

12-248

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Metropolitan Planning Commission to approve the amendment to the Community Development Block Grant Recovery Program to authorize the use of \$129,000.51 in remaining funds for the removal of dead ash trees in the Beecher neighborhood through a Subrecipient Agreement with the Charter Township of Mt. Morris, is approved (a copy of the memorandum request dated June 13, 2012, and supporting documentation being on file with the official records of the June 20, 2012 meeting of the Community & Economic Development Committee of this Board), and the Chairperson of this Board is authorized to sign the Subrecipient Agreement on behalf of Genesee County, Michigan.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

C061312VIA
ACT:ms
06-13-12
06-27-12C01

C01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 13, 2012 by the Finance Committee of this Board authorizing the Prosecutor's submission of the Title-IV Cooperative Reimbursement contract application for the three year period beginning October 1, 2012, and the Chairperson of this Board is authorized to sign the application as required (a copy of the memorandum request dated June 5, 2012 being on file with the official records of the June 13, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F061312VIA
CDB:ms
06-13-12
06-27-12F01

F01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 13, 2012 by the Finance Committee of this Board authorizing the Department of Human Services Genesee County Children's District Child Care Fund budget amendments as listed below:

	Original CCF Allocation FY 11-12	Amended CCF Allocation FY 11-12
Family Foster Care Sub Total	\$1,205,976.00	\$1,280,976.00
Institutional Care Sub Total	\$1,545,386.00	\$1,249,886.00
In Home Care Sub Total	\$ 202,685.00	\$ 202,685.00
Independent Living Total	\$ 103,270.00	\$ 323,770.00
Total	\$3,057,317.00	\$3,057,317.00

(a copy of the memorandum request dated June 5, 2012 being on file with the official records of the June 13, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F061312VIIB
CDB:ms
06-13-12
06-27-12F02

F02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 13, 2012 by the Finance Committee of this Board authorizing hiring of four Public Health Nurses and one part-time data entry clerk/biller by the Genesee County Health Department for the new Nurse Family Partnership program.

BE IT FURTHER RESOLVED, that the Interim Director of the Human Resources Department is directed to commence the hiring process so that the positions may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement (a copy of the memorandum request dated May 15, 2012 being on file with the official records of the June 13, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F061312VIIC
CDB:ms
06-13-12
06-27-12F03

F03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 20, 2012 by the Finance Committee of this Board authorizing the Prosecutor's submission of his application to the State of Michigan for a non-matching Byrne JAG High Crime Cities Prosecution grant in the amount of \$250,000.00 for the period beginning October 1, 2012 through September 30, 2013 (a copy of the memorandum request dated June 18, 2012 being on file with the official records of the June 20, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F062012VIIA
CDB:ms
06-20-12
06-27-12F04

F04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 20, 2012 by the Finance Committee of this Board authorizing the Prosecutor's submission of his application to the State of Michigan for a non-matching Byrne JAG Major Case Bureau grant in the amount of \$250,000.00 for the period beginning October 1, 2012 through September 30, 2013 (a copy of the memorandum request dated June 18, 2012 being on file with the official records of the June 20, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F062012VIIB
CDB:ms
06-20-12
06-27-12F05

F05

12-254

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby approves the request by the Sheriff to enter a contract with Flushing Community Schools for the provision of a School Resource Officer.

BE IT FURTHER RESOLVED, that the Sheriff and Corporation Counsel shall prepare the contract for services, and submit the final document for approval by this Board (copies of the memorandum requests dated June 13 and 18, 2012 and supporting documentation being on file with the official records of the June 20, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F062012VIIC
CDB:ms
06-20-12
06-27-12F06

F06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Building and Grounds Department to make the following transfers within its budget to cover anticipated overtime through September 30, 2012, is approved, and the Controller is authorized and directed to make the necessary budgetary adjustments:

Buildings & Grounds - Overtime	(631.2653.30055)	\$15,000
Buildings & Grounds - Life Health Insurance	(631.2653.33085)	(5,000)
Buildings & Grounds - Supplies Maintenance	(631.2653.35370)	(5,000)
Buildings & Grounds - Janitorial Services	(631.2653.43005)	<u>(5,000)</u>
Total		<u>\$ 0</u>

(a copy of the memorandum request dated June 18, 2012 being on file with the official records of the June 20, 2012 meeting of the Finance Committee of this Board).

F062012VIID
CDB:ms
06-20-12
06-27-12F07

F07

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Equalization Director to eliminate the part-time Examiner position effective September 30, 2012, and to create a full-time Examiner position within the Equalization budget, is approved.

BE IT FURTHER RESOLVED, that the Interim Director of the Human Resources Department is directed to commence the hiring process so that the newly created full-time position may be filled as soon as practicable in accordance with County policy so as to permit an overlap for training with the current part-time position.

BE IT FURTHER RESOLVED, that the Controller is authorized and directed to perform the necessary budget adjustments to the Equalization Department's 2011-12 fiscal year budget (copies of the memorandum requests dated June 18, 2012 and May 30, 2012 being on file with the official records of the June 20, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F062012VIIIE
CDB:ms
06-20-12
06-27-12F08

F08

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby approves the proposed contract between Genesee County and the Charter Township of Montrose (the "Township") for the provision by the Genesee County Controller of accounting services to the Township commencing July 9, 2012 through December 31, 2012, with the possibility of yearly extensions (a copy of the memorandum request dated June 20, 2012 and the proposed contract being on file with the official records of the June 20, 2012 meeting of the Finance Committee of this Board).

FINANCE COMMITTEE

F062012VIIF
CDB:ms
06-20-12
06-27-12F09

F09

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, allows and authorizes the payments of bills, claims, and obligations for the County of Genesee in the amount of \$2,850,156.03 for the period ending June 15, 2012, including \$261,563.40 from the General Fund; and \$33,194,694.38 for the period ending June 8, 2012, including \$61,559.23 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G062012VIA
ACT:ms
06-20-12
06-27-12G01

G01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken June 20, 2012 by the Governmental Operations Committee of this Board authorizing the Prosecutor's submission of an application for the FY 2012-2013 Flint Area Narcotics Group grant (a copy of the memorandum request dated June 8, 2012, being on file with the official records of the June 20, 2012 meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G062012VIIC
ACT:ms
06-20-12
06-27-12G02

G02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the expedited action of the Governmental Operations Committee at its meeting on June 20, 2012, to approve the request by the Genesee County Community Action Resource Department to authorize the elimination of 10 positions within the Department, identified as 1 Employment Services Marketing Tech, 4 Employment Services Techs, 3 Employment Services Tech Aides, 1 Support Services Intake Worker, and 1 Clerical Assistant, and to authorize the lateral transition of the Employment Services Director to the position of Special Projects Director, all effective June 30, 2012, is ratified (a copy of the memorandum request dated June 20, 2012, being on file with the official records of the June 20, 2012, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G062012VIID
ACT:ms
06-20-12
06-27-12G03

G03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Friend of the Court to approve his attendance at the Friend of the Court Association Seminar in Bellaire, Michigan, on July 24 - 27, 2012, is approved (a copy of the memorandum request dated June 4, 2012, being on file with the official records of the June 20, 2012, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G062012VIIE
ACT:ms
06-20-12
06-28-12G04

G04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

WHEREAS, pursuant to the procedures mandated in this Board's Resolution #08-05, certain departments have submitted funding requests and asserted justifications for overtime for the period of July 1, 2012 through July 31, 2012, such requests and asserted justifications appearing in the official records of the June 20, 2012, meeting of the Governmental Operations Committee of this Board; and

WHEREAS, said Committee, upon review and consideration of said requests and asserted justifications, has recommended certain funding for the overtime activities requested for funding, as above referenced, by the Departments and/or Divisions of Departments as listed on the following schedule.

NOW, THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the sum of \$41,241.00 is appropriated from General Fund Contingencies - Reserve for Overtime (101.00.00.9010.70075.000) and allocated as specified to the Overtime Account (30055) of the respective departments as detailed below:

<u>Account</u>	<u>Department</u>	<u>Amount</u>
101.00.00.1311	Circuit Court	1,063
101.00.00.1320	Jury Board	0
101.00.00.1360	District Court	2,373
101.00.00.1390	Family Court	0
101.00.00.1485	Probate Court	0
101.00.00.2160	County Clerk	2,750
101.00.00.2292	Prosecutor	0
101.00.00.2310	Court Services	0
101.00.00.2530	Register of Deeds	0
101.00.00.2530	Treasurer's Office	0
101.00.00.3020	Sheriff Court Security-Transport	1,009
101.00.00.3025	Sheriff Court Security-Transport-McCree	1,009
101.00.00.3028	Sheriff Court Security-Transport-Probate	504

101.00.00.3030	Sheriff Corrections Division	26,873
101.00.00.3050	Sheriff Administration	0
101.00.00.3110	Sheriff Investigative Division	1,003
101.00.00.3111	Sheriff Drug Team	0
101.00.00.3145	Sheriff Overtime	0
101.00.00.3150	Sheriff Traffic (Road Patrol)	0
101.00.00.3160	Sheriff Marine Section	900
101.00.00.3200	Sheriff Training	0
101.00.00.3205	Sheriff Tether	0
205.00.00.4300	Animal Shelter	0
226.00.00.6050	Medical Examiner	0
226.00.00.3110	Medical Examiner Sheriff	0
623.00.00.2236	Controller	0
628.00.00.2582	Management Information Systems	0
630.00.00.2332	Purchasing	0
631.00.00.2653	Building and Grounds	3,435
631.00.00.2656	Building and Grounds - McCree	280
631.00.00.3030	Building and Grounds - Jail	546
645.00.00.2334	Motor Pool	650
670.00.00.2260	Human Resources	0

TOTAL	<u>\$ 42,395</u>
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to cover all anticipated overtime costs during the month of July, 2012 in these departments.

