



GENESEE COUNTY PURCHASING
A Division of the Genesee County Office of Fiscal Services
COUNTY ADMINISTRATION BLDG
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FLINT, MICHIGAN 48502
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www.geneseecountymi.gov

Chrystal Simpson,
Chief Financial Officer

March 21, 2025

GENESEE COUNTY INVITATION TO BID (ITB) #25-445

Sealed bids will be received until **12:00 p.m. (EST), Tuesday, April 22, 2025**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Purchase and Installation of Safety Vents for Genesee County Jail.**

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 [Microsoft Word - PURCHASING REGULATIONS 8222016](#).

A **mandatory pre-bid meeting** will be held on **Tuesday, April 8, 2025**, at 1:00 p.m. (EST) at Genesee County Administration Building, 1101 Beach St., Rm 222, Flint, MI 48502. All consultants submitting a bid must attend the mandatory pre-bid meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors the opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and will serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a Contractor's bid.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the bidder's 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:	12:00 PM (EST), Tuesday, April 22, 2025
DUE DATE FOR SUBMISSION OF QUESTIONS:	5:00 PM (EST) Thursday, April 2, 2025
PRE-BID MEETING:	Tuesday, April 8, 2025 @ 1:00 PM (EST)
POST MEETING SUBMISSION OF QUESTIONS:	Wednesday, April 9, 2025, before 5:00 PM
BID NUMBER	#25-445

Rita Schubert

Rita Schubert, Purchasing Manager

Bid2\2025\25-445
Attachments

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TABLE OF CONTENTS

SECTION 1 – INSTRUCTIONS TO BIDDERS	3
SECTION 2 – STANDARD TERMS & CONDITIONS	5
SECTION 3 – ADDITIONAL TERMS & CONDITIONS	5
SECTION 4 – QUALIFICATIONS OF BIDDERS.....	8
SECTION 5 – SCOPE OF WORK AND SPECIFICATIONS	9
SECTION 6. SUPPLEMENTAL CONDITIONS.....	11
SECTION 7 – INFORMATION REQUIRED FROM BIDDERS	12
SECTION 8 – EVALUATION CRITERIA AND SELECTION PROCEDURE .	13
SECTION 9 – INSURANCE REQUIRED FROM BIDDERS	14
COST BID FORM	17
SIGNATURE PAGE	18
GENESEE COUNTY INSURANCE CHECKLIST	19
REFERENCES.....	20
FAMILIAL RELATIONSHIP SWORN STATEMENT	21
CONSTRUCTION WORK CONTRACT	22
EXHIBIT A.....	31
EXHIBIT B.....	34
EXHIBIT C.....	34

ITB #25-445 PURCHASE AND INSTALLATION OF SAFETY VENTS FOR GENESEE COUNTY JAIL

SECTION 1 – INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until **12:00 p.m. (EST), Tuesday, April 22, 2025**, 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 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. A **mandatory pre-bid meeting** will be held on **Tuesday, April 8, 2025**, at 1:00 PM (EST) at Genesee County Administration Building, 1101 Beach St, Rm 222, Flint, MI 48502. All consultants submitting a proposal must attend the mandatory pre-proposal meeting and arrive within a reasonable time following the start of the meeting. This meeting will afford contractors the opportunity to obtain information about this project and ask any questions directly related to this solicitation. An attendance sheet will be provided and shall serve as the official document verifying attendance. Failure to attend this meeting shall result in disqualification of a Contractor's proposal.
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 and one paper copy of your bid. After the bid closes, you will be contacted to send the County an electronic copy of your bid via email.** 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. Failure to provide the required number of duplicate copies may result in rejection of your bid. Bids may not be submitted on the MITN site for this offering.
5. All submissions will be time stamped by an individual within the Office of Fiscal Services. 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 Bidders responsibility to ensure that its bid is time stamped by the Office of Fiscal Services 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 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
6. Michigan Inter-governmental Trade Network– an alternate review of this bid under **Bid # 25-445 Purchase and Installation of Safety Vents for Genesee County Jail** can be done at <https://www.bidnetdirect.com/mitn>.
 - i. 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 [Current Bids \(geneseecountymi.gov\)](http://www.geneseecountymi.gov) 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. A sample of a contract is attached to this ITB. After the award is made to the successful bidder, the County and the successful proposer will negotiate a final contract that substantially conforms to said contract. Any exceptions to the terms and conditions of the contract and this ITB must be clearly set forth in your bid and referenced on the company letterhead. The County will not entertain negotiations to change any terms and conditions of the contract or ITB unless those changes are requested in your bid.
10. Insurance must be provided prior to the contract starting date and kept in full effect and compliance during the entire contract period. Insurance requirements are provided in the attached sample contract. Failure to comply with these provisions will cause termination of the agreement. The County of Genesee requires a signed Genesee County Insurance Requirements acknowledgement form with each bid submitted.

