

### GENESEE COUNTY PURCHASING DEPARTMENT

GENESEE COUNTY ADMINISTRATION BLDG. 1101 BEACH STREET, ROOM 343 FLINT, MICHIGAN 48502

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September 6, 2013

# **GENESEE COUNTY REQUEST FOR PROPOSALS #13-017**

Sealed proposals will be received until **2:00 p.m. (ET), Monday, September 23, 2013**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502 for **SECURITY SERVICES AT CROSSROADS VILLAGE AND HUCKLEBERRY RAILROAD LOCATIONS.** 

A mandatory pre-proposal meeting and site inspection will be held on Monday, September 9, 2013 at 1:00 p.m. (ET) at the Mill Street Warehouse, located at Crossroads Village, 6140 Bray Rd., Flint, MI 48505.

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.

Each proposer 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. A green proposal sticker will be provided by Genesee County when the RFP is sent to the proposer by mail. The proposal request number and due date for this RFP are:

DUE DATE: PROPOSAL REQUEST NUMBER: Monday, September 23, 2013 @ 2:00 pm #13-017

Eríc F. Hopson

ERIC F. HOPSON, PURCHASING DIRECTOR

bid2\2013\13-017 Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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# RFP #13-017 SECURITY SERVICES AT CROSSROADS VILLAGE AND HUCKLEBERRY RAILROAD LOCATIONS

# **SECTION 1. INSTRUCTIONS TO PROPOSERS**

- Sealed proposals will be received until 2:00 p.m. (ET), Monday, September 23, 2013 at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.
- 2. A mandatory pre-proposal meeting and site inspection will be held Monday, September 9, 2013 @ 1:00 p.m. (ET) at the Mill Street Warehouse, located at Crossroads Village, 6140 Bray Rd., Flint, MI 48505. Questions related to the request for proposals and requirements set forth in this document will be addressed.
- 3. **Submit one original, three (3) hardcopies and one (1) electronic copy of your proposal**. The original must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
- 4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact referenced 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.
- 5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <a href="http://www.gc4me.com/departments/purchasing/open\_bids.php">http://www.gc4me.com/departments/purchasing/open\_bids.php</a> 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.
- 6. 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.

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

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

- 8. <u>Preference for Local Businesses and Veteran-Owned Businesses</u>: Unless prohibited by law, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Genesee County Businesses and Veteran Owned Business shall be afforded five (5) percent of the total evaluation points up to a maximum of five (5) points.
- 9. All prices included in the financial proposal form shall be total prices, including such costs as transportation, uniforms, and all equipment necessary to perform the services set forth in this contract. Separate charges shall not be allowed. <u>Genesee County Parks & Recreation is exempt from the payment of any sales, excise, or federal transportation taxes</u>.

# **SECTION 2. STANDARD TERMS AND CONDITIONS**

- 1. <u>Genesee County Purchasing Regulations</u>: All procurements are 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, 1101 Beach Street, Room 200, Flint, Michigan, 48502.
- 2. **Evaluation and Award:** The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to Genesee County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
- 3. Discussion with Responsible Offerors and Revisions to Proposals: Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
- 4. **Cancellation; Rejection of Proposals**: The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.

- 5. <u>Receipt of Proposals</u>: It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.
- 6. **<u>Tax</u>**: Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
- 7. **Non-Discrimination:** The successful proposer/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. Breach of this covenant shall be regarded as a material breach of this contract.
- 8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
- 9. <u>Conflict of Interest</u>: Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
- 10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
- 11. <u>Offeror's Representations</u>: Each offeror, by submitting a proposal, represents as follows:
  - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
  - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;

- 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
- 12. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
- 13. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
- 14. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
- 15. <u>Warranty</u>: The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
- 16. <u>Applicable Law</u>: Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
- 17. **<u>Right to Inspect</u>**: Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
- 18. <u>**Right to Audit:**</u> Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the

date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.

