</td>
<td>$</td>
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</table>

Any additional charges must be identified and submitted on a separate sheet of paper and included with submission.

Vendor will submit additional pricing information as requested under Section 6 “Cost Proposals”. Genesee County reserves the right to adjust quantities as we work towards our final solution.

NAME OF BIDDER:

_________________________________________________________

SERVICE ADDRESS:

_________________________________________________________

CITY, STATE, ZIP:

_________________________________________________________

CONTACT PHONE:

_________________________________________________________

CONTACT EMAIL:

_________________________________________________________
The undersigned represents that he or she:
1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not “Iran linked businesses,” as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _________________ issued as part of the RFP:

**Conflict of Interest:**

____To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO_____ YES_____ (include attached statement)

Name (typed):__________________________________________

Signature:________________________________ Title:______________________________

Date:____________________________________

Company:________________________________________

Federal Employee Identification Number (FEIN): ________________

DUNS Number: ________________________________

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

__________________________

CONTACT NAME POSITION

__________________________

MAILING ADDRESS CITY STATE ZIP CODE

__________________________

PHONE FAX E-MAIL

RFP # 20-225
GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: RFP #20-225 – Veterinary Services at Genesee County Animal Control

Coverage Required

<table>
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<tr>
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<th>Limits (Figures denote minimums)</th>
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<tr>
<td>X</td>
<td>1. Workers’ Compensation</td>
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<td>2. Employers’ Liability</td>
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<td>3. General Liability</td>
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<td>4. Professional liability</td>
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<td>5. Medical Malpractice</td>
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<td>6. Automobile liability</td>
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<td></td>
<td>7. Umbrella liability/Excess Coverage</td>
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</table>

X 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)

X 11. The certificate must state bid number and title RFP # 20-225

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: ____________________

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<th>Company/Client:</th>
<th>Contacts:</th>
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<td>Phone:</td>
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<td>Dates of Service:</td>
<td>Email:</td>
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<td>Address:</td>
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<td>City, State:</td>
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Veterinary Services at Genesee County Animal Control

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and [Contractor Name], a [State] [Entity Type], whose principal place of business is located at [Contractor Address] (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # 20-225 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 Contract commences on ??, and shall be effective through completion of scope of service (the “Initial Term”).

2.2 Extension Terms

The County has the option to extend this contract for up to three (3) additional one year terms (the “Extension Terms”).

3. Scope of Work

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

4. Compensation

The Contractor shall be paid according to the per hour rates identified on Exhibit A. 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 time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as timesheets and receipts for incurred expenses. 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 TBA (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. **Warranties**

The Contractor warrants that:

7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

8. **Suspension of Work**

8.1 **Order to Suspend Performance**

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

8.2 Necessary Actions Before Suspension

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

9. Termination

9.1 Termination for Cause

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

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

9.2 Immediate Termination

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

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

9.3 Termination for Convenience

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

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

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

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

10. Nondiscrimination

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

11. Freedom of Information Act

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

12. Intellectual Property

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

13. Audit Rights

13.1 Certification of Accurate Information

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

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

13.3 Audit

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

13.4 Records Retention

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

14. Identity Theft Prevention

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

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

15. Insurance Requirements and Indemnification

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

15.1 Insurance Certificate and Additional Insured Coverage

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

15.2 Indemnification

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

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

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

17.2 No Assignment

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

17.3 Modification

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

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

17.5 Headings

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

17.6 Governing Law and Venue

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

17.7 Severability and Survival

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

17.8 Interpretation

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

17.9 Remedies

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

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

CONTRACTOR NAME

COUNTY OF GENESEE

By: ___________________________  By: ___________________________
Name of Contractor Signatory  Martin Cousineau, Chairperson
Title of Contractor Signatory  Board of County Commissioners

Date: ___________________________  Date: ___________________________

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EXHIBIT A
Description of the Services

Information from selected Contractors proposal will be added to this exhibit.
EXHIBIT B
Insurance Checklist

Copy of Insurance Checklist
Copy of Certificate of Insurance