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.

County policy dictates that under no circumstances can the County agree to indemnify bidders pursuant to Michigan Law.

11. **Bid Format**: Bids must be submitted in the format outlined in Section 7 Information required from Bidders
12. **Local Preference for Genesee County Businesses**: Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business a Genesee County Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Purchasing Administrator. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business, who is the lowest responsive responsible bidder, may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.
13. Bids must be submitted in the format outlined in SECTION 7 – **Information Required from Bidders** to be deemed responsive.

SECTION 2 – STANDARD TERMS & CONDITIONS

See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link: [Std T C SECTION 2023.pdf](#)

SECTION 3 – ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: Through this ITB, Genesee County (“the County”) is soliciting bids from qualified vendors for the Purchase and Installation of Safety Vents for Genesee County Jail.
2. **Issuing Office**: This ITB is issued by the Genesee County Purchasing Department on behalf of the Genesee County Facilities and Operations Department. The contact person is Rita Schubert, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810) 257-3195, and rschubert@geneseecountymi.gov. Email is the preferred method of contact.
3. **Bid Bond: (requirement based on cost of project)** A bid bond is required upon submission of bid. Contractor must furnish a bid bond or cashier’s check (payable to Treasurer, County of Genesee) equal to five percent (5%) of the total amount of the submitted bid price.
4. **Questions & Inquiries**: All questions regarding this ITB shall be submitted in writing and received no later than **Wednesday, April 2, 2025, 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, and please entitle the subject line of your e-mail as follows: Question(s) for ITB #25-445. 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. Contractors who have attended the pre-bid meeting will also be allowed to submit questions no later than Wednesday, April 9, 2025, before 5:00 pm.

5. **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 [Current Bids \(geneseecountymi.gov\)](http://CurrentBids.geneseecountymi.gov). Further, all bidders shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
6. **Bid Considerations:** All costs incurred in the preparation of a response to this ITB or any costs prior to approval of the contract by Genesee County and formal notification to the selected bidder will be the responsibility of the respondent and will not be reimbursed by Genesee County. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this ITB.
7. **Responsive Bids:** To ensure proper consideration, all bidders are encouraged to submit a complete response to this ITB using the format outlined in Section 7, 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.
8. **Bid Modifications:** Clarifications, modifications, or amendments to any Bid that has been submitted, but prior to the Bid Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
9. **Withdrawal of Bid:** Bids may only be withdrawn by a bidder with written notice prior to the date and time set for the opening of bids.
10. **Validity Period:** Any bid submitted as a result of this Invitation to Bid shall be binding on the bid for 120 calendar days following the due date.
11. **Right to Reject:** Genesee County reserves the right to reject any and all bids received in response to this ITB.
12. **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, April 14, 2025**, to the Genesee County Purchasing Department as listed above.
13. **Errors, Omissions, and Discrepancies:** If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this ITB, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request

modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Invitation to Bid prior to submitting a bid or it shall be waived.