19. <u>Safety</u> Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter County Administration Building County Courthouse Galliver Building Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

# **SECTION 3. ADDITIONAL TERMS AND CONDITIONS**

- Issuing Office: This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Parks and Recreation Commission. The contact person is Mr. Eric F. Hopson, Purchasing Director, Genesee County, 1101 Beach Street, Room 200, Flint, Michigan 48502, phone: (810) 257-3030, fax: (810) 257-3380 and <u>ehopson@co.genesee.mi.us</u>. Email is the preferred method of contact.
- 2. Questions & Inquiries: In preparing proposals, prospective proposers are advised to rely only upon the contents of this RFP and written clarifications (addenda) issued by Genesee County. All questions regarding this RFP shall be submitted in writing by mail or email, and received no later than Friday, September 13, 2013 by 12:00 p.m., 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, as an addendum, by Genesee County. <u>Telephone questions will not be answered</u>.
- 3. <u>Errors, Omissions, and Discrepancies</u>: If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Director of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived by the proposer.

- 4. **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/departments/purchasing/open\_bids.php). Further, all proposers shall acknowledge having seen any and all addenda issued (1, 2, 3, etc.) on the Signature Page.
- 5. **Debarment & Suspension:** All proposers shall be required to provide with the proposal submission disclosure of whether the proposer, or its principals, is or is not debarred, suspended, or proposed for debarment. The County will check the Excluded Parties List System to ensure that an offeror is not debarred by a government agency. Debarment of an offeror will be grounds for rejection of proposal.
- 6. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. All costs incurred in the preparation of a proposal response to this RFP or any costs prior to approval of a contract by Genesee County and formal notification to the selected proposer will be the responsibility of the proposer, and will not be reimbursed by Genesee County.
- 7. **Proposal Modifications:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal opening date, may be made in accordance with the Genesee County Purchasing Regulations.
- 8. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
- 9. <u>Responsive Proposals</u>: To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 7. Information Required From Proposers (Proposal Format). In addition, at least one of the proposals submitted shall include an **original signature** of the official authorized to bind the proposer to its provisions.
- 10. <u>Statement of Exceptions</u>: 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 Standard Proposed Contract and this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
- 11. <u>Acceptable Deviations</u>: The decision of Genesee County shall be final as to what constitutes acceptable deviations from all terms, conditions, specifications or requirements associated with this solicitation.
- 12. **Validity Period**: Any proposal submitted as a result of this Request for Proposals shall be binding on the proposer for 120 calendar days following the due date.
- 13. **<u>Right To Reject Proposals</u>**: Genesee County reserves the right to reject any and all proposals received in response to this RFP.

14. <u>Clarification of Proposals</u>: Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Prospective proposers may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion of the Purchasing Director.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

15. <u>Best and Final Offers</u>: Negotiations may be undertaken with those proposers whose proposal based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. Genesee County will determine if it is in its best interest to seek a 'Best and Final Offer' from prospective offerors that submitted proposals. Soliciting Best and Final Offers may provide short listed firms the opportunity to amend or change their proposal to make it more advantageous to Genesee County. Genesee County reserves the right to choose whether or not to exercise this option.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

- 16. **Disclosure**: All information in a proposer's proposal submission is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts, proposals, 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 Director prior to submission of the proposal.
- 17. <u>Acceptance of Proposal & Contract</u>: The contents of this solicitation, the proposal of the successful offeror, and the successful offeror's Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation or termination of the contract.
- 18. **Prime Contractor Responsibilities:** The successful proposer(s) shall be required to assume responsibility for all work performed associated with this Request for Proposals and subsequent contract regardless of who produces the work. Further, Genesee County will consider the successful proposer(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 19. <u>Termination for Misrepresentation</u>: If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.

20. **News Release:** News releases pertaining to this RFP or the services, study, data, or contract 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 results of the project will be released without prior approval of the contract administrator and then only to persons designated.

# **SECTION 4. MINIMUM QUALIFICATIONS OF PROPOSERS**

In order to qualify for proposal submission, a proposer shall have the capability in all respects to perform the services 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, and experience necessary to meet all contractual requirements.