GOVERNMENTAL OPERATIONS COMMITTEE

G062012VIIF
 ACT:ms
 06-20-12
 06-28-12G05

G05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Treasurer to approve the attendance of three Treasurer's Office employees at the Michigan Association of County Treasurers training conference in Bellaire, Michigan, on August 26 - 29, 2012, at a total cost not to exceed \$1,800.00, to be paid from the training line item in the Treasurer's Office budget (Fund No. 101.2350.46495), is approved (a copy of the memorandum request dated June 4, 2012, being on file with the official records of the June 20, 2012, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G062012VIIG
ACT:ms
06-20-12
06-27-12G06

G06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department (GCCARD) for authorization to accept the contract modification identified below is approved, and the Executive Director of GCCARD is authorized to sign said document on behalf of GCCARD:

Contract #	Modification Intent/Specifics	Funding Change
008-J-10	Modification # 8 - Adding EUC Re-Employment funds to the ES contract to provide Emergency Re-Employment Services to eligible participants	\$235,190.00

(a copy of the memorandum request dated June 13, 2012 and contract modification document being on file with the official records of the June 13, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H061312VIA2
CDB:ms
06-13-12
06-27-12H01

H01

12-205

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department (GCCARD) for authorization to accept the site agreements between the GCCARD Head Start Program and Charles Stewart Mott Community College, for the purpose of providing premises for the Head Start Program on the Mott Community College Southern Lakes branch and the Mott Community College Main Campus for the period commencing September 1, 2012 and ending August 31, 2013, is approved, and the Executive Director of GCCARD and Chairperson of this Board are authorized to sign said documents on behalf of GCCARD (a copy of the memorandum request dated June 13, 2012 and License documents being on file with the official records of the June 13, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H061312VIA3
ACT:ms
06-13-12
06-27-12H02

H02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department (GCCARD) to approve the Agreement between GCCARD and Mott Community College, for the purpose of providing training based on the Child Development Associate competencies to the Head Start personnel for the period commencing August 1, 2012 and ending July 31, 2013, is approved, and the Executive Director of GCCARD and Chairperson of this Board are authorized to sign said documents on behalf of GCCARD (a copy of the memorandum request dated June 13, 2012 and Agreement being on file with the official records of the June 13, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H061312VIIA4
CDB:ms
06-13-12
06-27-12H03

H03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resource Department (GCCARD) to approve the Agreement between GCCARD and Mott Community College, for the purpose of providing training based on the Child Development Associate competencies to the Head Start personnel for the period commencing August 1, 2012 and ending July 31, 2013, is approved, and the Executive Director of GCCARD and Chairperson of this Board are authorized to sign said documents on behalf of GCCARD (a copy of the memorandum request dated June 13, 2012 and Agreement being on file with the official records of the June 13, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H061312VIIA4
CDB:ms
06-13-12
06-27-12H04

H04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of the Genesee County Community Action Resources Department (GCCARD) for authorization to submit the Head Start Program application to re-compete to continue the operation of the Head Start and Early Head Start program under GCCARD for the 2013-14 school year in the amount of \$14,943,662 for head Start and \$3,799,464 for Early Head Start is approved, and the Chairperson of this Board is authorized to sign the application on behalf of Genesee County (a copy of the memorandum request dated June 13, 2012 and Application for Federal Assistance being on file with the official records of the June 13, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H061312VIA5
CDB:ms
06-13-12
06-27-12H05

H05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Health Officer to approve overnight travel and attendance by Health Department employee Tonya French-Turner, REACH US Project Coordinator, to the National REACH US Coalition Board Meeting in Washington, DC for the period July 10-11, 2012, at a cost not to exceed \$1,011.50, costs to be funded by the Centers for Disease Control and Prevention, funding account no. 221.00.00.6020.46495.000 Training, is approved (a copy of the memorandum request dated June 13, 2012 being on file with the official records of the June 13, 2012 meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H061312VIIB1
CDB:ms
06-13-12
06-27-12H06

H06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the attached Genesee County Purchasing Regulations are approved, and that all Genesee County departments and agencies are directed to follow the policies and procedures set forth in the Purchasing Regulations. Any prior regulations or policies related to purchasing by County departments and agencies are hereby rescinded.

PUBLIC WORKS COMMITTEE

P062012VIA
ACT:ms
06-20-12
06-27-12P01

P01



These Genesee County Purchasing Regulations have been adopted by the Genesee County Board of Commissioners. It is the Board's determination that all County Departments shall follow the procedures set forth in these Regulations. Any prior regulations related to purchasing by County Departments are hereby rescinded and replaced.

The Purchasing Regulations are adapted from the Model Procurement Ordinance promulgated by the American Bar Association. The Model Procurement Ordinance was developed by the ABA Sections of Urban, State, and Local Law and Public Contract Law, and was reviewed by the National Institute of Governmental Purchasing.

The Purchasing Regulations were approved at a regular meeting of the Board of Commissioners held on July 21, 2009.

Omar Sims

Brenda Clack

John Northrup

Miles Gadola

Patrick Gleason

Archie Bailey

Ted Henry

Fred Shaltz

JAMIE W. CURTIS, CHAIRPERSON
GENESEE COUNTY BOARD OF COMMISSIONERS

ARTICLE 1 - GENERAL PROVISIONS

Part A - Purpose and Application

1-101 Purpose

The purpose of these Regulations is to provide for the fair and equitable treatment of all persons involved in public purchasing by Genesee County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1-102 Application

These Regulations apply to contracts for the procurement of supplies, services, and construction, entered into by Genesee County after the effective date of these Regulations. They shall apply to every expenditure of public funds by Genesee County irrespective of the source of the funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state law and regulations. Nothing in these Regulations shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Part B - Public Access to Procurement Information

1-201 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in Act 442 of the Public Acts of 1976 (Michigan Compiled Laws (MCL) 15.231 et seq.), as amended, and shall be available to the public as provided in said statute.

Part C - Interpretation

1-301 Definitions

- (1) *The Board* means the Genesee County Board of Commissioners.
- (2) *Brand Name or Equal Specification.* A specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.
- (3) *Brand Name Specifications.* A specification limited to one or more items by manufacturers' names or catalogue numbers.

- (4) *Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity offering or providing a product or service to the County.
- (5) *Capital Equipment.* An article costing more than \$1,000.00, with a useful life of more than one year, but excluding Information Technology.
- (6) *Change Order.* A written order issued by the Contract Administrator or the Purchasing Director directing the contractor to make changes which the "changes" clause of the contract authorizes the Contract Administrator or Purchasing Director to order without the consent of the contractor.
- (7) *Contract Modification (bilateral change).* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- (8) *Confidential Information.* Any information which is available to any employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.
- (9) *Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, or routine maintenance of existing structures, buildings, or real property.
- (10) *Contract.* All types of County agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.
- (11) *Contractor.* Any person or entity having a contract with the County.
- (12) *Cost Analysis.* The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- (13) *Cost Data.* Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.
- (14) *Cost-Reimbursement Contract.* A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance

with the contract terms and the provisions of these Regulations, and a fee or profit, if any.

- (15) *Department.* Any department or other governmental unit designated as a "department" within the budget system of Genesee County, irrespective of whether that unit in any other respect, sense or designation is a unit of County government.
- (16) *Direct or Indirect Participation.* Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase or request, influencing the content of any specification or procurement standard, or rendering of advice, investigation, auditing, or any other advisory service.
- (17) *Employee.* An individual drawing a salary or wages from the County, whether elected or not. For the purposes of these Purchasing Regulations, the definition of *Employee* also includes any noncompensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County, and any noncompensated individual serving as an elected official of the County.
- (18) *Financial Interest.*
 - (a) Ownership of an interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent;
 - (b) Ownership of any property or business; or
 - (c) Holding a position in a business such as officer, Purchasing Director, trustee, partner, employee, or the like, or holding any position of management.
 - (d) Ownership of stock in a corporation and receipt of dividends or other benefits by virtue of that ownership. However, ownership of stock in a corporation does not constitute a financial interest within the meaning of these Regulations if the stock owned is not listed on a stock exchange and does not exceed 1% of the total outstanding stock of any class, or, if the stock is listed on a stock exchange, if the stock does not have a present market value in excess of \$25,000.

- (19) *Genesee County Business.* A sole proprietorship, partnership, limited partnership, limited liability company, or corporation whose primary place of business is located within Genesee County, Michigan, and who has made a personal property tax filing with a city or township treasurer within Genesee County within the last 12 months, or who has paid a real property tax assessment to a city or township treasurer within Genesee County within the last 12 months.
- (20) *Gratuity.* A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- (21) *Immediate Family.* A spouse, children, parents, brothers, and sisters.
- (22) *Information Technology.* Management Information Services equipment such as computers, servers, monitors, printers, scanners, input devices, networking equipment, and software, and telecommunications equipment such as telephones, fax machines, modems, routers, switches, and network devices. In addition, this definition includes support and service contracts for all types of computer equipment.
- (23) *Invitation for Bids.* All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
- (24) *MIS Director.* The Director of the Genesee County Management Information Services Department.
- (25) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.
- (26) *Preferred Business.* A Genesee County Business, or a Veteran-Owned Business.
- (27) *Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to obtaining of, or seeking to obtain, any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- (28) *Public Agency.* A public entity subject to or created by the County.
- (29) *Public Entity.* A governmental entity such as the Federal Government, the State of Michigan, or any municipality, and any agency or political subdivision of the Federal Government, any of the United States, or a municipality.

