

THE CHARTER COUNTY OF WAYNE, MICHIGAN

REQUEST FOR PROPOSALS FOR MAILING/SCANNING SERVICES

CONTROL NO. 37-10-060

Issue Date: Thursday, March 11, 2010

Pre-Proposal Conference: Tuesday, March 23, 2010 at 1:00 p.m. local time
Purchasing Division
500 Griswold, 15th Floor
Detroit, Michigan 48226

Pre-Proposal Question Deadline: Thursday, March 25, 2010 at 4:00 p.m. local time

Proposal Deadline: **Wednesday, April 7, 2010 at 4:00 p.m. local time**
Charter County of Wayne
Purchasing Division
500 Griswold, 15th Floor
Detroit, Michigan 48226

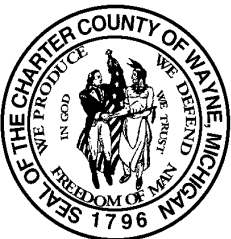
Purchasing Contact: Renee Marsh, CPPO, C.P.M.
Department Executive--Procurement
Phone: (313) 224-5151
Fax: (313) 967-1259
Email: rmarsh@co.wayne.mi.us

Description: The County of Wayne is requesting proposals, on behalf of the County Treasurer, for the purpose of providing **mailing and scanning services** in conjunction with the tax foreclosure procedures of Public Act 123 of 1999.

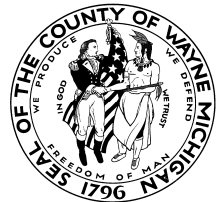
A copy of this RFP can be obtained from the Wayne County website at <http://www.waynecounty.com/purchasing>. Until the expiration date of this solicitation, it is incumbent upon the Proposer to check the website for additional information and/or addendums. RFPs can also be obtained from the Wayne County Purchasing Division, 500 Griswold, 15th floor, Detroit, Michigan 48226-2831. If you have any questions, please call (313) 224-5151.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the purchasing contact listed above no later than the Pre-Proposal Question Deadline indicated above.

Sealed Proposals are due prior to the Proposal Deadline indicated above and must be delivered to the Purchasing Division, located at 500 Griswold, 15th floor, Detroit, Michigan 48226. Late proposals will not be accepted—NO EXCEPTIONS.



Robert A. Ficano
County Executive



Raymond J. Wojtowicz
County Treasurer

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SECTION 1 - INSTRUCTIONS

- 1) **COMMUNICATIONS:** In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this proposal, until a Successful Proposer is selected, all requests for clarification or additional information regarding this proposal, or contacts with the County personnel concerning this proposal or the evaluation process must be solely to the contact person listed on the cover page of this RFP.

A violation of this provision is cause for the County to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or the County or the County Treasurer may terminate any contract awarded pursuant to this proposal. Contact with other Wayne County employees is prohibited and may be grounds for disqualification.

- 2) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this proposal and accompanying documents and any written clarifications or addenda issued by the County. If a Proposer finds a discrepancy, error, or omission in the proposal package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing Contact noted on the cover of this proposal, so that written clarification may be sent to all prospective Proposers. The County is not responsible for oral representations. All questions must be submitted in writing to the Purchasing Contact only before the Pre-Proposal Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- 3) **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at the discretion of the County. It is the Proposer's responsibility to periodically check the County's website until the posted Proposal Deadline to obtain any issued addenda.
- 4) **PRE-PROPOSAL MEETING:** The date, time and location of the meeting is indicated on the cover page of this RFP. **All Proposers are strongly encouraged to attend this conference**
- 5) **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.
- a. Proposals must be submitted to the Wayne County Purchasing Division, 500 Griswold, 15th floor, Detroit, Michigan 48226, before the date and time indicated as the deadline. It is each Proposer's responsibility to insure that the Purchasing Division receives its proposal prior to the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays.
 - b. Proposals received after the above deadline will not be accepted and will be returned to the Proposer unopened. The Purchasing Division's timestamp shall be the official time.
 - c. The opening of a proposal does not constitute the County's acceptance of the Proposer as a responsive and responsible Proposer.
 - d. Proposals must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: Project name, Control Number, Deadline date and time, and Proposer's name, address, phone, fax, and contact name.
 - e. Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Proposer understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - f. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the proposal must initial corrections in ink.

- g. Proposals sent by telegraph, facsimile, or other electronic means will not be considered.
- h. All costs incurred in the preparation and presentations of the proposal, as well as any resulting contract, are the Proposer's sole responsibility; no such costs will be reimbursed to any Proposer. All documentation submitted with the proposal will become the property of the County.
- i. Proposals are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) PROPOSAL GUARANTEE: Not Applicable.

7) PROPOSAL SIGNATURES: An authorized official must sign the proposal. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the County if the Proposer is determined to be the most responsive and responsible Proposer.

8) CONTRACT AWARD: The County reserves the right to withdraw the RFP, to award to one Proposer, to any combination of Proposers, by item, group of items, or total proposal. The County may waive informalities if it is in the County and the County Treasurer's interest. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal. All proposals must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Proposer. There is no contract until the contract has been signed by the County Treasurer. The County Treasurer is not liable for performance costs until the Proposer has a contract. Failure to accept the terms and conditions of the County Treasurer's Sample Form of Contract may deem the Proposer non-responsive.

9) PROPOSAL MODIFICATIONS: Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal Deadline Date, may be made only within the discretion and written approval of the Purchasing Director.

10) DUPLICATE PROPOSALS: No more than one (1) proposal from any Proposer, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

11) WITHDRAWAL: Proposals may only be withdrawn by written notice prior to the Deadline date set for the opening of proposal. No proposal may be withdrawn after the deadline for submission.

12) REJECTION: The County reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received, if it is determined by the Purchasing Director or designee that the best interest of the County or the County Treasurer will be served by doing so. The County may reject any proposal from any person, firm or corporation in arrears or in default to the County or the County Treasurer on any contract, debt, or other obligation, or if the Proposer is debarred by the County from consideration for a contract award, or if Proposer has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

13) PROCUREMENT POLICY: Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County or the County Treasurer.

14) COMPLIANCE WITH LAWS: The Proposer must comply with all federal, state, and local laws and policies including, but not limited to:

- i. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;

- ii. The Michigan Civil Rights Act;
- iii. The Persons With Disabilities Act;
- iv. The Age Discrimination Act;
- v. Section 504 of the Rehabilitation Act;
- vi. The Living Wage Ordinance;
- vii. The Slavery Era Disclosure Ordinance;
- viii. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

- 15) NON-DISCRIMINATION:** Neither the County nor the County Treasurer will contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Proposer must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into County contracts. The Proposer must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 16) NO PROPOSAL RESPONSE:** Businesses who receive this RFP but who do not submit a proposal should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the business's name from all bidder lists.
- 17) DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Respondent and the rejection of the Response:
- a. Evidence of collusion among Respondents.
 - b. Lack of competency as revealed by either financial, experience, or equipment statements.
 - c. Lack of responsibility as shown by past work.
 - d. Uncompleted work under other contracts which, in the judgment of the County or the County Treasurer, might hinder or prevent the prompt completion of additional work if awarded.
- 18) DISCUSSIONS:** Discussions may be conducted with responsible Respondents, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Respondents who submit Responses determined to be reasonably susceptible of being elected for award, but Responses may be accepted without such discussions.

Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of Responses. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFQ, the RFQ shall be amended to incorporate such clarification or change. The Proposer shall reduce any substantial oral clarification of Responses to writing.