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

- 1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
- 2. The proposer must be primarily engaged in providing the services as outlined in the Scope of Services.
- 3. The proposer must comply with all licensing requirements of the State of Michigan for Security Guard firms as outlined in Public Act 330 of 1968, see Attachment 1.
- 4. Must have at least three (3) years of qualifying, direct experience, in the provision of security services.
- 5. Services provided to clients within the past three (3) years must have been satisfactory or better, as evaluated by the proposer's client references. All client references will be asked to rate a proposer's services as unsatisfactory, satisfactory, or superior. In addition, client references must provide a satisfactory rating for integrity demonstrated by the proposer.
- 6. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

If a proposer does not convince the County that it possesses the above minimum qualifications with the proposal submission, the County shall not consider its proposal for award.

# **SECTION 5. PURPOSE**

To perform routine safeguarding of Genesee County Parks & Recreation Commission ("County") properties located at 6140 Bray Road and known as Crossroads Village & Huckleberry Railroad. Safeguarding is meant to include property protection against any possible loss or damage from theft, fire, vandalism, illegal entry or other causes. The successful proposer will work in coordination with and under the direction of the Commission's Park Ranger division.

# **SECTION 6. SCOPE OF SERVICES**

#### 1. GENERAL DUTIES/TASKS TO BE PERFORMED:

- A. Immediately reports fires, theft, vandalism, illegal entry, etc., that may take place at Crossroads Village and Huckleberry Railroad complex.
- B. Makes safety and security checks, watches for and reports unusual conditions, occurrences, and irregularities.
- C. Reports safety hazards, takes corrective action to correct any hazard when possible, and/or alerts the public to hazards.
- D. Permits authorized persons to enter area or buildings.
- E. Observes departing public and park personnel to protect against theft of County property.
- F. Keeps a log of daily activities and prepares a daily report.

#### 2. WEAPONS:

The contractor and its employees are not permitted to use firearms, weapons, or other dangerous or hazardous devices or substances while on County property.

#### 3. UNIFORMS:

All personnel employed by the contractor shall be dressed in a uniform and identified with a name badge and a security badge shield.

#### 4. LICENSES/BONDS:

The contractor is required to provide proof of all state licenses and bonds as may be required by federal, state, and local laws and regulations.

# 5. SPECIFIC SECURITY PROCEDURES FOR CROSSROADS VILLAGE & HUCKLEBERRY RAILROAD LOCATIONS:

The offerors shall perform the following specific procedures to carry out the contractual duties:

#### A. Rounds

1. A minimum of five (5) complete rounds shall be made each eight (8) hour shift. Rounds shall be made on a minimum basis, as follows:

- 1st Round During the first hour of shift
- 2nd Round During the second and third hour of shift.
- 3rd Round During the fourth and fifth hour of shift.
- 4th Round During the sixth and seventh hour of shift.

5th Round – During the last hour of shift.

- 2. All windows (ground level) and doors shall be checked on the first and on the fourth or fifth rounds. If any window or door is found unlocked, a report must be completed and turned in with the daily report. Secure open doors and windows whenever possible.
- 3. All rounds made within the Village shall be on foot. Using a vehicle to make rounds in the Village is prohibited, unless approved by management due to special situations, such as hazardous walking conditions or poor weather conditions.

#### B. Daily Report Form

- 1. A separate daily report shall be made out for each day worked.
- 2. Each daily report shall be completely filled out, signed, dated, and available for GCPRC management to review at the end of each shift.
- 3. The daily report shall be an accurate accounting of shift activities, and shall contain as a minimum the following entries:
  - a. Starting time.
  - b. Record security checks.
  - c. Condition of equipment assigned or note of equipment missing.
  - d. Names of staff that are in Village & Railroad area at times other than their normally scheduled work hours.
  - e. Beginning and ending times of each round made.
  - f. Any contact made, including the names of any unauthorized persons found in the Village & Railroad area. This should include any staff there other than during the normal times.
  - g. Suspicious activities.
  - h. Boiler checks as required at the Railroad complex.
  - i. Other areas checked (Entrance gate, etc.).
  - j. Anything that is noteworthy.
  - k. If a round is not made or is incomplete, it must be explained.
  - I. Radio checks.
  - m. Ending time.

#### C. Supplemental Reports

- 1. A supplemental report shall be made out for each open window or door found during a shift.
- 2. Reports shall be made about anything that requires someone to take some action. Some examples are hazardous conditions, vandalism, damage, unlocked doors or windows, suspicious activities, or anything needing corrective action.
- 3. Village Back Gate To be locked at all times when Village is open to the public.