- (30) *Purchasing Director* means the Purchasing Director as described in Article 2 of these Regulations.
- (31) *Qualified Products List*. An approved list of supplies, services, or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the Purchasing Director has determined will meet the applicable specification requirements.
- (32) *Request for Proposals*. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- (33) *Request for Qualifications*. All documents, whether attached or incorporated by reference, utilized for soliciting offers for the purpose of a qualifications based determination.
- (34) *Responsible Bidder or Offeror*. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- (35) *Responsive Bidder*. A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.
- (36) *Services*. The furnishings of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- (37) *Specification*. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
- (38) *Supplies*. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.
- (39) *Surplus Property*. Surplus property is all personal property, including equipment, capital equipment, information technology, and supplies, owned by the County that is not currently being utilized by any County Department.
- (40) *Using Agency*. Any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to these Regulations.

- (41) *Veteran.* A person who served in the active military forces, during a period of war or who received the armed forces expeditionary or other campaign service medal during an emergency condition, and who was discharged or released therefrom under honorable conditions.
- (42) *Veteran-Owned Business.* A business which is at least 51% owned by veterans.

ARTICLE 2 - OFFICE OF THE PURCHASING DIRECTOR

2-101 Establishment, Appointment, and Tenure

- (1) *Establishment of the Position of Purchasing Director.* There is hereby created the position of purchasing director, who shall be the County's principal public purchasing official.
- (2) *Appointment.* The Purchasing Director shall be appointed by the Genesee County Board of Commissioners. The Purchasing Director shall meet the minimum standards set forth in the Purchasing Director job description promulgated by the County's Human Resources Director.
- (3) *Tenure.* Pursuant to Public Act 156 of 1851, as amended (MCL 46.1 et seq;), the Purchasing Director shall be appointed by the Board of Commissioners to serve an indefinite term (MCL 46.13a) and may be removed from office by the County Board of Commissioners as permitted by statute (MCL 46.11 (q)).

2-102 Authority and Duties

- (1) *Principal Public Purchasing Official.* Except as otherwise provided herein, the Purchasing Director shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services, and construction in accordance with these Regulations, as well as the management and disposal of supplies.
- (2) *Duties.* In accordance with these Regulations, and subject to the supervision of the County Board of Commissioners, the Purchasing Director shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the County;
 - (b) exercise direct supervision over the County's Motor Pool and general supervision over all other inventories of supplies belonging to the County;
 - (c) sell, trade, or otherwise dispose of surplus equipment and supplies belonging to the County; and
 - (d) establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.

- (3) *Approval of Award.* The Purchasing Director shall make no bid award of any contract other than as authorized by these Purchasing Regulations, unless approved by the County Board of Commissioners.
- (4) *Operational Procedures.* Consistent with these Regulations, and with the approval of the Genesee County Board of Commissioners, the Purchasing Director may adopt operational procedures relating to the execution of his or her duties.

2-103 Delegations to Other County Officials

With the approval of the County Board of Commissioners, the Purchasing Director may delegate authority to purchase certain supplies, services, or construction items to other County officials, if such delegation is deemed necessary for the effective procurement of those items.

ARTICLE 3 - SOURCE SELECTION AND CONTRACT FORMATION

Part A - Methods of Source Selection

3-101 Competitive Sealed Bidding

- (1) *Conditions for Use.* All procurement contracts of the County shall be awarded by the use of competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 Requests for Qualifications, 3-104 (Small Purchases), 3-106 (Public Entity Procurements), 3-107 (Bridge Contracts), 3-108 (Sole Source Procurement), and 3-109 (Emergency Procurements), of these Regulations.
- (2) *Invitation for Bids.* An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- (3) *Public Notice.* Adequate public notice of the invitation for bids shall be given, which notice shall be not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. The public notice shall state the place, date, and time of bid opening.
- (4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Purchasing Director deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-201 (Public Access to Procurement Information).
- (5) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in these Regulations. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.
- (6) *Correction or Withdrawal of Bids; Cancellation of Awards.* Corrections or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be

permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Director.
- (7) *Second Chance for Preferred 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 or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned 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 Director. 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.
- (8) *Award.* The Using Agency, with the advice and approval of the Purchasing Director, shall evaluate the bids and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the lowest responsive and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the lowest responsive and responsible bidder submitted a bid for a construction project which exceeds available funds as certified by the Controller, the Purchasing Director is authorized, when time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated

adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. The Board of Commissioners may award multiple contracts, dividing the goods, services, or construction called for in the invitation for bids between multiple responsive and responsible bidders, if it is in the best interest of the County.

- (9) *Multi-Step Sealed Bidding.* When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3-102 Competitive Sealed Proposals

- (1) *Conditions for Use.* When the Purchasing Director determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.
- (2) *Request for Proposals.* Proposals shall be solicited through a request for proposals.
- (3) *Public Notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice).
- (4) *Receipt of Proposals.* A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- (5) *Disclosure of Offerors, Contents.* The identity of any offeror or the contents of any proposal shall not be disclosed to competing offerors prior to award of the contract.
- (6) *Evaluation Factors.* The request for proposals shall state the relative importance of price and other evaluation factors.
- (7) *Discussion with Responsible Offerors and Revisions to Proposals.* As provided in the request for 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. Offerors who submitted proposals determined to be reasonably susceptible of being selected for award shall be accorded fair

and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

- (8) *Preference for Genesee County Businesses and Veteran-Owned Businesses.* Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
- (9) *Award.* The Using Agency, with the advice and approval of the Purchasing Director, shall evaluate the proposals and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. The bid file shall contain the basis on which the award is made. The Board of Commissioners may award multiple contracts, dividing the goods, services, or construction called for in the request for proposals between multiple responsive responsible offerors, if it is in the best interest of the County.

3-103 Qualifications Based Selection

- (1) *Conditions for Use.* When professional services are required by the County and using a qualifications based selection criteria is determined by the Purchasing Director to be the most appropriate procurement process to be used, a contract may be entered into by use of the request for qualifications method.
- (2) *Request for Qualifications.* As determined by the Purchasing Director, qualifications shall be solicited through a request for qualifications. The request may specify the services needed and the price the County may pay for those services. Further, qualifications may be solicited for the purpose of pre-qualifying firms for the issuance of an invitation for bids or request for proposals. In issuing a request for qualifications where the scope of work/services and price to be paid for the services are not clearly specified, the County may engage in negotiating a specific scope of work/services and price with the most qualified offeror. In the event the most qualified offeror and the County cannot reach an agreement through the negotiation process, negotiations may be undertaken with the next most qualified offeror until an agreement is approved by the Board of Commissioners.
- (3) *Public Notice.* Adequate public notice of the request for qualifications shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice).

- (4) *Receipt of Qualifications.* A register of qualifications shall be prepared containing the name of each offeror and the qualifications of each offeror. The register of qualifications shall be open for public inspection only after contract award.
- (5) *Evaluation Factors.* The request for qualifications shall state the evaluation factors to be used in selecting the successful offeror.
- (6) *No Modification of Services or Price.* There shall be no change to the services or the price set in the request for qualifications without the approval of the Purchasing Director.
- (7) *Preference for Genesee County Businesses and Veteran-Owned Businesses.* the funding source for the contract prohibits such preferences, in the case of requests for qualifications where a quantitative based evaluation criteria is used for evaluating responsive submissions, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
- (8) *Award.* The Using Agency, with the advice and approval of the Purchasing Director, shall evaluate the qualifications and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the responsible offeror whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the request for qualifications. The bid file shall contain the basis on which the award is made.

3-104 Small Purchases

- (1) *General.* Except as provided in 3-105 below, any contract not exceeding \$30,000 per contract year may be made in accordance with the small purchase procedure authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.
- (2) *Small Purchases over \$3,000.* For small purchases over \$3,000, the Using Department shall solicit no less than three business to submit quotations to provide the good or service sought. Such businesses to be solicited shall include, but not necessarily be limited to, local businesses, if qualified local businesses exist, in order to ensure that there will be full participation of all segments of the local business and contracting community. The Purchasing Director shall award the contract to the business offering the lowest acceptable quotation. Relative qualifications may be considered as well as quoted fees, however, in awarding contracts for services. The names of the businesses submitting quotations, and the date and amount of each

quotation, shall be recorded and maintained as a public record. Unless the funding source for the contract prohibits such preferences, if the most favorable quotation is submitted by a business other than a Genesee County Business or Veteran-Owned Business, the Purchasing Director shall afford the Preferred Business who submitted the lowest quotation that is within 5% of the most favorable quotation an opportunity to amend their quotation, and the amended quotation shall be considered.

- (3) *Small Purchases \$3,000 or less.* The Purchasing Director is authorized to approve small purchases of \$3,000 or less, where the purchase is covered by an existing budgetary line item and sufficient funds have been appropriated to cover the purchase. The Purchasing Director shall adopt operational procedures for making such small purchases of \$3,000 or less that provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made.

3-105 Category-Specific Small Purchase Procedures

- (1) *Capital Equipment.* The Purchasing Director is authorized to award a contract for the purchase of Capital Equipment if the purchase price of the equipment does not exceed \$5,000.00, the requesting Department's budget contains sufficient funds in the appropriate line item(s) to fund the purchase, and the purchase is otherwise consistent with the Purchasing Regulations. If the purchase price of Capital Equipment exceeds \$5,000.00, but does not exceed \$30,000, the Chairperson of the Public Works Committee may authorize the Purchasing Director to award the contract if the requesting Department's budget contains sufficient funds in the appropriate line item(s) to fund the purchase, and the purchase is otherwise consistent with the Purchasing Regulations..
- (2) *Information Technology.* The MIS Director is authorized to award a contract for the purchase of Information Technology without the approval of the Board if the purchase price of the Information Technology does not exceed \$5,000.00, the requesting Department's budget contains sufficient funds in the appropriate line item(s) to fund the purchase, and the purchase is otherwise consistent with the Purchasing Regulations. If the purchase price of the Information Technology exceeds \$5,000.00, but does not exceed \$30,000, the Chairperson of the Public Works Committee may authorize the MIS Director to award the contract if all of the following conditions apply:
 - (a) The purchase price of the Information Technology does not exceed the amount budgeted in the appropriate line item(s) funding the purchase;

- (b) The procurement is for the general replacement or upgrade of existing Information Technology typically provided by the MIS Department.