- 19) SUBCONTRACTORS:** In an effort to promote supplier diversity, Wayne County encourages respondents to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

If the Proposer's team is composed of a prime Consultant with Subcontractors, the Subcontractors must remain exclusive to the prime described in the proposal until the end of the specific proposal period and may not partner with more than one prime for the purposes of the responsive proposal. The total exclusive time will be 120 days from the proposal due date.

The Contract will not be assignable to any other business entity without the County's approval. Proposers are encouraged to consider a joint venture.

- 21) PROPOSER RESPONSIBILITIES:** The Proposer must be capable, either as a firm or a team, of providing all services as described under SECTION 2 – SCOPE OF WORK and to maintain those capabilities until notification of the fact that their proposal was unsuccessful. Exclusion of any service for this proposal may serve as cause for rejection. The selected Proposer must remain capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain those capabilities until the agreement is successfully finished. The

successful Proposer will be responsible for all Services in this proposal whether they are provided or performed by the Successful Proposer or Subcontractor(s). Further, the County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract. The Successful Proposer must identify all Subcontractors and the Services they provide. The Successful Proposer is responsible for all payments and liabilities of all Subcontractor(s).

The County reserves the right to approve or reject, in writing, any proposed Subcontractor. If the County rejects any proposed Subcontractor in writing, the Successful Proposer shall be responsible to assume the proposed Subcontractor's responsibilities. The Successful Proposer may propose another Subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the proposal or in the contract shall create or be construed as creating any contractual relationship between any Subcontractor and the County Treasurer or the County.

- 22) COUNTY TREASURER PARTICIPATION:** The County Treasurer will provide appropriate personnel support for implementation of these agreements. The Proposer's proposal should identify County Treasurer FTEs required and tasks to be performed by County Treasurer personnel. For the purpose of contract administration, Wayne County Treasurer will designate a person to serve as County Treasurer Contract Manager. The County Treasurer Contract Manager will serve as the primary liaison between the County Treasurer and the Successful Proposer and will coordinate overall management and administration of the contract for the County Treasurer.
- 23) DISCLOSURE OF CONTENTS:** All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the proposal becomes the property of the County and may be returned only at the County's option.

Proposers must make no other distribution of their proposals other than authorized by this proposal. A Proposer who shares cost information contained in its proposal with other County personnel or competing Proposer personnel shall be subject to disqualification.

Proposers shall not be provided any information about other proposals or prices or where the Proposer stands in relation to others at any time during the evaluation process. Any request for such information by a Proposer, its subcontractor or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Proposer may be eliminated from further consideration.

SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

- 1) INTRODUCTION:** Public Act 123 of 1999, as amended, MCL 211.78 et seq. (Act 123), authorizes the Wayne County Treasurer ("County Treasurer") to foreclose on tax-delinquent properties that were forfeited to the Treasurer under MCL 211.78g. Pursuant to Act 123, the County Treasurer is required to mail tax delinquency, forfeiture and foreclosure notices to persons entitled to notice under Act 123.

Pursuant to Wayne County Ordinance, the Purchasing Director for the County of Wayne is soliciting proposals, on behalf of the County Treasurer, from mailing/scanning service companies or individuals who are qualified pursuant to the terms of this Request for Proposals (RFP) for future mailing and scanning services in conjunction with the tax foreclosure procedures of Act 123, as amended (Act 123).

The Contract requires a two-year commitment from the Successful Proposer. The mailing and scanning services provided and the costs, fees and expenses associated with these services are governed by the terms and conditions of the Contract agreed to by the parties.

The term "Proposal" refers to the information submitted by the company or individual responding to the RFP; the term "Successful Proposer" refers to the company or companies or individual which submitted Proposal or Proposals, which are recommended by the Evaluation Committee and awarded a contract as a result.

- 2) ISSUING OFFICE:** The issuing office is the Wayne County Purchasing Division, 600 Randolph, Room 146, Detroit, Michigan 48226, on behalf of the Wayne County Treasurer.
- 3) MINIMUM QUALIFICATIONS:** Proposers (which may include Proposer's Subcontractor Or Key Personnel) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:
- i. Must possess at least five (5) years prior experience in high-volume mailing and scanning projects.
 - ii. Must have the capability to receive and return the requested information to the County Treasurer in the electronic format described in the attached Appendix A entitled "Scope of Services."
 - iii. Must be certified by the U.S. Postal Service to prepare its own bar coding and printing for certified mail.
 - iv. Must have the ability to add Intelligent Mail Bar Code (IMB) to each item mailed and, if possible, to return card.
- 4) SCOPE OF SERVICES:** The Successful Proposer(s) will act as an agent for the County Treasurer and will be required to perform the services described in Appendix A to the Form of Contract herein in a satisfactory manner and on a timely basis. The services include all conferences and consultation deemed necessary to fulfill the services described in Appendix A to the Form of Contract herein. The Contractor agrees and understands that the County Treasurer cannot give a guarantee on the number of mailings or documents to be scanned that may be requested.
- 5) CONTRACT TERM:** The contract is for a term of two (2) years, with a one-year renewal option.
- 6) CONTRACT AWARD:** The may be awarded in whole or in part to one or more Proposers, as determined solely by the County and the County Treasurer.

SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1) **EVALUATION:** All proposals received will be evaluated by an Evaluation Committee comprising of County representatives. The following factors, listed in relative order of importance, will be considered in making the selection:

- **Proposer's Ability to Perform the Required Services**
- **Experience and Qualifications**
- **Fixed Costs**
- **Workplan and Timeline**

a) Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation Committee also may consider past performance of the Proposer on other contracts with the County, the Wayne County Treasurer, or other entities. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with the County or to an incumbent thereof. The County reserves the right to make additional inquiries and may request the submission of additional information.

b) **COUNTY-BASED ENTERPRISE (AND OTHER) ADVANTAGE PROGRAMS:** Wayne County administers a program that gives a pricing advantage to businesses located within Wayne County that are County-Based Enterprises (CBE). Additional advantage is also given if the business is located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply credit up to 5% to the pricing points for Proposals submitted by certified County-Based Enterprises and 2% for TGCE. Wayne County also administers a Small Business program, an expanding business program, a Joint Venture program and a Mentor Venture program. To receive the applicable credit for any program, the Proposer and all first tier subcontractors must submit their certificates with the Proposal. (NOTE: Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements.) If you are not certified, contact the office of Human Relations at (313) 224-5021, or visit the County's website, www.waynecounty.com.

2) GENERAL SUBMITTAL REQUIREMENTS:

a) **NUMBER OF COPIES:** One original, plus eight copies (nine total) of the entire proposal must be submitted. The original must be marked "ORIGINAL." Each copy must be identical to the original. The Proposals must be in labeled 3 ring binders.

b) **PROPOSAL FORMAT:** Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.

c) **PROPOSAL CONTENT:** The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

i) All forms contained or listed in Section 5 in this RFP, fully completed:

ii) A copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an

independent certified public accountant, you may submit an internally generated balance sheet and income statement instead. .