- 4. At no time shall anyone drive around a gate or drive off of a designated roadway or parking area to avoid a closed gate.
- 5. Any open gates are to be properly pinned and/or secured open if they have been opened during the shift.

#### D. Gate Procedures

- 1. Parking Lot Gate The Village parking lot gates shall be closed and locked at all times during shifts, unless the Village is open for business or as directed by Crossroads Village Management. When the Village is in operation, the main parking lot gate should be open to the public one hour prior to scheduled opening time or as directed by management.
- 2. Bray Road Gate
  - a. When the Village is open to the public, both sides of the Bray Road gate are to be open and secured to the posts at least one hour prior to the scheduled opening time.
  - b. The Bray Road gates are to be maintained as follows: The Bray Road gate is to be unlocked between 5:30 a.m. and 5:45 a.m. Half of it may be opened and securely pinned at this time when the Village is operating or when maintenance employees are expected on duty;

At times the Village is operating on normal schedules, the Bray Road gate should be closed by 6:30 p.m. weekdays and by 7:30 p.m. weekends. Gates are to be locked by 9:00 p.m. During special events, programs, or activities, the gate should be secured as quickly as is practical without inconvenience to large numbers of departing people. During these special activities, events, or programs, the Railroad gate is to be locked, unless personnel are working in that area. Under special circumstances when directed by a supervisor, the Bray Road gate may be left unlocked.

When the Village is not in operation, the Bray Road gate is to be kept closed and locked, except when directed otherwise or when there are employees scheduled to work in the Village or Railroad area.

- E. Radios/Communication Requirement Personnel shall be in radio/phone contact at all times during shifts.
- **F. Boiler Checks** When in use, the boiler located in the Railroad service facility shall be checked and so indicated on the daily on each round. The procedure is posted by the Railroad Shop Supervisor in the boiler area.
- **G. Vehicles** During times the Village is operating, vehicles are not permitted inside the Village. <u>Offeror is to supply necessary vehicles</u>.

- **H.** The Village/Railroad area should never be left unattended during the shift. Unless it is an emergency, the "interior Village" should not be left unattended for more than ten minutes. If, for some reason, this does happen, it must be noted on the daily report with an explanation.
- I. The use of personal electronic equipment, such as televisions, radios, pagers, cell phones, tape players, etc., is prohibited.
- **J.** Unauthorized persons in the Village are prohibited. This includes friends, relatives, former employees, and off-duty employees. They are prohibited during the times the Village is closed to the public.
- **K. Work Schedule** Any change in work schedules (i.e., dates or times of work, starting and ending times, etc.) must have prior approval of Genesee County Parks management.
- L. In case of an emergency, or when it is necessary that someone be notified and advised of a particular situation, the following order shall be used until someone is reached. An emergency is a fire, theft, suspicious persons or any suspicious activity, trespassers, illegal entry and vandalism. Contact the on duty ranger immediately.

If unable to contact an on duty Ranger, contact Parks' staff in the following order:

- 1. Village manager.
- 2. Village maintenance supervisor.
- 3. Park superintendent

#### M. Other Responsibilities

- 1. Opening and Closing Buildings During operating dates, it is the responsibility of security personnel to lock and unlock buildings if there is a shift assigned that can accommodate that function.
- 2. Unlocking buildings for volunteers and guests as needed. This may be for weddings, service groups, etc.

#### 6. ESTIMATED HOURS OF SERVICE:

Third Shift	365 days x 8 hours	=	2,920
Second Shift	315 days x 8 hours	=	2,520
First Shift	122 days x 8 hours	=	<u>976</u>
			6,416 hours
			642 (10% contingency)
			7,058 total hours

#### 7. OTHER CASUAL SECURITY SERVICES:

Occasionally the Commission may need additional security services at special functions or during special events. Examples of these services would be assistance with parking lot security and parking of cars, wedding receptions, admission gate control, guarding equipment or merchandise during special events.