14. **Best and Final Offers:** Discussions may be undertaken with those bidders whose bid, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, bidders may be allowed the opportunity to submit revisions to their bids for the purpose of obtaining best and final offers.

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

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

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the bid regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
16. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Consultant without the expressed written consent of Genesee County.
17. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor imposed any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
18. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Consultant shall be responsible for the performance of all subcontractors.
19. **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.
20. **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.

21. **Termination for Misrepresentation:** If the successful bidder receives a contract and is subsequently found to have misrepresented any information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
22. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
23. **News Release:** News releases pertaining to this ITB or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.
24. **Contract Award/Split Awards:** The County reserves the right to award by item and/or group of items. The Bidder to who the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed.
25. **Debarment and Suspension:** The contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them from commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and , (4) have not within a three-year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.
26. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.

SECTION 4 – QUALIFICATIONS OF BIDDERS

In order to qualify for an 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.

Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance will be required of the successful Bidder.

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

If a bidder does not convince Genesee County that it possesses the above qualifications with the bid submission, Genesee County shall not consider its bid for award.

SECTION 5 – SCOPE OF WORK AND SPECIFICATIONS

The scope of project is to replace 629 existing HVAC vents with new safety vents in jail cells.

- Contractor shall provide temporary dust protection and ventilation protection.
- Contractor shall protect items and fixtures that cannot be removed.
- Contractor is responsible for any demolition and prep work necessary when removing current HVAC vents.
- Contractor to replace 629 existing HVAC vents with new Safety vents; including any necessary prep work.
- Contractor shall ensure there are no points where inmates can create a spot for hanging.
- Contractor is responsible for cleaning of the job site daily.
- Contractor shall make sure all tools are removed and accounted for daily.
- Contractor is responsible for any needed permits.
- Contractor is to provide all necessary materials, and equipment for a complete project.
- Contractor is responsible for cleaning of the job site daily.
- All work is to be completed by qualified personnel.

County is requesting a Mockup of one unit to be installed and signed off on by Jail Administration, Risk Manager, and Facilities Director.

Other Requirements:

The County may order additional units as part of this bid. Bidders should provide a fixed pricing for the next 6 months for the additional units.

Below are pictures of the vents currently mounted in the jail cells and a list of the number of each vent that needs to be replaced.

Vent #2



Vent #3



POD- (# of Cells)	Vent 2	Vent 3
5A- (31)	0	28
5B- (29)	14	44
5C- (29)	0	58
5D- (31)	15	45
4A- (30)	1	59
4B- (29)	58	0
4C- (29)	0	58
4D- (30)	0	60
3A- (30)	0	27
3B- (7)	0	14
3C- (23)	0	46
3D- (30)	0	60
IHU- (24)	8	24
Safety Cell (6)	6	4

SECTION 6. SUPPLEMENTAL CONDITIONS

1. **Reference Form:** All proposers shall include information for current or prior project references similar to the requested services referenced in this solicitation (see Reference Page). The name, address, and telephone numbers of the appropriate contact for each reference shall be submitted as part of the bid. Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.
2. **Surety Bonds: (requirement based on cost of project)**
 - A. **Performance Bond:** The successful proposer must provide a Performance Bond insuring the Contractor's performance of awarded structures/projects.
 - B. **Payment Bond:** The successful proposer must provide a Materials & Labor Payment Bond insuring that the Contractor's subcontractors will be paid according to their subcontracts.
 - C. **Maintenance Bond:** The successful proposer must provide a 24-month maintenance bond insuring the Contractor's performance of awarded project. The maintenance bond commences with final acceptance of project completion.
 - D. **General Conditions:** The Performance, Payment, and Maintenance Bonds must be issued by a surety authorized to issue bonds in the State of Michigan and must have a penal amount at least equal to 100% of the total amount due to the Contractor under this Agreement. In addition, the surety bonds must be submitted to the County as a condition of contract execution. The County reserves the right to reject any surety proposed by the successful proposer if the County, in its sole discretion, determines that the surety proposed by the successful proposer is unable to provide adequate protection for the County.
3. **Payment:** Payments shall be made to the contractor, which will be agreed upon before execution of contract, upon receipt of an invoice. The County will retain 10% of amount on invoice, and upon approval of invoice, payment is remitted within 30 days. Final payment of retained funds will be remitted upon final inspection of the work that has been performed and receipt of Maintenance Bond.
4. **Permits and Fees:** The successful proposer/contractor shall be responsible for all permits and fees associated with the successful completion of the work relevant to this solicitation.
5. **Prevailing Wage:** The successful proposer and all subcontractors are subject to federal Davis-Bacon Act requirements in addition to Genesee County's Prevailing Wage Policy. Genesee County requires the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his/her subcontractors, on this project, shall not be less than the wage and fringe benefits