- iii) Evidence showing that the Proposer meets each of the Minimum Qualifications listed in the Scope of Work of this RFP. (See next section for more detail.)
- iv) A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

3) SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: Submit a complete response to each of the following items. List them in the order below, following your submission to the above:

a. Proposer's Ability to perform the Required Services:

- Describe the equipment and facilities available to perform the Contract as set forth in Appendix A to the attached Form of Contract entitled "Scope of Services."
- Describe the Proposer's current workload
- Describe the Proposer's current staffing
- Describe the Proposed Project staff: please include resumes

b. Proposer's Experience and Qualifications:

- Provide evidence that the Proposer meets or exceeds the minimum five (5) years prior experience in high-volume mailing and scanning projects. Provide references, including name of person or company, address, dates of service, contact name and contact telephone number for reference checks. State nature of involvement and number of years with each project.
- Provide evidence the Proposer has the necessary organization, experience, management controls, and technical skills to perform the Contract.
- Provide evidence that the Proposer has the capability to receive and return the requested information to the County Treasurer in the electronic format described in the attached Appendix A (of the Sample Form of Contract) entitled "Scope of Services."
- Provide evidence that the Proposer is certified by the U.S. Postal Service to prepare its own bar coding and printing for certified mail.
- Provide evidence that the Proposer has the ability to mail at least 200,000 first class pieces within one week's time.
- Provide evidence that the Proposer has the ability to mail at least 150,000 certified mail pieces within one week's time.
- Provide evidence that the Proposer has the ability to add Intelligent Mail Bar Code (IMB) to each item mailed and, if possible, to return card.
- Describe the Proposer past performance in providing similar services.
- Proposer's Understanding of Required Services

c. Fixed Costs:

- Fill out the enclosed Price Sheet

d. Workplan and Timeline:

- Provide an overview of Proposer's Mailing and Scanning Service Plan, including the proposed timeline in which services will be completed.
- Provide the number of days after receipt of Contract that you can begin working on this project. Work is expected to commence on the project no later than July 15, 2010. (Exact dates to be specified by the Contract Administrator.)
- Provide lead times required for each mailing.
- Specify lead times for date delivery and describe process for review and approvals.

e. Evaluation Credits:

- i) Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (see item 1) b) on prior page) if you have one; otherwise it will not be considered during the evaluation.

- 4) EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the County will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the Form of Contract may be rejected as nonresponsive.
- 5) SHORTLISTING:** The County may shortlist the Proposers based upon responses to the above items. If necessary, the County will conduct interviews/demonstrations. The County will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluation committee and to clarify their proposals through exhibition and discussion. The County will not reimburse oral presentation costs of any Proposer.

SECTION 4 – SAMPLE FORM OF CONTRACT

PROFESSIONAL SERVICES CONTRACT

BETWEEN

THE WAYNE COUNTY TREASURER

AND

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APPENDIX E - AFFIDAVIT OF CONTRACTS

THIS CONTRACT dated and effective on _____, 2010, ("Effective Date") by and between the Treasurer for the County of Wayne, Michigan, Raymond J. Wojtowicz (the "Treasurer"), pursuant to P. A. 206 of the Public Acts of 1893 of Michigan, as amended, and who is authorized thereunder to contract in his own name for the benefit of the County of Wayne, and whose address is at 400 Monroe, Fifth Floor, Detroit, Michigan 48226, (the "Treasurer"), and _____(the "Contractor"), whose address is _____.

1. PURPOSE

1.01 Pursuant to Michigan Public Act 123 of 1999, as amended, MCL 211.78 et.seq. ("Act 123") the Treasurer is the foreclosing governmental unit ("FGU") for the collection of unpaid delinquent real property taxes in the County of Wayne. Contractor, as the Treasurer's authorized agent, will provide mailing and scanning services, as more fully outlined in Appendix A "Scope of Services." The Contractor acknowledges that the Treasurer requires the expertise of the Contractor and acknowledges that the representations and warranties stated herein are relied upon by the Treasurer in the execution of the Contract.

Subject to the terms of this agreement, the Treasurer hereby designates the Contractor as his authorized agent for the sole and limited purpose set forth in this agreement, to perform the mailing and scanning services required under Act 123.

Contractor acknowledges that the Treasurer is required to comply with certain statutory timelines when foreclosing on delinquent property under Act 123 and that a failure on the part of the Treasurer to comply with said timelines could result in the Treasurer's inability to proceed with the foreclosure of a property, resulting in the loss of revenue to the County Treasurer. Accordingly, Contractor acknowledges that time is of the essence in the performance of this Contract.

2. ENGAGEMENT OF CONTRACTOR

2.01 The Treasurer engages the Contractor, and the Contractor accepts a relationship of trust and confidence bestowed by the Treasurer by the execution of this Contract. The Contractor covenants to the Treasurer, that while performing this Contract, it will use its best skill and judgment in furthering the interests of the Treasurer. The Contractor agrees to perform all obligations hereunder, using efficient business administration superintendence and its best efforts to faithfully and diligently perform the services in

accordance with the terms and conditions contained in this Contract and consistent with the standard of practice in the community.

3. SERVICES TO BE PROVIDED

3.01 The Contractor, its subcontractors and agents, (collectively, referred to as "the Contractor"), agrees to provide the services as described herein and more fully described in **Appendix A** (" Services") on an as needed basis. The Treasurer makes no guarantee as to the number of mailing or scanning services for which Contractor's services will be required. The Contractor must perform the Services described in **Appendix A** in a timely and satisfactory manner. The services also include Contractor's attendance at all conferences, meetings, and court appearances, and providing consultations with the Treasurer as needed to ensure compliance with Act 123 and, upon reasonable notice, attendance and participation in meetings of the Treasurer with any Department of Wayne County, regarding the implementation of this Contract.

3.02 In the event there is any dispute between the parties regarding the extent and character of the Services to be performed, the interpretation and determination of the Treasurer governs

3.03 All Services are subject to review and approval of the Treasurer for completeness and fulfillment of the requirements of this Contract. Neither the Treasurer 's review, approval, or payment for any of the Services shall be construed to operate as a waiver of any rights under the Contract, and the Contractor shall be and remain liable in accordance with the applicable law for all damages to the Treasurer caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

3.04 The Contractor agrees and understands that the Treasurer cannot give a guarantee on the requested number of mailings or documents to be scanned. Unless otherwise expressly provided, the number of such mailings and documents to be scanned indicated in this Contract is only an estimate, and is not, and cannot be guaranteed by the Treasurer.

3.05 The Contractor agrees that it has the ability to mail at least 200,000 first class pieces within one week's time and the ability to mail at least 150,000 certified mail pieces within one week's time.

4. DEFINITIONS OF DEFINED TERMS

(a) Change Order. A written authorization signed by the Treasurer, or by any other officer who is authorized by the Treasurer to sign the original Contract, which directs the Contractor to make changes to the "Changes in Scope/Services" Article of this Contract without consent of the Contractor.

(b) Contract/Contract Documents. The written agreement covering performance of the Services, as provided in the specifications. The Contract shall include the bid documents, performance bond, payment bond, standard specifications, supplemental specifications, general and detailed plans, all supplemental agreements entered into, and all general or special conditions pertaining to the Services or materials provided, and shall be in force until the Services provided pursuant to the Contract are completed or the Contract terminated. The term "Contract" when used in the specifications or drawings, or in the general conditions shall be considered as synonymous with the term "Contract Documents."

(c) Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Contract accomplished by mutual action of the parties to the Contract.

(d) Treasurer. The Treasurer of the Charter County of Wayne in the State of Michigan.

(e) County. The Charter County of Wayne in the State of Michigan.

(f) Contractor. The individual, firm or corporation undertaking the execution of the Services to be provided under the terms and conditions of the Contract and acting directly or through its agents or employees.

(g) Environmental Laws. All federal, state, and local laws, ordinances, rules, regulations, requirements, permits, licenses, authorizations, approvals, criteria, guidelines, and judicial and administrative orders, decrees, or judgments, now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof, relating to the regulation and protection of human health, safety, the environment and the natural resources including, without limitation, laws (and all other items recited above) relating to emissions, discharges, releases, threatened releases or remediation of, or any other response action related to, contamination or Hazardous Materials or otherwise relating to the generation, use, treatment, storage, recycling, disposal, transport, or handling of or exposure to contamination or Hazardous Materials. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq. ("CERCLA"); the Resource Conservation

and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §6901 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq. and the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; each as amended from time to time, and each of their state and local counterparts or equivalents including, but not limited to, the Michigan National Resources and Environmental Protection Act, 1994 PA 451, as amended.