The MIS Director shall provide quarterly reports to the Public Works Committee detailing fiscal year-to-date purchases of all contracts for the purchase of Information Technology awarded pursuant to this Section.

- (4) Procurements made pursuant to this Section must not be artificially divided so as to avoid Board approval.

3-106 Public Entity Procurements

If the Purchasing Director determines that it is in the best interest of the County to obtain goods, services, or construction from those available within the public sector, the Board may award a contract to a public entity without competition. Among the factors to be considered in determining whether a public entity procurement is in the best interest of the County is the cost effectiveness of the proposed procurement.

3-107 Bridge Contracts

The Board may award a contract for large purchases and the Purchasing Director may award a contract for small purchases to a person who has an existing contract with another public entity for goods, services, or construction that the County would like to procure if at a minimum:

- (1) The contract is for the same goods, services, or construction and at the same price, terms, and conditions as are in the contract with the other public entity;
- (2) The contract between the person and the other public entity was awarded as a result of adequate competition as determined by the Purchasing Director; and
- (3) The bridge contract is in the best interest of the County.

3-108 Sole Source Procurement

A contract may be awarded without competition when the Purchasing Director determines, after conducting a good faith review of available sources and existing equipment, that:

- (1) there is only one source for the required supply, service, or construction item; or
- (2) the chosen source is the best choice in the interests of equipment standardization and efficient operations.

When the contract amount is less than \$30,000, the contract may be awarded by the Purchasing Director. Where the contract amount is greater than \$30,000, the Board of Commissioners may award the contract. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract.

3-109 Emergency Procurements

Notwithstanding any other provisions of these Regulations, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

3-110 Cancellation of Invitations for Bids or Requests for Proposals

When it is in the best interests of the County, the Purchasing Director may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject, in whole or in part, any or all bids, proposals, or other submissions as may be specified in the solicitation. The reasons therefore shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

3-111 Existing Contracts, Exclusivity

If there is an existing contract between the County and a Contractor for a particular good or service, a County Department shall not seek to obtain a

contract for that same good or service from another Contractor unless that County Department first determines that the alternative contract is more cost-effective and more advantageous for the County. Such justification shall be made in writing, and shall be filed with the Purchasing Director prior to the award of the alternative contract.

Part B - Qualifications and Duties

3-201 Responsibility of Bidders and Offerors

Determination of Nonresponsibility. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Director. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the bid file and be made a public record.

3-202 Bid, Payment, and Performance Bonds on Supply or Service Contracts

Bid surety, payment bonds, or performance bonds or other security may be required for supply contracts or service contracts in conformance with State law or as the Purchasing Director or head of a Using Agency deems advisable to protect the County's interest. Any such bonding requirements shall be set forth in the solicitation. Bid surety, payment bonds, or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

Construction contracts not exceeding \$50,000.00 do not require a bid bond.

Part C - Types of Contracts and Contract Administration

3-301 Types of Contracts

(1) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when one of the following conditions applies:

- (a) The Purchasing Director determines, in writing that such a contract is likely to be less costly to the County than any other type of contract

or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.

- (b) The Using Agency approves the Contractor's line-item budget for the contract and determines that the line items within that budget are consistent with market rates for each line-item.

(2) *Multi-Term Contracts.*

- (a) *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time as deemed by the Purchasing Director to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore.
- (b) *Determination Prior to Use.* Prior to the utilization of a multi-term contract, it shall be determined:
 - (i) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.

(3) *Multiple Source Contracting.*

- (a) *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provision of Uniform Commercial Code Section 2-306(1).
- (b) *Limitations on Use.* A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-102 (Competitive Sealed Proposals), Section 3-103 (Request for Qualifications), Section 3-104 (Small Purchases), and Section 3-109 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without

sacrifice of economy or service, or is not in the best interests of the County. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

- (c) *Contract and Solicitation Provisions.* All eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:
 - (i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 - (ii) the County shall reserve the right to take bids separately if the Purchasing Director approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County.
- (d) *Intent to Use.* If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- (e) *Determination Required.* The Purchasing Director shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the bid file.

3-302 Contract Clauses and Their Administration

- (1) *Contract Clauses.* All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Director, after consultation with Corporation Counsel, may issue clauses appropriate for supply, service, or construction contracts.
- (2) *Standard Clauses and Their Modification.* The Purchasing Director, after consultation with Corporation Counsel, may establish standard contract clauses for use in County contracts. If the Purchasing Director establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied, provided that the circumstances justify such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.

(3) *Prevailing Wage and Project Labor Agreements.*

- (a) *Prevailing Wage Clause.* All contracts for Construction with a total value over \$2,000 shall include a requirement that the Contractor and all subcontractors pay its 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. For the purposes of this Section, 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, which can be found at www.WDOL.gov. Each Using Department shall, at minimum, take the following actions with regards to enforcement of the Prevailing Wage Clause:
 - (i) The Using Department shall require the Contractor to submit a certified payroll record within 10 days of the end of each payroll period;
 - (ii) The Using Department shall review the certified payroll record for compliance with this Section; and
 - (iii) The contract language shall reserve the right of the County to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section.

3-303 Approval of Accounting System

Except with respect to firm fixed price contracts, no contract type shall be used unless it has been determined by the Purchasing Director that:

- (1) the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- (2) the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

3-304 Right to Inspect Plant

The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

3-305 Right to Audit Records

- (1) *Audit of Cost or Pricing Data.* The 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 bid or proposal, to the extent that such books, documents, paper, and records are pertinent to such cost or pricing data for three years from the date of final payment under the contract.
- (2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, paper, 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 the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

3-306 Reporting of Anticompetitive Practices

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General and the Genesee County Prosecutor.

3-307 County Procurement Records

- (1) *Bid File.* All determinations and other written records pertaining to the solicitation and award of a contract shall be maintained for the County in a bid file by the Purchasing Director.
- (2) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the County Board of Commissioners.

ARTICLE 4 - SPECIFICATIONS

4-101 Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

4-102 Brand Name or Equal Specification

- (1) *Use.* Brand name or equal specifications may be used when the Purchasing Director determines that:
 - (a) no other design or performance specification or qualified products list is available;
 - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (c) the nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the County's best interests.
- (2) *Designation of Several Brand Names.* Brand name or equal specifications may seek to designate three or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- (3) *Use of Brand Name or Equivalent.* Solicitations may allow for brand name or equivalents to be bid or proposed in response to a competitive sealed bid or proposal. The solicitation shall further allow for substantially equivalent products as "approved alternates" to be considered for award.
- (4) *Required Characteristics.* Unless the Purchasing Director determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

- (5) *Nonrestrictive Use of Brand Name or Equal Specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4-103 Brand Name Specification

- (1) *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item or items will satisfy the County's needs.
- (2) *Competition.* The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-108 (Sole Source Procurement).

ARTICLE 5 - CONTRACT ADMINISTRATION

5-101 Contract Modifications

- (1) *No change without consideration.* A Contract may not be modified to the detriment of the County unless the Contractor provides full and fair consideration for the modification.
- (2) *Authority for modification.* A modification of a Contract must be approved in the same manner in which the Contract was approved. All Contract modifications must be in writing.

5-102 Contract Administration

Using Agencies shall establish and maintain a contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded and the terms and conditions of the contract, and to ensure that the Using Agency complies with the monitoring requirements of any applicable grants.

5-103 Purchasing System

Except as provided herein, the County's purchasing system (GEMS) shall be used by all County Departments for procuring supplies, services and construction. The Purchasing Director or his designee shall approve all purchase orders required by County Departments in GEMS.

- (1) The Purchasing Director may approve a purchase order outside of the GEMS system if the Purchasing Director concludes that the use of the system will not result in the efficient procurement of the goods, services, or construction sought, the GEMS system will impede the timely payment of invoices, or the use of the GEMS system will promote inefficiencies in department operations. Decisions by the Purchasing Director to grant approval to County Departments for nonconformity with the use of the County's purchasing system shall be documented and maintained in the Purchasing Department.
- (2) In compliance with this policy, County Departments may procure and process invoices for payment without the issuance of a purchase order in GEMS for the following non-GEMS purchase order transactions: Utility Payments, Telephone Bills/Payments, Juror Payments, Witness Payments, Attorney Fees (Public Defender), Travel Arrangements, Magazine & Periodical Subscriptions, Dues and fees to professional organizations, Registration Fees (conferences, seminars, classes, etc.), Employee benefit items, Petty Cash Reimbursements, Pre-paid Postage (including Federal Express, UPS, etc.), Investments, Employment Agency Payments,

Commissioner Youth Programs, Approved Credit Card Transactions,
Purchases of supplies, services and construction for less than \$100.00.

ARTICLE 6 - DEBARMENT OR SUSPENSION

6-101 Authority to Debar or Suspend

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Director, after consulting with Corporation Counsel, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with Corporation Counsel, the Purchasing Director is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- (1) conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
- (3) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (4) violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Director to be so serious as to justify debarment action:
 - (a) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (5) any other cause the Purchasing Director determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for any cause listed in these Regulations; and

- (6) for violation of the ethical standards as set forth in Article 8 (Ethics in Public Contracting).

6-102 Decision to Debar or Suspend

The Purchasing Director shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

6-103 Notice of Decision

A copy of the decision required by Section 5-102 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

6-104 Finality of Decision

A decision under Section 5-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the County Board of Commissioners or commences a timely action in court in accordance with applicable law.