currently prevailing in the County of Genesee. A wage determinant is included in this specification.

The contractor shall be required to submit certified payroll reports to the County. The reports shall detail the rates of wages and fringe benefits paid to each class of construction mechanics by the contractor and all of his/her subcontractors. Further, the Certified Payroll Reports must be submitted by the contractor with all invoices for payment. Proposers shall submit a list of all construction mechanics called for in this project and possible contract.

The information shall include the corresponding prevailing wages and fringe benefits to be paid for each class of relevant construction mechanics

SECTION 7 – INFORMATION REQUIRED FROM BIDDERS

All bids are firm, binding, and irrevocable for one hundred-twenty (120) days after the opening of the bid.

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

Administrative Bids

- 1) Work Plan: Describe in narrative form your plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include the number of labor hours you have allocated for each task including cost per labor hour. State the amount of time for completion from the date of Notice to Commence.
- 2) Business organization: State the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
- 3) Labor Requirements, Staff Qualifications & Experience: The contractor must be able to provide an appropriate, experienced and knowledgeable team. Include the number personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title who will be assigned to this project. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
- 4) Statement of the Project: State in precise terms your understanding and interpretation of the project requirements. Include a narrative description of the product that will be delivered.
 - a) Description of your company's "Safety Program" to be used while performing the required services. Include a copy of the Safety Program.
 - b) Please describe any lawsuits that were filed against your company in the last five (5) years and the results of those lawsuits.

- c) Please describe any mediation or arbitrations your company has been involved with in the last five (5) years and the results of those arbitrations/mediations.
- 5) Furnish a bid bond or cashier's check (Payable to Genesee County Treasurer) equal to 5 percent (5%) of the total amount of the submitted bid price.
- 6) Security Vents: Provide features and benefits of the vents.
- 7) Additional information and comments include any other information that is believed to be pertinent, but not specifically asked for elsewhere.
- 8) One (1) original, one (1) paper copy of the bid shall be received, and date and time stamped by Office of Fiscal Services prior to bid closing. No bid received after Close Deadline shall be considered.

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

1. Statement of Exceptions.
2. Signed Signature Page
3. Completed Cost Bid Form
4. Executed Insurance Checklist
5. References: Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer. This form is located in the section entitled "Forms."
6. Familial Relationship Sworn Statement

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

SECTION 8 – EVALUATION CRITERIA AND SELECTION PROCEDURE

It is the intent of Genesee County (the County) to conduct a comprehensive, fair, and impartial evaluation of the bids received. The Contract shall be awarded to the lowest and/or most responsive and or most responsible qualified Bidder provided, however, the COUNTY may for good cause reject any Bid even though it may be the lowest.

SECTION 9 – INSURANCE REQUIRED FROM BIDDERS

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted writing business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor. Coverage shall be primary and non-contributory with any other insurance or self-insurance carried by the County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan and Employers' Liability Coverage with limits no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Builders Risk Coverage (If applicable) – The Owner will purchase and maintain property insurance for 100% of actual cash replacement value of the insurable work while in the course of construction, including foundations, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structures. The property insurance also will cover temporary structures, materials and supplies to be used in completing the work, only while on the building site premises or within five hundred feet of the site.