(h) Hazardous Materials. Any hazardous waste, toxic substance or related materials identified now or during the term of this Contract as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up, including, without limitation, substances defined as "hazardous substances" or "toxic substances" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802.

5. TERM OF CONTRACT

5.01 The initial term of this Contract is for two (2) years ("Initial Term") from the Effective Date. This Contract expires at the conclusion of the Initial Term ("Expiration Date"). Upon written notice from the Treasurer, given at least thirty (30) days before the Expiration Date, the parties may renew this Contract for one (1) additional year, provided the Contractor is not in default of this Contract, or any other current or future contract(s) with either the Treasurer or the County, as disclosed pursuant to Section 31.03 below.

5.02 The Contractor must expediently perform the Services to achieve the objectives of this Contract. Time is of the essence in performing this Contract.

6. DATA TO BE FURNISHED FOR CONTRACTOR

6.01 The Treasurer will provide Contractor, in a mutually agreeable electronic format, with the names and addresses of interested persons in an identified parcel of property; the legal description of the parcel; the parcel tax identification number; the forfeiture identification number; the tax amount due; the address of the property for improved properties, where known; and, where possible, the street name for unimproved property.

The Contractor will schedule conferences at convenient times with key administrative personnel of the Treasurer to gather the information.

6.02 Within 30 days of execution of this Contract, the Treasurer will designate a member of his administrative staff to serve as the coordinator for the Treasurer in the performance of the Contract.

7. PERSONNEL

7.01 Contractor acknowledges that the Treasurer relies upon the representations and warranties of the Contractor that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in the Contract. The execution of this Contract is within the Contractor's authorized powers, and is not in contravention of federal, state, or local law.

7.02 The Contractor warrants that all employees of the Contractor assigned to the performance of the Services are qualified and authorized to perform the Services under the state and local laws and governing professional association rules where the employee is employed.

7.03 Each employee must devote the time and professional ability as is necessary to most effectively and efficiently perform the Services according to professional standards.

7.04 Whenever an employee assigned to this Contract must be replaced for any reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform the Services without obtaining prior Treasurer approval in writing.

7.05 Employees' daily working hours may be determined by the Contractor. When the employees are working in or about a facility of the Treasurer or the County, Contractor agrees to adjust its employees' daily working hours to be the same as those worked by County employees working at the facility.

7.06 During the Initial Term of this Contract, and any period of renewal or extension, Contractor shall not employ, retain or otherwise contract, in any manner, with any employee of the Treasurer, or the County, for any of the Services to be provided under this Contract, nor use any equipment belonging to the Treasurer or the County without the Treasurer's prior written approval.

8. ADMINISTRATION

8.01 The Contractor must inform the Treasurer as soon as the following types of conditions become known:

A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of the Contract. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

8.02 The Contractor must regularly inform the Treasurer of its activities in connection with its duties and must keep the Treasurer informed of the status of any program. The Contractor is not required to perform in a manner materially in conflict with requirements imposed by any applicable law including any statute, county charter, ordinance, resolution or executive order.

8.03 The Contractor shall have no authority in the name of the Treasurer or the County to borrow money, commence or defend litigation, spend money, or enter into contracts except as otherwise provided in this Contract.

9. NOTICE OF MATERIAL CHANGES

9.01 The Contractor shall provide the Treasurer not less than sixty (60) days written notice, of any negotiations to sell or otherwise transfer, assign or delegate to an entity, more than fifty (50%) of its current ownership or administrative services. The Contractor must immediately inform the Treasurer of material changes in its operation, ownership or financial condition. Material changes include, but are not limited to:

- A. Reduction or change in staffing assigned to the Contract.
- B. Decrease in, or cancellation of, insurance coverage.
- C. Delinquent payment, or nonpayment, of tax obligations.
- D. Delinquent payment, or nonpayment, of payroll obligations.
- E. Delinquent funding, or non-funding, of pension or profit-sharing plans.
- F. Delinquent payment, or nonpayment, of subcontractors.
- G. Termination of, or changes in, subcontracts.
- H. Transfer, sell, assignment or delegation to an entity other than the Contractor, of ownership or administrative services.

10. COMPENSATION/METHOD OF PAYMENT

10.01 Compensation shall be based on the attached rate schedule in **Appendix B**, attached. The Treasurer will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in **Appendix B**. The Treasurer agrees to prepay Contractor's costs for postage expenses on receipt of the invoice for the postage.

10.02 The Contractor must, upon reasonable notice, be available to participate in any normal meetings necessary to develop and present the project to any County department, in order to assist the Treasurer in any matter relating to the purpose or outcome of this Contract.

10.03 Within 30 days of completion of Services, the Contractor shall provide an invoice for the Services rendered. The invoice must certify the total cost of the services rendered to the project to date and the cost of all services for that billing period; and must describe the services rendered. The invoice must be signed by the Contractor, certifying the information is a correct statement of the Services rendered. The invoice is to be mailed, via first class or certified mailed, to the Treasurer, at the address stated herein, to the attention of the coordinator specified in Section 6.02, above.

10.04 Upon receipt of an invoice, submitted in the form described in Section 10.03 above, the Treasurer agrees to pay, subject to **Appendix B** and this Article 10.0 and the right to withhold or charge back the amount paid for errors or defects in Service, for the proper performance of the Services, commensurate with the progress of the work, as evidenced by the timely performance of the Services. In the event that the services are not performed in a timely fashion such that the objects of the Contract are not met, the Treasurer may, in his sole discretion, adjust the compensation. The Treasurer shall have 45 days from receipt of the invoice to remit payment.

10.05 The Contractor must submit as part of the invoices, monthly progress reports indicating the Contractor's activities during the month and being signed by an authorized officer of the Contractor.

11. PRICING ADJUSTMENTS

11.01 Any adjustment in the Contract price as a result of the Treasurer's exercise of its rights under this Contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

- (b) by unit prices, if applicable, specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation, plus appropriate profit or fee, if applicable, all as specified in the Contract or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or
- (e) in the absence of agreement between the parties, by a unilateral determination of the Treasurer of the costs attributable to the event or situation, with adjustment of profit or fee, as computed by the Treasurer in accordance with generally accepted accounting principles.

11.02 If requested by the Treasurer, Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of section 120-43 (Cost or Pricing Data) of the Wayne County Code.

12. RIGHT TO AUDIT CONTRACTOR'S RECORDS

12.01 Contractor must maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the Treasurer.

12.02 The Treasurer has the right to examine and audit all books, records, documents and other supporting data, as the Treasurer deems necessary, of the Contractor, or any subcontractors, or agents, rendering or furnishing Services under this Contract, whether direct or indirect, that will permit adequate evaluation of the Services provided by the Contractor and any subcontractors. Contractor must include a similar covenant allowing for Treasurer audit in any agreement it has with a subcontractor or agent related to this Contract. The Treasurer may delay payment to the Contractor pending the results of any such audit without penalty or interest.

12.03 The Contractor must make available to the Treasurer, or its authorized representatives, including the Legislative Auditor General, at any time Monday through Friday, inclusive, between the hours of 8:00 a.m. and 5:00 p.m., at the Treasurer's election, at that location among its offices which the Contract is principally performed or which is closest and most convenient for the Treasurer's auditors, all records, books, statements, reports, or other pertinent information that the Treasurer deems necessary concerning Contractor's and any subcontractor's performance of Services under this Contract, as may be required for audit purposes. Contractor shall make its staff available to answer all questions and provide all information reasonably necessary to complete both a financial and compliance audit of the Contract. If, in the course of the

inspections, the representatives of the Treasurer should note any deficiencies in the performance of the Services of the Contractor, or any other deficiencies, the alleged deficiencies will be reported promptly to the Contractor, in writing. The Contractor agrees to promptly remedy and correct any reported deficiencies within ten (10) days of notification by the Treasurer.