ARTICLE 7 - APPEALS AND REMEDIES

7-101 Bid Protests

- (1) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Board of Commissioners. Protestors are urged to seek resolution of their complaints initially with the Purchasing Director. If a protest involves an allegation of race or sex discrimination, the protestor may request the participation of the Office of Equity and Diversity during the initial resolution step.
- (2) *Process for Filing a Protest.* A protest with respect to an invitation for bids or request for proposals must be submitted in writing to the Purchasing Director. The protest must be entitled "Bid Protest" and must clearly identify the solicitation and award under protest, and must state the grounds for the protest. The Purchasing Director shall provide a copy of any timely bid protest to the Board of Commissioners within seven (7) calendar days of its submission.
- (3) *Time Limits for Filing.* Protests must be received by the Purchasing Director no later than seven (7) calendar days after the aggrieved person knew or should have known of the facts giving rise to the protest, and in no event later than fourteen (14) calendar days after award of the contract. Failure to file a bid protest within these time limits constitutes a waiver of the protest.
- (4) *Stay of Procurements During Protests.* In the event a timely protest is submitted to the Purchasing Director under this Section, the Purchasing Director shall not proceed further with the solicitation, award, or performance of the contract until the protest is sustained or dismissed, or the County Board of Commissioners makes a determination on the record that the award or performance of a contract without delay is necessary to protect substantial interests of the County.
- (5) *Decision by the Purchasing Director.* With thirty (30) days of the timely filing of a bid protest, the Purchasing Director shall issue a written decision sustaining or denying the bid protest. A copy of the Purchasing Director's decision must be provided to the protesting bidder or proposer, and to the Board of Commissioners. The Purchasing Director shall sustain a bid protest if the facts indicate that, under these Purchasing Regulations and the selection criteria listed in the solicitation, the contract should have been awarded to the protesting bidder or proposer.

- (6) *Appeal to the Board of Commissioners.* A protesting bidder or proposer may appeal the Purchasing Director's decision by filing a written appeal with the Chairperson of the Board of Commissioners within fourteen (14) days of the Purchasing Director's decision. Such appeal shall state the grounds for the appeal. The Board of Commissioners shall address the appeal in a public meeting and issue a decision within thirty (30) calendar days of the filing of the appeal.
- (7) *Entitlement to Costs.* When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

7-102 Contract Claims

- (1) *Decision of the Purchasing Director.* All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Director for a decision. The submission must identify the grounds for the claim. The contractor may request a conference with the Purchasing Director on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach or contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (2) *Notice to the Contractor of the Purchasing Director's Decision.* The decision of the Purchasing Director shall be issued in writing within thirty (30) days of submission, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection (3) of this Section.
- (3) *Finality of Purchasing Director's Decision; Contractor's Right to Appeal.* The Purchasing Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Chairperson of the Board of Commissioners.
- (4) *Failure to Render Timely Decision.* If the Purchasing Director does not issue a written decision regarding any contract controversy within thirty (30) days, then the aggrieved party may proceed as if an adverse decision had been received.

7-103 Authority of the Purchasing Director to Settle Bid Protests and Contract Claims

The Purchasing Director is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to a decision by the County Board of Commissioners or the commencement of an action in a court of competent jurisdiction.

7-104 Remedies for Solicitations or Awards in Violation of Law

- (1) *Prior to Bid Opening or Closing Date for Receipt of Proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Director, after consultation with Corporation Counsel, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the Purchasing Director, after consultation with Corporation Counsel, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be canceled.
- (3) *After Award.* If, after an award, the Purchasing Director, after consultation with Corporation Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (i) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County; or
 - (ii) the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or
 - (b) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the County.

ARTICLE 8 - ETHICS IN PUBLIC CONTRACTING

8-101 Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the Michigan Penal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of these Regulations shall not be impaired.

8-102 Employee Conflict of Interest

It shall be unethical for any County employee to participate directly or indirectly in a contract or in a procurement in relation to a contemplated contract when the County employee knows that:

- (1) The County employee or any member of the County employee's immediate family has a financial interest pertaining to the contract or contemplated contract; or
- (2) The employee or a member of the employee's immediate family is a current or prospective employee of the contractor, in the case of an existing contract, or of a prospective contractor in the case of a contemplated contract.

8-103 Gratuities and Kickbacks

- (1) *Gratuities.*
 - (a) It shall be unethical for any person to offer, give, or agree to give to any County employee a gratuity, an offer of employment, or anything else of value in connection with any decision to approve, disapprove, or recommend the award of a contract, or in connection with any decision with regard to a bid protest, or with intent to influence the content of any specifications or procurement standards, or advice, investigation, audit report, or any other advisory communication related to a procurement or contract under these Regulations.
 - (b) It shall be unethical for any County employee to solicit, demand, accept, or agree to accept from another person a gratuity, an offer of employment, or anything else of value in connection with any decision to approve, disapprove, or recommend the award of a contract, or in connection with any decision with regard to a bid protest, or with intent to influence the content of any specifications or procurement

standards, or advice, investigation, audit report, or any other advisory communication related to a procurement or contract under these Regulations.

- (2) *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8-104 Limitations on Contacts with County Officials

While a procurement is pending, bidders and proposers shall not communicate about the solicitation with any County employee, agent, or elected official, other than the Purchasing Director or other County personnel identified in the solicitation.

8-105 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

8-106 Contemporaneous Employment Prohibited

It shall be unethical for any County employee who is participating directly or indirectly in procurement to become or to be, while a County employee, the employee of any person who, with the employee's knowledge, is a contractor to or is offering to become a contractor. As to a County employee who is not employed within the Purchasing Department, this Section relates only to simultaneous employment with a person who is a contractor, or is offering to become a contractor, under a contract with reference to which the employee is participating or has participated in procurement. This Section does not apply to procurement by a County employee in relation to a contract or contemplated contract in which the County employee's employment relationship with the non-County contractor is established by law or action of the Board of County Commissioners.

8-107 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

The County Board of Commissioners may grant a waiver from the employee conflict of interest provision (Section 8-102; Employee Conflict of Interest) or the

contemporaneous employment provision (Section 8-105; Contemporaneous Employment Prohibited) upon making a written determination that:

- (1) the requirements of Act No. 317 of the Public Acts of 1968, as amended, are complied with;
- (2) the contemporaneous employment or financial interest of the County employee or family member has been publicly disclosed;
- (3) the County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- (4) the contemplated award will be in the best interests of the County.

8-108 Use of Confidential Information

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

8-109 Sanctions

- (1) *Employees.* County employees are subject to any one or more of the following sanctions for violations of the ethical standards in this Article:
 - (a) oral or written warnings or reprimands;
 - (b) suspension with or without pay for specified periods of time; or
 - (c) termination of employment.
- (2) *Nonemployees.* Persons who are not county employees are subject to any one or more of the following sanctions for violations of the ethical standards:
 - (a) written warnings or reprimands;
 - (b) termination of contracts; or
 - (c) debarment or suspension as provided in Section 6-101 (Authority to Debar or Suspend).

8-110 Recovery of Value Transferred or Received in Breach of Ethical Standards

- (1) *General Provisions.* The value of anything transferred or received in breach of the ethical standards of these Regulations by a County employee or a nonemployee may be recovered from both the County employee and the nonemployee.
- (2) *Recovery of Kickbacks by the County.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE 9 - GENESEE COUNTY CREDIT CARD POLICY

9-101 Duties of the Purchasing Director

- (1) The Purchasing Director is responsible for credit card issuance, accounting, monitoring of credit card use, retrieval of cards, and general oversight of compliance with the Credit Card Policy.
- (2) The Purchasing Director shall maintain a system of internal accounting controls to monitor the use of County credit cards.
- (3) The Purchasing Director shall approve all credit card invoices prior to payment.
- (4) The Purchasing Director shall ensure that outstanding balances on County credit cards are paid within 30 days of the statement date.

9-102 Use of Credit Cards; Responsibility for Charges

- (1) Credit cards may only be issued to and used by officers and employees of Genesee County.
- (2) County credit cards may only be used for the purchase of goods or services to be used in the official business of Genesee County in accordance with the Genesee County Purchasing Regulations.
- (3) Any officer or employee using a County credit card for purchases shall submit appropriate and complete documentation to the Purchasing Director in such form as the Purchasing Director reasonably requires. The documentation shall, at a minimum, detail for each purchase:
 - (i) the method used to select the vendor,
 - (ii) the goods or services purchased,
 - (iii) the cost, and
 - (iv) the official business for which the goods or services were purchased.

All original documentation, such as invoices and purchase orders, must be included. Such documentation must be submitted within 14 days of the date of purchase.

- (4) Any officer or employee issued a County credit card is responsible for its custody and protection, and shall immediately notify the Purchasing Director if the card is lost, stolen, or misused in any way.
- (5) Any officer or employee issued a County credit card shall return the credit card to the Purchasing Director upon the earlier of (a) the return date specified by the Purchasing Director, or (b) the termination date of that officer or employee's employment with the County.

9-103 Officer or Employee of Genesee County, defined

For the purposes of this Credit Card Policy, the term 'officer or employee of Genesee County' includes any elected official or employee of Genesee County or any County department, including officers and employees of the Genesee County Circuit Court, the Genesee County Probate Court, the Sixty-Seventh District Court of Michigan, and agencies and offices of those courts. However, employees and officers of the Circuit Court Probation Office are not 'officers or employees of Genesee County' within the meaning of this Policy.

9-104 Unauthorized Use, Misuse of County Credit Card

In the event an officer or employee uses a County credit card for unauthorized purposes, or otherwise fails to comply with this Policy, the officer or employee may be subjected to any disciplinary measures permitted by law.

ARTICLE 10 - DISPOSAL OF SURPLUS PROPERTY

10-101 Authority to Dispose of Surplus Property

- (1) The Purchasing Director is authorized to dispose of individual items of surplus property with a current fair market value of \$30,000.00 or less. The Purchasing Director shall consult with the County Department that last used the surplus property before disposing of it.
- (2) The Chairperson of the Public Works Committee is authorized to approve of the disposal of individual items of surplus property with a current fair market value of \$100,000.00 or less. The Purchasing Director shall consult with the County Department that last used the surplus property before requesting authority from the Public Works Chairperson to dispose of it.
- (3) Disposal of surplus property with a current fair market value in excess of \$100,000.00 must be approved by the Board of Commissioners.