# **SECTION 7. INFORMATION REQUIRED FROM PROPOSERS**

(PROPOSAL FORMAT)

Qualified proposers interested in providing the services described herein are required to submit a complete (responsive) proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for rejection of proposal.

All proposals received must consist of the following items, in the order provided, for a proposal to be deemed responsive:

- 1. Submit one original, two additional hardcopies of the proposal, and one electronic version of your proposal.
- 2. All proposals shall include the RFP cover page through page 34 with the proposer's complete proposal, include:
  - A. Signed Signature Page
  - B. <u>Financial Proposal Form</u> Provide the proposed compensation (fees) for the service. Indicate whether a single payment following completion, monthly, quarterly, or other payment is desired. All fees for the provision of services shall be included on this form. Pricing for this contract shall be as indicated on this form with a firm fixed price for two (2) years.
  - C. <u>Proposed Payment Schedule</u> All proposers shall include with the proposal a proposed payment schedule for the payment of all costs, as detailed in the proposal submitted.
  - D. <u>Genesee County Insurance Checklist</u> Properly execute and submit page 20.
  - E. <u>References & Past Performance</u> Provide information that documents successful results on past security assignments, especially those assignments related to the requirements of this Request for Proposal. Related project experience shall be restricted to those assignments undertaken within the last three (3) years. Include references for at least three (3) recent contracts by completing the attached reference page.
  - F. <u>Statement of Exceptions</u> See sections 1.6 and 3.10 for additional information.
- 3. Describe the capabilities and experience of your firm to provide the proposed security services, include:
  - A. <u>Business Organization, Qualifications and Capacity</u> Within the proposal response 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. Proposer shall include the underlying philosophy of your firm, a description of the proposer's business history, number of employees and number of years in operation. Provide information that documents your firm's gualifications, to provide the service, including ability,

capacity, skill, financial strength, number of years of experience in providing the required services and any other relevant information. Furnish a statement on the extent of corporate expansion (if any) required to handle the services required through this RFP. The document must be signed by a person who is authorized to commit the proposer to perform the work included in the proposal response.

- B. <u>Key Staff & Personnel</u> Provide the name of the person in charge, and any other key staff that will be assigned to the contract. Provide level of expertise. length of service with the firm, completed training programs and resumes of each key staff member to be assigned to the site/contract. Identify key individuals by name and title. Should there be any future change in staff to this proposed project, the successful proposer will be required to provide resumes and qualifications for persons who were **not listed** in the original response to this Request for Proposals. Provide an organizational chart showing functional relationships between the principles and all key individuals assigned to the County.
- C. <u>Work Plan</u> Describe in narrative form your plan for providing the services. Include your firm's proposed approach to performing the scope of services as outlined above. The work plan should include the time frame or schedule to which your plan would adhere.
- D. <u>Description of Equipment to be Used for the Provision of Security Services</u> (vehicles, radios, etc.) – Indicate the equipment that will be used by your staff in providing the security services. The information should include a projection of the number of significant equipment items that will be utilized.
- E. <u>Licenses & Bonds</u> The contractor is required to provide proof of all state licenses and bonds as may be required by federal, state, and local laws and regulations.
- F. <u>Debarment & Suspension Information</u> Provide with the proposal submission disclosure of whether the proposer, or its principals, is or is not debarred, suspended, or proposed for debarment.
- G. <u>Evidence of Financial Stability</u> All proposers must submit a certified copy of a current financial report of the company. If the company is a subsidiary or division of a corporation, the relationship of the proposer must be clearly explained in the proposal.

Genesee County reserves the right to obtain information regarding the ability of any vendor to perform and contact references. Such information shall be taken into consideration in evaluating proposals. In checking references, a satisfactory record of performance and integrity must be indicated for services provided by the proposer.