12.04 If, as a result of any audit conducted by or for the Treasurer, State of Michigan or federal agency relating to the Contractor's performance under this Contract, a discrepancy should arise as to the amount of compensation due the Contractor, the Contractor shall pay to the Treasurer on demand the amount of compensation in question. If Contractor fails or refuses to make payment, in addition to any other legal remedies available to the Treasurer, the Treasurer may retain said amount from any funds allocated to the Contractor but not yet disbursed under the Contract or may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties.

12.05 A breach of this Article constitutes a material breach of the Contract sufficient to warrant termination, the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration for the Contract, and debarment from further work for the Treasurer for up to three (3) years.

12.06 Contractor and its subcontractor(s) shall maintain all documents pertinent to the Contract or subcontract(s) for a period of seven (7) years from the date each receives final payment under their respective contracts ("Document Retention Date"). Unless otherwise agreed upon by the parties in writing, upon the occurrence of the Document Retention Date, Contractor shall, at its sole cost and expense, deliver the Records within 90 days to the Treasurer. In the event this contract is terminated as provided in Article 20, below, Contractor shall deliver the Records to the Treasurer as specified in Article 20, below. Contractor shall make this a condition of any subcontract with its subcontractors. Contractor shall maintain all documents at that location among its offices in which the Contract is principally performed or which is closest and most convenient for the Treasurer's auditors.

12.07 All information provided by the Treasurer, or any work product thereof, shall be deemed Confidential Information. The Confidential Information provided by the Treasurer is, and at all times shall, remain the sole property of the Treasurer, and is for the sole and exclusive use of the Treasurer and his representatives. The Contractor shall not sell, rent, lease, use, furnish, supply or otherwise provide any Confidential Information

obtained in connection with, or in relation to, this Contract to any other party without first obtaining the prior written consent of the Treasurer. Any breach of this provision of the Contract shall be a default, and shall be subject to, but not limited to, the rights and remedies provided in Articles 14, 15, and 20.

13. RELATIONSHIP OF PARTIES

13.01 The relationship of the Contractor to the Treasurer is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. The Contractor agrees to hold the Treasurer harmless from any such claims, and any related costs or expenses, to the extent caused by the Contractor.

13.02 For all purposes, the Treasurer's employees will remain employees of the Treasurer and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the Treasurer as an independent contractor to provide Services to the Treasurer, and is not being retained in any capacity as a joint enterprise or venturer with the Treasurer. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the Treasurer.

14. INSURANCE

14.01 Contractor, at its expense, must take out, carry and maintain insurance coverage meeting the Treasurer 's requirements during the term of the Contract.

14.02 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policy holder's service rating no lower than [A] as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than [A] or XI will be acceptable only upon written consent of the Treasurer.

14.03 Insurance policies must name the Contractor as insured, name the Treasurer as an additional insured and loss payee, and must not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from the Contractor to the Treasurer. Upon execution of this contract, Certificates evidencing such insurance must be submitted by Contractor to the Treasurer prior to providing any Services pursuant to this Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies. In the event the same is not provided to the Treasurer, the Treasurer has the right to immediately terminate this Contract without further notice. Contractor shall advise the Treasurer in writing as to the frequency and duration of the policy premiums. Contractor shall provide the Treasurer with proof of payment of all policy premiums within 10 days of payment date, or due date, whichever is earlier.

14.04 The Treasurer reserves the right to request complete copies of any insurance policies required by this Contract if deemed necessary to ascertain the details of coverage not provided by the Certificates. Such copies shall be "Originally Signed Copies" and so designated.

14.05 Compliance with the insurance requirements of this provision is a continuing condition of Contractor's rights under this Contract. If Contractor fails to procure and maintain such insurance, the Treasurer shall have the right, but not the obligation, to procure and maintain the insurance for and in the name of Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or, at the Treasurer's option, the Treasurer may offset the cost incurred by the Treasurer against amounts otherwise payable to Contractor under this Contract or any concurrent, successive or future contracts between the parties.

14.06 Contractor waives any rights of subrogation for personal injury or property damage against County, its officers, employees, agents and elected officials arising from this Contract. In the event of any payment by any insurer of Contractor, such insurer will not be subrogated to any of Contractor's rights of recovery therefore against County, its officers, employees, agents and elected officials. Contractor will not execute, nor deliver any instruments or other documents, nor take any other action to secure any such rights for Contractor's insurer(s) against County, its officers, employees, agents and elected officials. In addition, Contractor waives any rights of recovery it may have against County, its officers, employees, agents and elected officials for insured losses occurring to any property insured by Contractor in accordance with this Contract.

14.07 Unless otherwise agreed, Contractor must provide the following insurance with limits not less than indicated for the respective items:

1. Professional Liability Insurance under a claims made policy with minimum limits of \$1 Million Dollars per occurrence and \$2 Million Dollars annual aggregate. Contractor shall maintain continuity of claims made coverage for at least 3 years following completion of services under this Contract.
2. Workers' Compensation Insurance that meets Michigan statutory requirements.
3. Commercial General Liability Insurance under an occurrence based policy with minimum limits of bodily injury of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate and with minimum limits for property damage of \$1 Million Dollars each occurrence and \$2 Million Dollars aggregate.
4. Commercial Automobile Liability (including hired and non-owned vehicles) with single limits of \$1 Million Dollars per occurrence.

14.08 Contractor shall continue insurance coverage after the expiration or termination of this Contract as follows:

(a) Contractor shall continue the same Professional Liability Insurance policy or maintain continuity of claims made coverage under a similar policy or policies for three (3) years following the expiration or termination of the Contract. The Contractor shall continue to list the Treasurer as an additional insured under its Professional Liability policy for three (3) years following the expiration or termination of the Contract.

(b) Contractor shall continue the same general liability policy or maintain continuity of coverage under a similar policy or policies for three (3) years following the expiration or termination of the Contract. The Contractor shall continue to list the Treasurer as an additional insured under its general liability policy for three (3) years following the expiration or termination of the Contract.

14.09 If, during the term of this Contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Treasurer, render inadequate the insurance limits, the Contractor will furnish, on demand, such additional coverage as may reasonably be required and available under the circumstances.

15. INDEMNIFICATION

15.01 Except for claims arising from the County's gross negligence, the Contractor agrees to indemnify, defend and save harmless the County against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County because of any of the following occurring during the term of this Contract:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Contractor, or any of its personnel, employees, consultants, agents, or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Contractor now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Contractor, or any of its employees to perform its obligations either implied or expressed under this Contract.

15.02 The Contractor agrees that it is its responsibility and not the responsibility of the County to safeguard the property and materials that the employees of the Contractor use in performing this Contract. The Contractor must hold the County harmless for costs and expenses resulting from any loss of the property and materials used by its employees pursuant to the performance of the Contractor under this Contract.

15.03 Nothing in this article shall be deemed to relieve the Contractor of its duty to defend the County, as specified, pending a determination of the respective liabilities of the Contractor and the County, by legal proceeding or agreement. The County shall cooperate with the Contractor in the defense against the suit. In no event shall the Contractor make any admission of guilt or liability on behalf of the County without the County's prior, written consent.