Contractor's Equipment Coverage/ Inland Marine

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

Professional Liability Insurance (If applicable) – in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If this policy is a claim made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

Contract Bond Requirements: The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

Umbrella Liability - in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, including Products Completed Operations.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

Insurance Certificate and Additional Insured Coverage Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County

Attn: Risk Management

1101 Beach Street, Flint, MI 48502

Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

1.1 Indemnification

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

COST BID FORM

PROJECT: ITB #25-445 Purchase and Installation of Safety Vents for Genesee County Jail

Please provide pricing to include equipment, labor for installation of HVAC safety vent covers in 629 jail cells.

Product	Model Number	Quantity	Cost Each
HVAC Security Vents		629	\$
Installation of Security Vents		629	\$
			\$
Total Base Bid Amount (Addition of Bid Items Above)			\$
The county may request additional security vents to be installed. Please provide the unit price for the installation of one security vent below.		Unit Price	\$

Submitted by:

SIGNATURE: _____

TITLE: _____

BUSINESS NAME: _____

CONTRACTOR ADDRESS: _____

CONTACT EMAIL: _____

DATE: _____

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

SIGNATURE PAGE
GENESEE COUNTY ITB #25-445
Purchase and Installation of Safety Vents for Genesee County Jail

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 bidders 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 bid 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 bid.

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 Bid.

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

CONSTRUCTION WORK CONTRACT FOR:

ITB: 25-445 – Purchase and Installation of Safety Vents for Genesee County Jail

Coverage Required	Limits (Figures denote minimums)
X	1. Workers Compensation Statutory limits of Michigan
X	2. Employers' Liability \$500,000 accidental/disease \$1,000,000 policy limit, disease Including Premises/Operations
X	3. General Liability \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X	4. Professional Liability (if applicable) \$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
	5. Medical Malpractice \$200,000 per occurrence \$800,000 in aggregate
X	6. Automobile liability \$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X	7. Umbrella liability/Excess Coverage \$5,000,000 BI & PD and PI
X	8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
X	9. Other Insurance Required: Builder's Risk (If applicable), Contractor's Equipment Coverage/Inland Marine
X	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 25-445 Purchase and Installation of Safety Vents for Genesee County Jail

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:

FAMILIAL RELATIONSHIP SWORN STATEMENT

_____ does hereby disclose that:

(Company Name)

_____ YES, there exists a familial relationship between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Disclosure Between

Name _____	and	Name _____
Title _____		Title _____
Relationship _____		Relationship _____

_____ NO, A familial relationship does not exist between the Genesee County representatives, members of their Board(s), Directors or Supervisor(s), officer(s) or employee(s) and the Owner(s), officer(s) or employee(s) of:

(Company Name)

Name (printed) _____

Position _____

Signature _____ Date _____

Notary Public (printed)

Signature _____ County _____

_____ Date _____ My Commission

Expires _____ Affix Notary Seal here:

CONSTRUCTION WORK CONTRACT

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

2. Agreement and Authority

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

3. Scope of Work

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

4. Work Schedule

- 4.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the "Work Schedule") indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.
- 4.2 The Work Schedule shall indicate that the Work must be substantially complete within _____ days of execution of this Contract, with a date of final completion within _____ days of execution.
- 4.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

5. Compensation

The Contractor shall be paid a lump sum of \$ _____ for the performance of the Work. The Contractor will be paid according to the Payment Schedule described in Exhibit B. Upon completion of the Work, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

6. Taxes

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

7. Contract Administrator

The contract administrator for this Contract is [insert Contract Admin] (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.