10-102 Disposal of Surplus Property

- (1) The Purchasing Director shall dispose of surplus property in a manner that maximizes the value obtained by the County. Acceptable methods of disposing of surplus property include, but are not limited to:
 - (a) public auction,
 - (b) hiring a broker or auctioneer to market the surplus property;
and
 - (c) using online auction and sales platforms.
- (2) The Purchasing Director is authorized to dispose of multiple items of surplus property in one transaction or event if such disposition is in the best interests of the County.
- (3) The Purchasing Director shall report to the Public Works Committee each disposition of surplus property with a current fair market value in excess of \$5,000.00 within 30 days of the disposition of such surplus property.

Ordinance for Refinancing Water Supply System Revenue Bonds

See file - P03.pdf

P062012VIC

ACT:ms

06-20-12

06-27-12P03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Department to approve the amendment to the Professional Services Contract for information technology support services with Mann Technologies, in an amount not to exceed \$40,320.00, is approved (a copy of the memorandum request dated June 20, 2012, and a copy of the Amendment being on file with the official records of the June 20, 2012 meeting of the Public Works Committee of this Board), and that the Chairperson of this Board is authorized to execute the Amendment on behalf of Genesee County, Michigan.

PUBLIC WORKS COMMITTEE

P062012VIB
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P02

ORDINANCE NO. 12-02

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE REFUNDING BONDS OF EQUAL STANDING WITH REVENUE BONDS OF THE SYSTEM NOW OUTSTANDING AND TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; TO SUPPLEMENT CERTAIN PRIOR BOND ORDINANCES OF THE COUNTY; AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO THE SYSTEM AND THE BONDS.

WHEREAS, the County of Genesee, State of Michigan (the "County") has previously issued the Outstanding Bonds (as hereinafter defined) to defray the cost of certain improvements and extensions to the Genesee County Water Supply System; and

WHEREAS, the County has previously issued its Series 2003 Bonds (as herein defined), of which \$4,835,000 presently remains outstanding; and

WHEREAS, the County has previously issued its Series 2003B Bonds (as herein defined), of which \$16,545,000 presently remains outstanding; and

WHEREAS, the County has previously issued its Series 2004 Bonds (as herein defined), of which \$13,720,000 presently remains outstanding; and

WHEREAS, the County has been advised that it may achieve interest cost savings through refunding all or a portion of the Series 2003 Bonds, the Series 2003B Bonds, inclusive and the Series 2004 Bonds, inclusive; and

WHEREAS, the cost of refunding the Refunded Bonds (as herein defined) is estimated to be approximately Thirty-Seven Million Five Hundred Thousand Dollars (\$37,500,000).

THE COUNTY OF GENESEE ORDAINS:

Section 1. Definitions. Capitalized terms used in this Ordinance (including the recitals hereto) and not otherwise defined herein shall have the meanings set forth in the Outstanding Ordinances (as hereinafter defined). In addition, the following terms shall have the following meanings:

"Act 34" means Act 34, Public Acts of Michigan, 2001, as amended.

"Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.

"Act 342" means Act 342, Public Acts of Michigan, 1939, as amended.

"County" means the County of Genesee, State of Michigan.

"County Agency" means the Genesee County Drain Commissioner, as the designated "county agency" pursuant to Act 342.

"Master Ordinance" means Ordinance No. 03-03, adopted March 25, 2003, authorizing the Series 2003 Bonds.

"Outstanding Bonds" means the Series 2003 Bonds, the Series 2003B Bonds, the Series 2004 Bonds and the Series 2007B.

"Outstanding Ordinances" means, collectively, (i) Ordinance No. 03-03, adopted March 25, 2003, authorizing the Series 2003 Bonds, (ii) Ordinance No. 03-05, adopted June 10, 2003, authorizing the Series 2003B Bonds and the Series 2004 Bonds, (iii) Ordinance No. 06-06, adopted November 21, 2006, authorizing the Series 2007 Bonds.

"Refunded Bonds" means refunding all or a portion of the Outstanding Bonds as shall be finally identified in the Sale Order referred to herein, but preliminarily refers to the Series 2003 Bonds maturing in the years 2014 to 2018, inclusive, aggregating the principal amount of Three Million Five Hundred Eighty-Five Thousand Dollars (\$3,585,000), the Series 2003B Bonds maturing in the years 2014 to 2033, inclusive, aggregating the principal amount of Sixteen Million Twenty Thousand Dollars (\$16,020,000), and the Series 2004 Bonds maturing in the years 2015 to 2030, inclusive, aggregating the principal amount of \$13,020,000.

"Series 2003 Bonds" means the Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2003 of the County in the original principal amount of \$9,000,000.

"Series 2003B Bonds" means the Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2003B of the County in the original principal amount of \$18,000,000.

"Series 2004 Bonds" means the Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2004 of the County in the original principal amount of \$14,960,000.

"Series 2007 Bonds" means the Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2007 of the County in the original principal amount of \$6,000,000.

"Series 2012 Bonds" means the Water Supply System Revenue Refunding Bonds (Limited Tax General Obligation), Series 2012, in one or more series, authorized to be issued by this Ordinance.

"Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Series 2012 Bonds and the principal and redemption premium, if any, on the Series 2012 Bonds as they come due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Series 2012 Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Series 2012 Bonds for redemption shall be given to the transfer agent.

"System" means the Water Supply System of the County as defined in the Master Ordinance, and all enlargements, extensions, repairs and improvements thereto hereafter made.

"Transfer Agent" means a bank or trust company selected by the County Agency to act as paying agent, registrar and transfer agent for the 2012 Bonds.

Section 1. Necessity: Public Purpose. It is hereby determined to be a necessary public purpose of the County to refund the Refunded Bonds.

Section 2. Bonds Authorized. To pay the costs associated with the refunding of the Refunded Bonds, including all legal, financial and other expenses incident thereto and incident to the issuance and sale of the 2012 Bonds, the County shall borrow the sum of not to exceed Thirty-Seven Million Five Hundred Thousand Dollars (\$37,500,000), in one or more series, as finally determined in the Sale Order. The remaining costs, if any, of refunding the Refunded Bonds shall be defrayed from funds on hand and legally available for such use, including moneys in the bond and interest redemption fund.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Outstanding Ordinances shall apply to the 2012 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail, the purpose of this Ordinance being to authorize the issuance of Additional Bonds of equal standing and priority of lien as to the Net Revenues with respect to the Outstanding Bonds to finance the cost of acquiring additions, extensions and improvements to the System. Additional Bonds for such purpose are authorized by the Outstanding Ordinances, and in particular the provisions of Section 20 of the Master Bond Ordinance, upon the conditions therein stated, which conditions will be fully met.

Section 3. Bond Details, Registration and Execution. The 2012 Bonds hereby authorized shall be designated WATER SUPPLY SYSTEM REVENUE REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION), SERIES 2012, with a series designation for each series of the Series 2006 Bonds the County Agency determines to issue, and shall be payable out of the Net Revenues, as set forth more fully in Section 5 hereof. The Series 2006 Bonds shall be offered by competitive public sale (except as provided in Section 11 hereof) and shall be awarded, subject to the parameters set forth in this Ordinance, upon entry of a sale order (the "Sale Order") of the County Agency.

The Series 2012 Bonds shall be registered as to principal and interest in the denomination of \$5,000, or integral multiples of \$5,000 not exceeding for each maturity the aggregate principal amount of that maturity, dated as of a date determined by the County Agency in the Sale Order, and numbered in order of registration.

The Series 2012 Bonds shall mature or be subject to mandatory redemption on the dates and in the principal amounts as determined by the County Agency in the Sale Order; provided, however, that the maximum aggregate principal amount of Series 2012 Bonds issued shall not exceed the amount set forth in Section 2 of this Ordinance. The 2012 Bonds shall be sold at the price determined at the time of sale, but in any event for a price not less than 99% or more than 102% of their par value.

The Series 2012 Bonds shall bear interest at a rate or rates to be determined on public sale thereof, but in any event not exceeding seven percent (7%) per annum, payable on May 1 and November 1 of each year, or such other dates as determined by the County Agency in the Sale Order, commencing on a date determined by the County Agency in the Sale Order, by check or draft mailed by the Transfer Agent to the person or entity which is, as of the 15th day of the month preceding the interest payment date, the registered owner at the registered address as shown on the registration books of the County maintained by the Transfer Agent. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the County to conform to market practice in the future. The principal of the Series 2012 Bonds shall be payable at the designated office of the Transfer Agent.

The 2012 Bonds shall be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the County Agency is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the 2012 Bonds in book-entry only form and to make such changes in the bond form within the parameters of this resolution as may be required to accomplish the foregoing.

The 2012 Bonds shall be executed in the name of the County with the manual or facsimile signatures of the Chairman of the Board and the County Clerk and shall have the seal of the County or a facsimile thereof impressed or printed thereon. No Bonds shall be valid until authenticated by an authorized representative of the Transfer Agent. The 2012 Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser thereof in accordance with instructions from the County Agency upon payment of the purchase price for the 2012 Bonds in accordance with the bid therefor when accepted. Executed blank Bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

Section 4. Registration and Transfer. Any Bonds may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the 2012 Bonds for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bonds or Bonds shall be surrendered for transfer, the County shall execute and the Transfer Agent shall authenticate and deliver a new Bonds or Bonds, for like aggregate principal amount. The Transfer Agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required (i) to issue, register the transfer of or exchange any Bonds during a period beginning at the opening of 15 business days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Bonds contained in Section 9 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bonds so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

The Transfer Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the 2012 Bonds, which shall at all times be open to inspection by the County; and, upon presentation for such purpose, the Transfer Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, Bonds as hereinbefore provided.