15.04 For purposes of this Article, the term "County" includes the County of Wayne and all other associated, affiliated, or subsidiary agencies, branches, divisions, or departments, now existing or to be created, and their respective agents, employees, officers, directors and elected officials.

15.05 This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

15.06 This indemnity must not be construed as a waiver of any governmental immunity the County, its agencies, or employees, has as provided by statute or modified by court decisions.

16. BANKRUPTCY OR INSOLVENCY

16.01 If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or any of its property, whether it is a third party or Contractor as debtor-in-possession (referred to as "Contractor" in this Article unless the context clearly requires otherwise) the following rights, obligations and limitations control:

A. Contractor or any trustee may not assign any or all of its rights, title or interest, in or to this Contract, since this Contract is for the delivery of professional services and related services, as to which the Treasurer is entitled to insist upon performance solely by the Contractor.

B. Contractor or any trustee may only assume this Contract if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the Treasurer of:

(i) adequate financial capacity to employ or contract with sufficient personnel to perform the services assigned to the Contractor as provided in this Contract and to pay for all services contracted for by the Contractor;

(ii) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the services assigned to the Contractor as provided for in this Contract; and

(iii) adequate financial and professional capacity to maintain the professional standard provided in this Contract. The reasonable determination of the Treasurer as to the adequate professional capacity of the Contractor is determinative.

C. Because of the unique nature of the services this Contract requires the Contractor to provide, the Contractor agrees that any requests by the Treasurer that the trustee or it as debtor-in-possession assume or reject this Contract in a shorter time than provided for in 11 USC §365 is reasonable so long as the trustee or Contractor receives no less than 5 business days' notice.

D. If this Contract is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Contract, the Contractor as debtor-in-possession

or its trustee must cooperate with the Treasurer in arranging for the orderly transfer of responsibilities to persons or entities as the Treasurer may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.

16.02 Although neither party has the right to terminate the Contract merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor-in-possession is appointed over any party property, each party retains all of the other termination rights set forth elsewhere in this Contract during the period of any proceedings under the Bankruptcy Code.

17. STOP WORK

17.01 The Treasurer may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of its Services called for by this Contract for a period of up to ninety (90) days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such, state the reasons why Contractor's Services are being suspended, and shall indicate that it is issued under this Article. Upon receipt of the stop work order, the Contractor immediately shall comply with its terms and take all reasonable steps to minimize the costs allocable to its Services covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the Treasurer shall either:

- (a) Cancel the stop work order; or
- (b) Cancel the work covered by the stop work order as provided in the termination Article of this Contract.

17.02 If a stop work order issued under this Article is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume its Services. The Treasurer shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- (a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
- (b) The Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage.

17.03 If the Treasurer decides not to cancel the stop work order and terminates the Contract for reasons other than a material breach by the Contractor, the Treasurer shall pay the Contractor for all Services performed and expenses incurred as of the date specified by the Treasurer in the stop work order, together with all other expenses recoverable by Contractor pursuant to Section 20.02 of this Contract governing Contractor's rights upon the Treasurer's termination of the Contract for its convenience.

17.04 If the Treasurer decides not to cancel a stop work order and terminates the Contract for material breach, the Treasurer shall have no obligation to pay, by equitable adjustment or otherwise, any costs resulting from the stop work order.

18. EXCUSABLE FAILURE

18.01 Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another party); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions or reasonably circumvented by the non-performing party through the use of alternate sources, work around plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligations so affected for as long as (1) such circumstances prevail and (2) such party continues to use its best efforts to complete its contract obligations whenever and to whatever extent possible without delay. To obtain the benefit of this Article, the non-performing party must promptly notify the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation. In the event of a dispute between the parties with regard to what constitutes an excusable failure, the Treasurer's reasonable determination is controlling.

18.02 If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the Services necessary for the performance of the Treasurer's functions for more than fourteen (14)

consecutive days, and the Treasurer determines that performance is not likely to be resumed within a period of time that is satisfactory to the Treasurer, in its reasonable discretion and at the Treasurer's option: (a) the Treasurer may procure the affected Services from an alternate source for so long as the delay in performance shall continue; in such case, the Treasurer shall not be liable to the Contractor for payments for Services provided by others; (b) the Treasurer may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those Services canceled; or (c) the Contract will be canceled without liability of the Treasurer to the Contractor as of the date specified by the Treasurer in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the Treasurer as a result of any excusable failure occurrence or to payments for Services not rendered as a result of the excusable failure condition. The Treasurer also shall not be liable to the Contractor for loss of anticipated profit, unabsorbed overhead, interest on claims, unamortized depreciation costs, and general and administrative burden if the termination is the result of an excusable failure occurrence.

18.03 Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, work around plans or other means.

19.0 DEFAULT

19.01 Contractor's failure to perform any term of this Contract or any other contract with the Treasurer or the County, is deemed to be material breach and a default. A default under this Contract constitutes a default by the Contractor of the terms of all other contract(s) between the Treasurer, and the County, if any, and permits the Treasurer, at his sole determination, to terminate this contract in accordance with the terms herein. In the event of default, the Treasurer may, at his sole discretion, exercise any of the rights stated in this Article 19, and all other rights provided in this Contract.

20. TERMINATION

20.01 Treasurer's Right to Terminate.

When in the Treasurer's best interest, the Treasurer may unilaterally terminate this Contract at any time, whether or not Contractor is in default of any of its obligations under the Contract, by giving written notice to the Contractor. Upon terminating the Contract, the Treasurer shall not incur any further liability to Contractor, except as provided in this Article, which sets forth Contractor's exclusive remedies. The termination notice must specify the effective date, at least 10 days prior to the effective date of the termination, and the Contract will terminate as if the date were the date originally given for the expiration of the Contract.

20.02 Contractor's Recoverable Expenses if Terminated for Treasurer's Convenience.

If the Treasurer terminates this Contract for its own convenience, the Treasurer will pay the Contractor only for its Services conforming to the requirements of the Contract rendered prior to termination. Within thirty (30) calendar days of termination, the Contractor shall submit to the Treasurer an itemized invoice for any fees or expenses incurred by the Contractor prior to termination. The Treasurer will approve the amount of payment, on the basis of Services rendered, and other means which, in the judgment of the Treasurer, represents a fair value of the Services provided, less the amount of any previous payments made. The Treasurer shall have no obligation for and shall not be required to make payments to the Contractor, directly or on account of claims by Contractor's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, unamortized depreciation costs, and general and administrative burden charges, resulting from the termination of the Contract. The Treasurer's obligations to the Contractor upon termination shall not exceed those that the Treasurer would have had to the Contractor in the absence of termination. The Treasurer, upon payment of any approved accrued amounts so invoiced, shall have no further liability or obligation to the Contractor whatsoever for any further fees, expenses or payment. If the Contractor accepts the payment, the Contract is satisfied. The Treasurer may audit the Contractor's records before payment to verify the amounts requested in the Contractor's termination claim.