# **EVALUATION CRITERIA**

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

- 1. Firm's professional qualifications & credentials (20 points).
- 2. Number of years the firm has provided security service and experience with similar types of projects (20 points).
- 3. References Proposer's professional integrity, competence and quality of service (20 points).
- 4. Appropriateness of staff experience, qualifications and training (15 points).
- 5. Financial considerations Proposed fees, etc. (15 points).
- 6. Past experience with Genesee County (5 points)
- 7. Responsiveness of Proposals (5 points)

# SIGNATURE PAGE GENESEE COUNTY RFP #13-017

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. acknowledges the following addenda \_\_\_\_\_\_ issued as part of the RFP:

Name (Typed):	
Signature:	
Title:	
Company:	
Date:	

#### **Contact Person**

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME POSITION
E-MAIL
MAILING ADDRESS
PHONE Fax

# FINANCIAL PROPOSAL FORM RFP #13-017 SECURITY SERVICES AT CROSSROADS VILLAGE AND HUCKLEBERRY RAILROAD LOCATIONS

## **COST FOR SERVICES:**

Year 2014: 1/6/14 to 1/5/15	\$
Year 2015: 1/6/15 to 1/5/16	\$
TOTAL	\$

# COST FOR ADDITIONAL CASUAL SECURITY SERVICES:

- \$\_\_\_\_\_ Per hour up to 50 hours
- \$\_\_\_\_\_ Per hour up to 100 hours
- \$\_\_\_\_ Per hour up to 500 hours

All prices included in the financial proposal form shall be total prices, including such costs as transportation, uniforms, and all equipment necessary to perform the services set forth in this solicitation. Separate charges shall not be allowed. The Genesee County Parks & Recreation Commission is exempt from the payment of any sales, excise, or federal transportation taxes.

# **PROPOSED PAYMENT SCHEDULE**

Indicate any additional attached information:

- \_\_\_\_\_ Description of Staff and Equipment
- \_\_\_\_\_ State licenses and bonds

Other

Company Name

# **GENESEE COUNTY INSURANCE CHECKLIST**

# RFP Title: SECURITY SERVICES AT CROSSROADS VILLAGE AND HUCKLEBERRY RAILROAD

#### RFP Number: 13-017

-	s Required	Limits (Figures denote minimums)
	orkers Compensation	Statutory limits of Michigan
<u>X</u> 2. En	nployers' Liability	\$1,000,000 accident/disease
		\$500,000 policy limit, disease
<u>X</u> 3. Ge	eneral Liability	Including Premises/operations
		\$1,000,000 per occurrence with \$2,000,000
		aggregate
X 4. Pr	ofessional Liability	\$1,000,000 including errors & omissions
X 5 Pr	ofessional Liability oducts/Completed Operations	\$1,000,000 per occurrence with \$2,000,000
<u> </u>		aggregate
X 6 Au	utomobile Liability	\$1,000,000 combined single limit each accident –
<u>//_</u> 0. //u		owned, hired, non-owned
V 7 I.Ir	nbrella Liability/Excess Coverage	\$3,000,000 BI & PD and PI
	CC Property Damage Coverage	\$1,000,000 Property in Care, Custody & Control
<u>л</u> 9. LO	ost Key Coverage	Actual Cost-Blanket: Includes cost of the keys an
		the cost to re-key
	enesee County named as an additional insure	
	dorsement. A copy of the endorsement must	
Ad	ddition Insured under Blanket coverage within	the policy language is also acceptable. However,
CO	py of the language applicable to this must be	provided
	ther insurance required: Limited Vicarious Liab	
K12. Be	est's rating: A VIII or better, or its equivalent (F	Retention Group Financial Statements)
<u>K</u> 12. Be		Retention Group Financial Statements)
(12. Be X13. Th	est's rating: A VIII or better, or its equivalent (F ne certificate must state RFP number and title. Insurance Agen	Retention Group Financial Statements) t's Statement
(12. Be X13. Th	est's rating: A VIII or better, or its equivalent (F ne certificate must state RFP number and title.	Retention Group Financial Statements) t's Statement
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(12. Be X13. Th have rev	est's rating: A VIII or better, or its equivalent (F ne certificate must state RFP number and title. Insurance Agen	Retention Group Financial Statements) t's Statement r named below. In addition:
<pre></pre>	est's rating: A VIII or better, or its equivalent (F ne certificate must state RFP number and title. Insurance Agent viewed the requirements with proposer ne above policies carry the following deduc	Retention Group Financial Statements) t's Statement named below. In addition: ctibles:
(12. Be X13. Th have rev Th	est's rating: A VIII or better, or its equivalent (F ne certificate must state RFP number and title. Insurance Agent viewed the requirements with proposer	Retention Group Financial Statements) t's Statement named below. In addition: ctibles:
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(12. Be X13. Th have rev Th Lia	est's rating: A VIII or better, or its equivalent (Fine certificate must state RFP number and title.  Insurance Agent ability policies are occurrence surance Agent Proposer's S	Retention Group Financial Statements)  t's Statement named below. In addition: ctibles:  claims made  Signature Statement
(12. Be X13. Th have rev Th Lia	est's rating: A VIII or better, or its equivalent (Fine certificate must state RFP number and title. Insurance Agent viewed the requirements with proposer the above policies carry the following deduc ability policies are occurrence surance Agent	Retention Group Financial Statements)  t's Statement named below. In addition: ctibles:  claims made  Signature Statement
(12. Be X13. Th have rev Th Lia Lia Lia	est's rating: A VIII or better, or its equivalent (Fine certificate must state RFP number and title.  Insurance Agent ability policies are occurrence surance Agent Proposer's S	Retention Group Financial Statements)  t's Statement named below. In addition: ctibles:  claims made  Signature Statement