If any Bonds shall become mutilated, the County, at the expense of the holder of the 2012 Bonds, shall execute, and the Transfer Agent shall authenticate and deliver, a new Bonds of like tenor in exchange and substitution for the mutilated Bonds, upon surrender to the Transfer Agent of the mutilated Bonds. If any Bonds issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Transfer Agent and, if this evidence is satisfactory to both and indemnity satisfactory to the Transfer Agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), have been met, the County, at the expense of the owner, shall execute, and the Transfer Agent shall thereupon authenticate and deliver, a new Bonds of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the 2012 Bonds so

lost, destroyed or stolen. If any such Bonds shall have matured or shall be about to mature, instead of issuing a substitute Bonds, the Transfer Agent may pay the same without surrender thereof.

Section 5. Payment of Bonds; Priority of Lien; Pledge of Full Faith and Credit. The 2012 Bonds and the interest thereon shall be payable primarily from the Net Revenues of the System, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues of the System which shall be a first lien to continue with respect to the 2012 Bonds until payment in full of the principal of and interest on all Bonds, or, until Sufficient cash or Sufficient Government Obligations (or a combination thereof) have been deposited in trust for payment in full of all Bonds then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory first lien referred to herein shall be of equal standing and priority of lien as to the Net Revenues with the Outstanding Bonds. Upon deposit of Sufficient cash or Sufficient Government Obligations, as provided in this paragraph, the statutory lien shall be terminated with respect to the 2012 Bonds, the holders of the 2012 Bonds shall have no further rights under this Ordinance except for payment from the deposited funds, and the 2012 Bonds shall no longer be considered to be outstanding under this Ordinance or the Outstanding Ordinances.

In addition, as additional security for the payment of the principal of and interest on the 2012 Bonds, the County, pursuant to the provisions of Act 342, hereby irrevocably pledges its full faith and credit for the prompt payment of the principal of and interest on the 2012 Bonds. Should the Net Revenues of the System at any time be insufficient to pay the principal of and interest on the 2012 Bonds when due, then the County shall advance from its general fund, or, if necessary, levy taxes upon all taxable property in the County, subject to applicable constitutional and statutory limitations, such sums as may be necessary to pay said principal and interest. If the County shall be required to pay principal of and interest on the 2012 Bonds from its general funds, it shall be reimbursed the amount paid as soon as possible from the Net Revenues of the System.

Section 6. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those established by the County Agency as of the date of adoption of this Ordinance, as the same may be modified by the County Agency from time to time. The rates presently in effect in the County as established by the County Agency are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the 2012 Bonds and the Outstanding Bonds as the same become due and payable, and to provide for all other obligations, expenditures and funds for the System required by law, this Ordinance and the Outstanding Ordinances. In addition, it is hereby covenanted and agreed that the rates shall be reviewed and shall be fixed and revised from time to time by the County Agency as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 7. No Free Service or Use. No free service or use of the System, or service or use of the System at less than the reasonable cost and value thereof, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the County.

Section 8. Bond Proceeds. Upon receipt of the proceeds of sale of the 2012 Bonds the accrued interest, if any, shall be deposited in the Debt Retirement Fund for the 2012 Bonds. From the remaining proceeds of the 2012 Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the 2012 Bonds in a fund designated 2012 REFUNDING BOND ISSUANCE FUND (the "Bond Issuance Fund"), which may be established by the County or by the Escrow Agent (hereinafter defined). Moneys in the Bond Issuance Fund shall be used solely to pay expenses of issuance of the 2012 Bonds. Any amounts remaining in the Bond Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the 2012 Bonds. The balance of the proceeds of the 2012 Bonds, together with other available funds of the County, if any, shall be deposited in an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Securities") and used to pay the principal of and interest on all or a portion of the Refunded Bonds as determined by the County Agency at the time of sale. The Escrow Fund shall be held in trust by a Michigan bank or trust company eligible to act as escrow agent (the "Escrow Agent"), pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the transfer agent for the Refunded Bonds to take all necessary steps to pay the principal of, interest and redemption premium on the Refunded Bonds being refunded when due, and to call the Refunded Bonds being refunded for redemption on the first date such Refunded Bonds may be called for redemption. The County Agency is hereby authorized and directed to appoint an Escrow Agent and execute the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and investments and income received thereon will be sufficient without reinvestment to pay the principal of and interest on the Refunded Bonds being refunded when due at maturity or call for redemption as required by this section. The County Agency is each authorized and directed to purchase or cause to be purchased, Escrow Securities, including United States Treasury Obligations - State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund.

Section 9. Bond Form. The 2012 Bonds shall be in substantially the following form, with such changes or completions as necessary or appropriate to give effect to the intent of this Ordinance:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF GENESEE

WATER SUPPLY SYSTEM REVENUE REFUNDING BOND
(LIMITED TAX GENERAL OBLIGATION), SERIES 2012

Interest Rate

Maturity Date

Date of Original Issue

CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The County of Genesee, State of Michigan (the "County"), acknowledges itself to owe and for value received, hereby promises to pay, out of the hereinafter described Net Revenues of the County's System (hereinafter defined), the Principal Amount shown above in lawful money of the United States of America, to the Registered Owner shown above, or registered assigns, on the Maturity Date shown above, with interest thereon (computed on the basis of a 360 day year consisting of twelve 30-day months) from the Date of Original Issue shown above or such later date to which interest has been paid, until paid, at the Interest Rate per annum shown above, first payable on _____, 20____, and semiannually thereafter. Principal of this bond is payable upon surrender of this bond at the corporate trust office of _____, _____, Michigan or such other transfer agent as the County may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is, as of the fifteenth (15th) day of the month preceding the interest payment date, the registered owner of record at the registered address as shown on the registration books of the County kept by the Transfer Agent. For prompt payment of principal and interest on this bond, the County has irrevocably pledged the revenues of the Genesee County Water Supply System (the "System"), including all appurtenances, extensions and improvements thereto, after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory first lien thereon is hereby recognized and created.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$_____, issued pursuant to Ordinance Nos. 03-03, 03-05, 06-06 and _____ duly adopted by the County (the "Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, and Act 342, Public Acts of Michigan, 1939, as amended, for the purpose of refunding a portion of the County's outstanding (i) Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2003, (ii) Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2003B and (iii) Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2004.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of equal standing as to the Net Revenues may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinances. The bonds of this issue are of equal standing and priority of lien as to the Net Revenues with the County's (i) Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2003, (ii) Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2003B (iii) Water Supply System

Revenue Bonds (Limited Tax General Obligation), Series 2004 and (iv) Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2007 (collectively, the "Outstanding Bonds"). The County has reserved the right to issue additional bonds of equal standing with the bonds of this issue and the Outstanding Bonds on conditions stated in the Ordinances.

Bonds of this issue maturing in the years 2013 to 2021, inclusive, are not subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2022 and thereafter may be redeemed at the option of the County, in such order as the County shall determine and within any maturity by lot, on any date on or after November 1, 2021, at par plus accrued interest to the date fixed for redemption.

[Insert Term Bond Provisions if applicable]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption of any bond or portion thereof shall be given by the Transfer Agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000 and any bond of a denomination of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000 and such bond may be redeemed in part. Notice of redemption for a bond redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bond or portion thereof.

This bond is primarily a self-liquidating bond, payable, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned. As additional security for the payment of the principal of and interest on this bond and the series of bonds of which this is one, the County, pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon, which includes the County's obligation to levy taxes, if necessary, within applicable constitutional and statutory limitations.

The County has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest on and the principal of the bonds of this issue and the Outstanding Bonds and any additional bonds of equal standing as and when the same shall become due and payable, and to create and maintain a bond redemption account therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinances.

This bond is transferable only upon the books of the County kept for that purpose at the office of the Transfer Agent by the registered owner hereof in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinances, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond and the series of bonds of which this is one have been done and performed in regular and due time and form as required by law.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the County, by its Board of Commissioners, has caused this bond to be executed with the facsimile signatures of its Chairman and the County Clerk and a facsimile of its corporate seal to be printed on this bond, all as of the Date of Original Issue.

COUNTY OF GENESEE
STATE OF MICHIGAN

By: _____

Chairman, Board of Commissioners

(Seal)

Countersigned:

By: _____
County Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Form of Certificate of Authentication

This bond is one of the bonds described in the within-mentioned Ordinances.

Transfer Agent

By: _____
Authorized Signatory

Date of Registration:

Section 10. Tax Covenant. The County shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the 2012 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Bonds proceeds and moneys deemed to be Bonds proceeds, and to prevent the 2012 Bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code.

Section 11. Sale of Bonds. The County, in consultation with the County's financial advisor for the 2012 Bonds, hereby determines to offer the 2012 Bonds through a competitive public sale. The County Agency is hereby authorized to: fix a date of sale for each series of the Series 2012 Bonds determined to be issued by the County Agency; prepare and publish an official notice of sale for the Series 2012 Bonds at least seven (7) days prior to the date fixed for the sale in accordance with the requirements of Act 34; conduct the sale; and award the sale of the 2012 Bonds by Sale Order provided that the issuance of the 2012 Bonds will result in an acceptable amount of net present value savings on the debt service of the 2012 Bonds compared to the debt service on the Refunded Bonds in the judgment of the County Agency.

In the event that the County Agency determines, in consultation with the County's financial advisor for the 2012 Bonds, that market factors in the municipal bond market make it impractical or undesirable to sell the 2012 Bonds by competitive sale, then the County Agency is hereby authorized to sell the 2012 Bonds by means of a negotiated sale. In such an event, the County Agency is hereby authorized to appoint one or more underwriters and, subject to the parameters set forth in this Ordinance, negotiate the terms of the 2012 Bonds and award the sale of the 2012 Bonds to the designated underwriter or underwriters pursuant to a bond purchase agreement. The County Agency is authorized to execute and deliver the bond purchase agreement on behalf of the County without further approval of this Board of Commissioners, subject to the parameters set forth in this Ordinance.