20.03 Contractor's Liability Upon Termination for Cause.

If the Treasurer terminates this Contract because the Contractor has failed to comply with any of the material terms and conditions of this Contract, the Treasurer may procure, upon such terms and in such manner as the Treasurer may deem appropriate, Services similar to those terminated, and the Contractor shall be liable to the Treasurer for any costs to obtain and transition similar services, provided the Contractor shall continue the

performance of this Contract to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the Treasurer by law or equity, the Contractor shall be responsible for all additional costs, charges, and damages incurred by the Treasurer in connection with the completion of the Contract. Such expenses shall be deducted from any monies due or which may become due the Contractor under the Contract. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor shall pay, on demand, such excess amount to the Treasurer. Should a deficiency exist, the Treasurer may offset such a deficiency against the compensation to be paid the Contractor in any concurrent, successive or future contracts between the parties. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

20.04 Contractor's Obligations to Treasurer Upon Receipt of Termination Notice.

After receipt of a notice of termination and irrespective of whether Contractor disputes the Treasurer's right to terminate this Contract pursuant to said notice, and except as otherwise directed by the Treasurer, the Contractor must:

- A. Stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. Make no further commitments with respect to the Contract or Contract funds, including payroll costs beyond the date the Treasurer specifies, except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- C. Immediately take all action as may be necessary or as the Treasurer may reasonably direct to assure the protection of the property in the Contractor's possession and in which the Treasurer has or may acquire any interest, the cost of which action shall be paid by the Treasurer, unless the termination is the result of Contractor's default hereunder;
- D. As of the date the termination is effective, present all Contract records and deliver to the Treasurer the records, data, notes, reports, discs, and documents ("Records") as the Treasurer specifies, all pertinent keys to files, and carry out such directives as the Treasurer may issue concerning the safeguarding or disposition of files and property;

E. Submit within thirty (30) days from the date of termination a final report listing all of the creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Contract, together with copies of all supporting receipts and other documents evidencing the expenditure of funds relating to the Contract.

Contractor shall also terminate all orders and subcontracts to the extent that they relate to the portion of Services so terminated, except as otherwise directed by the Treasurer. If directed, in writing, by the Treasurer, the Contractor shall execute and deliver all such documents and take all such steps, including the legal assignment of its contractual rights, as the Treasurer may reasonably require, for the purpose of vesting in the Treasurer all of the Contractor's rights and benefits under all or any portion of the obligations, contracts, commitments and unsettled claims incurred or undertaken in compliance with this Contract. If the Contractor has complied with the terms of this Article 20, the Treasurer shall, subject to the maximum compensation payable under this Contract, assume and become liable for such assigned obligations, contracts, commitments and unsettled claims described herein unless the termination is as a result of Contractor's default of its obligations under this Contract.

20.05 Upon termination of the Contract, all Records prepared by the Contractor under this Contract or in anticipation of this Contract shall, at the option of the Treasurer, become its exclusive property, whether or not in the possession of the Contractor. The Contractor may retain copies of the Records.

20.06 Contractor acknowledges that any intentional failure or delay by the Contractor to deliver the Records to the Treasurer will cause irreparable injury to the Treasurer not adequately compensable in damages and for which the Treasurer has no adequate remedy at law. The Contractor will pay the Treasurer \$500 per day as damages, and not as a penalty, until it delivers the Records to the Treasurer. The Treasurer may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Contractor consents to as well as all applicable damages and costs. The Treasurer shall have unrestricted use of the Records for the purpose of completing the Services.

20.07 Access to the records prior to delivery must be restricted to authorized representatives of the Treasurer and the Contractor. The Contractor has no right to disclose or use any information gathered in the course of performing its Services without obtaining the written concurrence of the Treasurer. All the information must be

confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the Treasurer, having been developed for the Treasurer for its own and sole use.

20.08 Each party will assist the other party in the orderly termination of this Contract and the transfer of all assets or property, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

21. ASSIGNMENT

21.01 Contractor will not assign or in any manner transfer this Contract, or any part or parts hereof, or interest herein, or subcontract for any Services, equipment or operations without the prior, written consent of the Treasurer. Any unauthorized assignment or transfer will be considered a breach of this Contract and may result in the cancellation of the Contract at the sole discretion of the Treasurer. If the Contract is not canceled, the assignment of this Contract shall be deemed null and void. Consent by the Treasurer to one or more assignments of this Contract will not operate to extinguish the Treasurer's rights under this Article. The sale of fifty percent (50%) or more of the capital stock of the Contractor (if the Contractor is a corporation having less than ten (10) shareholders) will constitute an assignment of this Contract within the meaning of this Article.

22. PROMPT PAYMENT

22.01 If the Contractor should subcontract a part of the obligations under this Contract to a business which has been certified by the County's Division of Human Relations as a small or disadvantaged business enterprise, the Contractor shall make prompt payments to each subcontractor as the subcontract is performed which are at least equal to the prompt payments which are due to the Contractor under the provisions of this Contract and Section 120.3404 of the Code of County Ordinances. Unless alternate terms which have a similar purpose and effect are otherwise agreed upon in writing, the Contractor shall make payment within 45 days after delivery or satisfaction of the subcontract, or receipt of a complete invoice therefore, whichever is later. If an invoice is filled out incorrectly or contains a defect or impropriety, the Contractor shall notify the subcontractor of that fact within 10 days after receipt of the invoice. The 45 day period shall be extended by each day over 5 days which the subcontractor takes to make a correction. If a payment is past due, the Contractor shall pay to the subcontractor an additional amount to be calculated on a daily basis which is equal

to an annual rate of interest of 9% (amount overdue x number of days overdue x .000246575). Interest shall not be due if payment is delayed because of a good faith disagreement between the contractor and the subcontractor regarding contract performance and the dispute is resolved in favor of the Contractor. This provision is expressly intended to create a third-party right which is legally enforceable by a subcontractor. This provision does not, however, create a duty on the part of the Treasurer to seek enforcement of a default of this provision or to make payment to the subcontractor on behalf of the Contractor.

23. ETHICS IN CONTRACTING

23.01 The Contractor must comply with Section 12 of Chapter 20 of the Wayne County Code governing "Ethics in Public Contracting."

23.02 Contractor's material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Contract, sufficient to warrant immediate termination and the imposition of liquidated damages (not a penalty) of fifteen percent (15%) of the consideration made or due under the Contract as of the date of termination.

23.03 If the County determines that the Contractor has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the Contractor and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Section 6 of Chapter 120 of the Wayne County Code, from competing for any further County contracts for up to three (3) years.

23.04 If the contract price is in excess of \$20,000, and the contractor knowingly collaborates in or induces a violation of any of the ethical standards that are set forth in sections 120-223, 120-224, 120-225, 120-228, 120-229, 120-231, or 120-233 of the Wayne County Code, the Treasurer has the right to impose any one or more of the following sanctions:

- A. Immediately terminate the Contract and require the Contractor to pay the Treasurer Liquidated damages, and not a penalty, of 15% of the total Contract compensation;
- B. Debar or suspend the Contractor from consideration from competing for further Treasurer contracts; or
- C. Recover the value transferred or received in breach of the ethical standards by a Treasurer employee or other person.

24. WORK FOR HIRE

24.01 Work prepared by the Contractor under this Contract is "work for hire" and the exclusive property of the Treasurer. To the extent the work may not be deemed a "work for hire" under applicable law, Contractor will assign to the Treasurer all right, title and interest in and to Contractor's copyrights for the work. Contractor must execute and deliver the assignment to the Treasurer. The Contractor must take other action that the Treasurer may reasonably request, including, without limitation, executing and filing, at the Treasurer's expense, copyright applications, assignments and other documents required for the protection of the Treasurer's rights to such materials.

25. CHANGES IN SCOPE/SERVICE

25.01 The Treasurer may request changes to the scope of Services to be furnished or performed by the Contractor under the Contract, as well as changes in the time of performance of the Contract. All such changes shall be authorized by either Change Order or Contract Modification, as those terms are defined in this contract.

25.02 If any such change request increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Services under this Contract, an adjustment may be made and the Contract modified in writing accordingly.

25.03 Contractor shall provide the Treasurer with a written proposal to the Treasurer's change request within five (5) business days of receipt of any such request. Contractor's proposal shall describe in reasonable detail the basis for any proposed price or time adjustment. All cost estimates shall include all completed Services, and cover all costs, expenses, overhead and profit of subcontractors, if any.