released. To the degree possible, all changes will be made as soon as feasible. REVISED 12/20/2004

•

# REFERENCES

List 3 references of similar projects

1. Company		
Contact Name		
Address		
Phone Number	E-mail	
2. Company		
Contact Name		
Address		
Phone Number	E-mail	
3. Company		
Contact Name		
Address		
Phone Number	E-mail	

# ATTACHMENT 1 – PUBLIC ACT 330 OF 1968

#### Public Act 330 of 1968 Requirements of applicants for security guards.

#### License Requirements

An applicant for a private security guard agency license must meet the following requirements:

- Be not less than 25 years old.
- Have a high school education or its equivalent.
- Have not been convicted of a felony.
- In the last five years, have not been convicted of any of the following:
  - 1. dishonesty or fraud.
  - 2. unauthorized divulging or selling of information or evidence.
  - 3. impersonation of a law enforcement officer or employee of the US, Michigan or a political subdivision of Michigan.
  - 4. illegally using, carrying, or possessing a dangerous weapon.
  - 5. two or more alcohol related offenses.
  - 6. controlled substances
  - 7. assault.
- Have not been dishonorably discharged from the US military.
- Have a baccalaureate degree in police administration or industrial security from an accredited college or university and 2 years of full time experience in a licensed security guard agency or as a security administrator in private business

#### OR

Has been lawfully engaged in one or more of the following:

- 1. In the private security guard agency business in another state for a period of not less than 3 years.
- 2. For not less than 4 years, served in a supervisory capacity with the rank above that of a patrolman in a licensed security guard agency.
- 3. For not less than 4 years, served as a full-time certified police officer for a city, county, or state government or the United States government.
- Has posted a \$25,000 surety bond with the Department or furnishes an insurance policy in the amount of \$25,000.00 for property damages, \$100,000.00 for the injury or death of one person, and \$200,000.00 for injuries to or deaths of more than one person.
- Has not been judged to be insane by a court, unless restored to sanity by a court order.
- Does not having any outstanding warrants for his/her arrest.
- Has a Michigan office location and a resident manager

## STANDARD CONTRACT TEMPLATE

## SECURITY SERVICES AT CROSSROADS VILLAGE AND HUCKLEBERRY RAILROAD LOCATIONS

This Contract for Professional Services (the "Contract") is by and between the Genesee County Parks and Recreation Commission, whose principal place of business is located at 5045 E. Stanley Rd., Flint, MI 48506 (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 # 13-017 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by the Genesee County Parks and Recreation Commission.

#### 2. Term

2.1 Initial Term

The initial term of this contract shall be January 1, 2014 thru December 31, 2015, and shall be effective for two (2) years (the "Initial Term").

#### 2.2 Extension Terms

Based on continued funding and after an acceptable performance evaluation the County may, at their option, extend the period of this agreement up to four (4) additional one-year (1) periods. The option to renew will be at the sole discretion of the Genesee County Parks and Recreation Commission. The contractor shall be notified in writing of the County's intention to extend the contract within 60 calendar days before the expiration of the original contract period.