The County Agency is hereby authorized to determine and adjust the final bond details to the extent necessary or convenient to complete the transactions authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94 and Section 315(1)(d) of Act 34, including, but not limited to, determinations regarding interest rates, prices, discounts, serial and term maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, series designations and other matters necessary to effectuate the sale and issuance of the 2012 Bonds authorized herein; provided, however, that the aggregate principal amount of the 2012 Bonds shall not exceed the principal amount authorized in Section 2 of this Ordinance, each series of the 2012 Bonds shall be payable in the an amount not to exceed the principal amount authorized in this ordinance, the interest rate per annum on the 2012 Bonds shall not exceed seven percent (7%), and the 2012 Bonds shall mature not later than 2035.

Section 12. Authorization of Other Actions. The County Agency and the County Controller are each hereby authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to each series of the 2012 Bonds; to procure a policy or policies of municipal bond insurance with respect to the 2012 Bonds or cause the qualification of the 2012 Bonds therefor if, upon the advice of the County's financial advisor for the 2012 Bonds, the acquisition of such insurance would be of economic benefit to the County; and to obtain ratings on the 2012 Bonds. The County Agency, Chairman and County Clerk are each hereby authorized to complete, execute and file

any and all applications or requests for waivers with the Michigan Department of Treasury necessary to effectuate the sale and delivery of the 2012 Bonds as contemplated by this Ordinance, including, if necessary, an Application for State Treasurer's Approval to Issue Long-Term Securities, in such form as shall be approved by any of such officers. The County Agency and County Treasurer are further authorized to pay any necessary fees in connection with any such applications or waivers.

The County Agency, County Clerk, County Treasurer and County Controller are each hereby authorized and directed to execute and deliver all other documents and certificates and to take all other actions and to make such other filings with any parties necessary or advisable to enable the sale and delivery of the 2012 Bonds as contemplated herein, including the filing of a qualifying statement or application for prior approval to issue the 2012 Bonds in accordance with Act 34.

Section 13. Continuing Disclosure. For each series of the 2012 Bonds issued hereunder, the County hereby agrees to enter into an undertaking for the benefit of the holders and beneficial owners of the 2012 Bonds pursuant to Rule 15c2-12 of the U.S. Securities and Exchange Commission, and the County Agency, County Treasurer and County Controller are each authorized and directed to approve and execute such undertaking prior to delivery of the 2012 Bonds.

Section 14. Severability; Paragraph Headings. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 15. Publication and Recordation. This Ordinance shall be published in full in *The Flint Journal*, a newspaper of general circulation in the County, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the County and such recording authenticated by the signatures of the Chairman of the Board of Commissioners and the County Clerk.

Section 16. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall immediately be effective upon its adoption.

Adopted and signed this ____ day of _____, 2012.

Signed: _____

Chairman, Board of Commissioners

Signed: _____

County Clerk

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the Board of Commissioners of the County of Genesee, Michigan, at a regular meeting held on the ____ day of _____, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting:

and that the following Members were absent:

_____.

I further certify that Member _____ moved adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance:

and that the following Members voted against adoption of said Ordinance:

_____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Chairman of the Board of Commissioners and County Clerk.

County Clerk

19,861,830.1\114855-00018

P062012VIC

ACT:ms

06-20-12

06-27-12P03

Ordinance for Refinancing Water Supply System Revenue Bonds

See file - P03.pdf

P062012VIC

ACT:ms

06-20-12

06-27-12P03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Friend of the Court to approve the construction contract with DCC Construction, Inc., arising out of IFB #12-015, in the amount of \$829,000.00, is approved, subject to the conditions that the contractor identify all subcontractors before the contract is executed and that the contract require the subcontractor to submit a copy of certified payroll to the County's architect within 10 days of each payroll period (a copy of the memorandum request dated June 20, 2012, being on file with the official records of the June 20, 2012 meeting of the Public Works Committee of this Board, and a copy of the final contract with the above terms being attached to this resolution), and that the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, Michigan.

PUBLIC WORKS COMMITTEE
Resolution Corrected 6-27-12

P062012VIE
ACT:ms
06-20-12
06-27-12P04

P04

AIA[®] Document A101[™] - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Genesee County
1101 Beach Street
Flint, Michigan 48502 »« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

«DCC Construction, Inc.»« »
«9100 Lapeer Road
Davison, MI 48423»
«Telephone Number: 810.658.4322»
«Fax Number: 810.658.4320»

for the following Project:
(Name, location and detailed description)

«Genesee County Friend of Court Renovations»
THA Project #09-270
«Genesee County Administration Building
1101 Beach Street
Flint, Michigan 48502»
« »

The Architect:
(Name, legal status, address and other information)

«THA Architects Engineers»« »
«817 E. Kearsley Street
Flint, MI 48503»
«Telephone Number: (810) 767-5600»
«Fax Number: (810) 767-1650»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «One hundred sixty-five» («165») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Eight Hundred Twenty-nine Thousand Dollars and Zero Cents» (\$ «829,000.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «Fifteenth» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «Thirtieth» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
5. The Contractor must submit a copy of Certified Payroll to the Owner within 10 days of each pay period.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☒ [«X»] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [« »] Litigation in a court of competent jurisdiction

☐ [« . »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:

(Name, address and other information)

«Jack Battles
Friend of the Court
Genesee County
1101 Beach Street
Flint, Michigan 48506 »

« »
« »
« »
« »
« »

§ 8.4 The Contractor's representative:

(Name, address and other information)

«Jason Orchard»
DCC Construction Inc
«9100 Lapeer Road
Davison, MI 48423»

« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 80 00	Supplementary General Conditions	April 30, 2012	5

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« See attached Table of Contents »

Section	Title	Date	Pages
00 01 00	Table of Contents	April 30, 2012	5

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« See attached Table of Contents »

Number	Title	Date
00 01 00	Table of Contents	April 30, 2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	June 12, 2012	22
2	June 13, 2012	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«See Contractor's Proposal Form dated June 18, 2012 »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
See Spec Section 00 80 00	See Spec Section 00 80 00
Supplementary General Conditions. 2.07	Supplementary General
Article 11 - Insurance and Bonds	Conditions. 2.07 Article 11 - Insurance and Bonds

This Agreement entered into as of the day and year first written above.

The Contractor acknowledges that this contract is supported by a grant from the U.S. Department of Health and Human Services. This Contract is contingent upon approval of financial arrangements by the Department of Health and Human Services.

OWNER (Signature)

«Jamie W. Curtis

Chairperson

Genesee County Board of Commissioners »« »

(Printed name and title)

CONTRACTOR (Signature)

«Jason Orchard»«,

Project Manager/Owner»

DCC Construction

(Printed name and title)



June 26, 2012

THA Architects & Engineers
Attn: George Ananich
817 E Kearsley St
Flint, MI 48503

RE: Genesee County Friend Of The Court – Abatement Contractor Selection


Mr. Ananich,

If awarded the general contract for the Genesee County Friend Of The Court, it would be our intent to award the abatement & demolition contract to BDS Environmental. This decision is based on extensive pre bid & post bid discussions with all of our qualified bidding abatement & demolition contractors, as well as past project experience, professional reference checks as well as a thorough review of the project scope.

If any additional information is needed regarding DCC Construction or BDS Environmental qualifications for this project, please do not hesitate to call. We are more than willing to meet and discuss this project further and answer any questions that the end user or the environmental consultant may have.

Thank you in advance for your consideration.

Respectfully,


Jason Orchard
DCC Construction, Inc.

Hopson, Eric

From: George Ananich [GAnanich@tha-flint.com]
Sent: Tuesday, June 26, 2012 4:10 PM
To: Hopson, Eric
Subject: FW: Quality & BDS Environmental Fireproofing Abatement Experience

George S. Ananich, AIA, LEED® AP
gananich@tha-flint.com



THA ARCHITECTS ENGINEERS
817 E. KEARSLEY STREET
FLINT, MI 48503
P: 810.767.5600 • F: 810.767.1650 • THA-FLINT.COM
Building Relationships • Designing Futures

From: steve moelter [mailto:csmoelter@att.net]
Sent: Tuesday, June 26, 2012 9:36 AM
To: George Ananich
Subject: Re: Quality & BDS Environmental Fireproofing Abatement Experience

George,

I sent an e mail response yesterday from my cell phone, but I don't know if you got it.

One of the references (from a reputable asbestos consultant) called me back yesterday afternoon and said the work they'd done in the past with BDS went well. BDS was professional, knowledgeable and got the work done on schedule. I also spoke directly with Ken Lawler, from BDS. He reassured me that they feel comfortable with the job. He did not look at the projected work site, because Jason instructed him it wasn't available for viewing. He's got some concerns about that, but thought the abatement portion of the specifications along with the drawings, gave him enough to submit a bid to DCC that he can live with. He gave me a realistic estimated time frame for completion based on his anticipated crew size. He assured me they'd done this type of work before, and that he would use his "A" team because of the high profile of the job.

I can endorse if DCC names BDS as their abatement sub.

Steve Moelter

Sierra Technical Services of Freeland, LLC
2366 Hotchkiss Road
Freeland, MI 48623

6/27/2012

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE
COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADY AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Register of Deeds to approve the purchase and installation of an upgrade to Register's document management system from DTS, Inc., at a cost not exceed \$75,000.00, funded through the Register of Deeds Technology Fund, is approved subject to the condition that the Register provide the Board of Commissioners a copy of the contract with the contractor providing detailed price information and a full description of the software and hardware purchased (a copy of the memorandum request dated June 18, 2012, being on file with the official records of the June 20, 2012 meeting of the Public Works Committee of this Board), and that the Chairperson is authorized to execute the contract on behalf of Genesee County, Michigan.

PUBLIC WORKS COMMITTEE

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