8. Inspection and Acceptance

All goods and equipment provided with the Work are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five-day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

9. Condition of Worksite

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

10. Prevailing Wage Addendum

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

11. Warranties

The Contractor warrants that:

- 11.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 11.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications and be free of defects in workmanship or materials.

- 11.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 11.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 11.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 11.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination 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.

12. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor. Coverage shall be primary and non-contributory with any other insurance or self-insurance carried by the County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse and Underground Exclusions if applicable. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan and Employers' Liability Coverage with limits no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance (If applicable) – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

Builders Risk Coverage (If applicable) – The contractor shall procure and maintain during the term of construction builders risk policy in the full amount of the project. Policy shall be “All Risk” coverage form, and cover all property under a replacement cost basis. The policy shall also name Genesee County as loss payee.

Contractor’s Equipment Coverage/ Inland Marine

Contractor’s Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

Contract Bond Requirements: The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

Umbrella Liability - in an amount not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, including Products Completed Operations.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

Insurance Certificate and Additional Insured Coverage Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

12.1 Indemnification

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

13. Suspension of Work

13.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not be

entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

13.2 Necessary Actions Before Suspension

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

14. Bonds

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

15. Termination

15.1 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.

15.2 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.

15.3 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.

15.4 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.

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

17. Freedom of Information Act

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

18. 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.

19. Audit Rights

19.1 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.

19.2 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.

19.3 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.

19.4 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.

20. Identity Theft Prevention

20.1 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.

20.2 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.

21. Independent Contractor

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

22. General Provisions

22.1 Entire Contract

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

22.1.1. The Contract – This Professional Services Contract

22.1.2. Exhibit A – Description of the Work

22.1.3. Exhibit B – Payment Schedule

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.

22.2 No Assignment

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

22.3 Modification

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

22.4 Binding Effect

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

22.5 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.

22.6 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.

22.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

22.8 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.

22.9 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.

22.10 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

GENESEE COUNTY

By: _____

Name of Contractor Signatory

Title of Contractor Signatory

By: _____

Delrico J. Loyd, Chairperson

Board of Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Work

The scope of project is to replace 629 existing HVAC vents with new safety vents in jail cells.

- Contractor shall provide temporary dust protection and ventilation protection.
- Contractor shall protect items and fixtures that cannot be removed.
- Contractor is responsible for any demolition and prep work necessary when removing current HVAC vents.
- Contractor to replace 629 existing HVAC vents with new Safety vents; including any necessary prep work.
- Contractor shall ensure there are no points where inmates can create a spot for hanging.
- Contractor is responsible for cleaning of the job site daily.
- Contractor shall make sure all tools are removed and accounted for daily.
- Contractor is responsible for any needed permits.
- Contractor is to provide all necessary materials, and equipment for a complete project.
- Contractor is responsible for cleaning of the job site daily.
- All work is to be completed by qualified personnel.

County is requesting a Mockup of one unit to be installed and signed off on by Jail Administration, Risk Manager, and Facilities Director.

Other Requirements:

The County may order additional units as part of this bid. Bidders should provide a fixed pricing for the next 6 months for the additional units.

Below are pictures of the vents currently mounted in the jail cells and a list of the number of each vent that needs to be replaced.

Vent #2



Vent #3



POD- (# of Cells)	Vent 2	Vent 3
5A- (31)	0	28
5B- (29)	14	44
5C- (29)	0	58
5D- (31)	15	45
4A- (30)	1	59
4B- (29)	58	0
4C- (29)	0	58
4D- (30)	0	60
3A- (30)	0	27
3B- (7)	0	14
3C- (23)	0	46
3D- (30)	0	60
IHU- (24)	8	24
Safety Cell (6)	6	4

EXHIBIT B

Payment Schedule

DRAFT

EXHIBIT C

Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at <https://sam.gov/content/wage-determinations>.
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The Contractor shall not misclassify work assignments.
5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
10. The Contractor shall include this Addendum in each subcontract entered into on this project and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.