#### 3. Purpose

This Contract is entered into for the purpose of routine safeguarding of Genesee County Parks & Recreation Commission ("County") properties located at 6140 Bray Road and known as Crossroads Village & Huckleberry Railroad. Safeguarding is meant to include property protection against any possible loss or damage from theft, fire, vandalism, illegal entry or other causes. The successful proposer will work in coordination with and under the direction of the Commission's Park Ranger division.

#### 4. Scope of Services

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

#### 5. Compensation

The Contractor shall be paid according to the rates identified on Exhibit B. 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. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

6. **Taxes.** The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

#### 7. Contract Administrator

The contract administrator for this Contract is [Contract Administrator] (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. **Reporting Requirements**

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit C.

#### 9. Inspection and Acceptance

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

#### 10. Warranties

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.

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

The Contractor agrees to indemnify 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.

#### 11. Suspension of Work

11.1 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.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the 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.

#### 12. Termination

12.1 Termination for Cause

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

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

#### 12.2 Immediate Termination

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

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

#### 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (60) days' written notice to the Contractor.

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

12.4 Termination for Lack of Funding

If this Agreement 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 Agreement by written notice specifying the date of termination.

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

#### 13. Nondiscrimination

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

#### 14. Freedom of Information Act

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

#### **15.** Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

#### 16. Audit Rights

16.1 Certification of Accurate Information

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

#### 16.2 Inspection

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

#### 16.3 Audit

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

#### 16.4 Records Retention

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

#### 17. Identity Theft Prevention

- 17.1 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.
- 17.2 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.

#### 18. Insurance Requirements and Indemnification

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

18.1 Notice of Cancellation

All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

#### 18.2 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.

#### 18.3 Indemnification

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

#### **19.** Independent Contractor

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

#### 20. General Provisions

20.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

20.2 No Assignment

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

20.3 Modification

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

20.4 Binding Effect

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

#### 20.5 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.

#### 20.6 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.

#### 20.7 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.

#### 20.8 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.

#### 20.9 Remedies

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

#### [SIGNATURE PAGE FOLLOWS]

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

CONTRACTOR NAME

GENESEE COUNTY PARKS AND RECREATION COMMISSION

By:\_\_\_\_\_ Name of Contractor Signatory Title of Contractor Signatory Ву:\_\_\_\_\_

Chairperson or Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_

### EXHIBIT A Description of the Services

EXHIBIT B Fee Schedule

### EXHIBIT C Reports Required From Contractor

#### EXHIBIT C GENESEE COUNTY INSURANCE CHECKLIST

#### **RFP** Title: SECURITY SERVICES AT CROSSROADS VILLAGE AND HUCKLEBERRY RAILROAD

#### RFP Number: 13-017

Coverages Required		Limits (Figures denote minimums)	
X 1.	Workers Compensation	Statutory limits of Michigan	
X 2.	Employers' Liability	\$1,000,000 accident/disease	
<u>X</u> 3.	General Liability	\$500,000 policy limit, disease Including Premises/operations \$1,000,000 per occurrence with \$2,000,000	
<u>X</u> 4.	Professional Liability	aggregate \$1,000,000 including errors & omissions	
<u>X</u> 5.	Products/Completed Operations	\$1,000,000 per occurrence with \$2,000,000	
<u>X</u> 6.	Automobile Liability	aggregate \$1,000,000 combined single limit each accident – owned, hired, non-owned	
X 7.	Umbrella Liability/Excess Coverage	\$3,000,000 BI & PD and PI	
X 8.	CCC Property Damage Coverage	\$1,000,000 Property in Care, Custody & Control	
<u>X</u> 9.	Lost Key Coverage	Actual Cost-Blanket: Includes cost of the keys and the cost to re-key	
<u>X</u> 10.	X 10. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided		

- copy of the language applicable to this must be provided X\_11. Other insurance required: Limited Vicarious Liability Coverage X\_12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
- X 13. The certificate must state bid number and title.

#### **Insurance Agent's Statement**

I have reviewed the requirements with bidder named below. In addition:

The above policies carry the following deductibles:

Liability policies are occurrence claims made