25.04 Contractor acknowledges that any change in the Contract price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other cost of any nature.

25.05 If the Treasurer does not accept the Contractor's proposal, the Treasurer may:

- (a) withdraw its change request;

- (b) modify its change request, in which case the procedures set forth above will apply to the modified change request; or
- (c) issue a Change Order.

25.06 Any adjustment in the Contract price shall be computed in accordance with the provisions of Article 11 of this Contract. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided the Treasurer promptly and duly makes provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the required Services under protest, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of the time for completion.

25.07 No action, conduct, omission, prior failure or course of dealing by the Treasurer shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the Treasurer and the Contractor. Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Contract.

25.08 No amendment to this Contract is effective unless it is in writing and references this Contract. If the amendment is a Contract Modification, it must be signed and acknowledged by duly authorized representatives of both parties. If the amendment is a Change Order, it must be signed by an authorized representative of the Treasurer.

26. NONDISCRIMINATION PRACTICES

26.01 The Contractor must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. Article XI of Chapter 120 of the Wayne County Code governing Equal Contracting Opportunity.

G. Any other appropriate affirmative action provisions as may be required from time to time by the Director of Human Relations of the County. Contractor shall promptly give notice of any such provisions to the Treasurer during the term of the Contract.

26.02 The Contractor must not:

A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the Contractor indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

D. Except as permitted by rules and regulations promulgated pursuant to Article XI of the Wayne County Code, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. Contractor also shall not make or keep a record of that information or disclose such information.

E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

26.03 The Contractor must notify any subcontractor of the obligations relative to non-discrimination under this Contract when soliciting the subcontractor. The Contractor shall include the provisions of this Article in any subcontract, as well as provide the Treasurer with a copy of any subcontract agreement.

26.04 The Contractor and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this

Contract, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the Contractor.

26.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Contract.

26.06 If the Contractor does not comply with the non-discrimination and affirmative action provisions of this Contract, the Treasurer may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Withholding of payments to the Contractor under this Contract until the Contractor attains compliance;
- B. Cancellation, termination or suspension of this Contract, in whole or in part;
- C. Disqualification from bidding on future contractors for a period of no more than 3 years;
- D. Referral to Corporation counsel for consideration of injunction, liquidated damages or other remedies; and/or
- E. Because of the impracticable ability and extreme difficulty of fixing and ascertaining the actual damages which the Treasurer would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Treasurer, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the Contract price, and the balance shall be paid by the Contractor.

26.07 In the event that this Contract is or becomes subject to federal or state law which conflicts with the requirements Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

27. PAYMENT OF LIVING WAGE

27.01 The Contractor must pay its work force a living Wage, as defined Section 120-65 of the Procurement Ordinance for the term of the Contract. The Contractor must post a notice of this requirement in its work place; which notice must state that if the Contractor has failed to comply with the requirements of this Article, an employee may file a notice of noncompliance upon the Compliance Manager. If an employee of the Contractor

files a complaint with the Compliance Manager, the Compliance manager shall notify the Contractor to submit proof of compliance within 30 days. Failure of the Contractor to do so shall be grounds for termination of this Contract.

27.02 If the Contractor does not comply with the Living Wage provisions of this Contract, the Treasurer may impose sanctions, as it determines to be appropriate, including but not limited to:

- A. Because of the impracticable ability and extreme difficulty of fixing and ascertaining the actual damages which the Treasurer would sustain, the imposition of liquidated damages (not a penalty) in the amount of \$50.00 per day, for each day that the Contractor shall fail to comply with said requirements;
- B. Termination of the Contract, if the Contractor failure to rectify the non-compliance within thirty (30) days from the date of notice of the determination of noncompliance;
- C. Requiring the Contractor to pay to the employee affected the amount of the deficiency, for each day the violation continues;
- D. Withholding of payments to the Contractor under this Contract in amounts necessary to effectuate the payments;
- E. Refusal to accept any bids or grant applications or requests for a period of five (5) years if the Contractor has failed on two (2) separate occasions to comply with this Article during the previous five (5) year period.

27.03 If the auditor determines that the Contractor has violated the Living Wage Ordinance, the Treasurer may immediately terminate the Contract and debar the Contractor from bidding on or entering into any contract with the Treasurer or from receiving any financial assistance from the County for a period of five years.

27.04 Upon execution of this Contract, the Contractor shall file with the Treasurer a signed affidavit stating that all employees working under the Contract meet the requirements of the ordinance and shall continue to meet the requirements of this ordinance for the life of the Contract. The affidavit must be signed by the business owner or another designated representative of the Contractor. The Contractor shall maintain payroll records for all employees and shall preserve them for a period of at least four (4) years. The Contractor shall permit access to job sites and relevant payroll records for authorized County representatives for the purpose of monitoring compliance, investigating employee complaints of non-compliance, and evaluating the operation

and effects of the ordinance. In addition to any other sanctions set forth herein, a Contractor who fails to submit documents, declarations or information required to demonstrate compliance shall be deemed by the auditor to be noncompliant or non responsive and shall have Contract payments denied or suspended until compliance is demonstrated.

28. NOTICES

28.01 All notices, consents, approvals, requests and other communications ("Notices")

required or permitted under this Contract must be given in writing and mailed by first-class mail and addressed as follows:

If to the Contractor:

Contractor
ATTENTION: xxxxxxxxAddressCity, State Zip
Phone Number
E-Mail Address

If to the Treasurer:

Raymond J. Wojtowicz,
Wayne County Treasurer
400 Monroe Street, 5th Floor
Detroit, MI 48226

28.02 All notices are deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

28.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

29. JURISDICTION AND LAW

29.01 This Contract, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Contract. Service of process at the address and in the manner specified in this Contract will be sufficient to put the Contractor on notice. The Contractor will not commence any action against the Treasurer because of any matter arising out

of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

30. CONFIDENTIAL INFORMATION

30.01 If the Treasurer discloses confidential information to the Contractor's employees pertaining to the Treasurer's past, present and future activities, the Contractor must instruct its employees to regard all information gained by each person as a result of the Services to be performed as information which is confidential and not to be disclosed to any organization or individual without the prior written consent of the Treasurer.

30.02 The Contractor agrees to take appropriate action with respect to its employees to insure that the obligations of nonuse and non-disclosure of confidential information concerning this Contract can be fully satisfied.

31. CONFLICT OF INTEREST

31.01 Contractor covenants that as of the Effective Date, neither the Contractor nor any of its employees have an interest, and shall not acquire any interest, directly or indirectly, that conflicts in any manner with its performance of the Services and agrees to execute an Affidavit of Conflicts of Interest" in the form attached as **Appendix D**, attesting to the same. The Contractor further covenants that in the event the Contractor becomes aware of an employee acquiring a conflicting interest or of circumstances that may appear to create a conflict of interest, as defined in Section 31.02, the Contractor shall immediately disclose the same to the Treasurer. The Contractor has the affirmative duty to immediately disclose the same to the Treasurer upon learning of such circumstances. No person or entity, of any kind, having any such conflict of interest shall be employed or supervised by the Contractor, its subcontractors or agents, without the prior written consent of the Treasurer.

31.02 A conflict of interest exists whenever the Contractor, or an employee, subcontractor or agent of the Contractor, knows or should reasonably be expected to know, that the Contractor, employee, subcontractor or

agent, or a member of his or her immediate family, to the third degree of consanguinity, has a financial interest in a property forfeited to the Treasurer.

31.03 The Contractor represents that, other than this Contract, it has no contracts, with either the Treasurer or the County, other than those disclosed in the Affidavit of Contracts, in **Appendix E**.

31.04 The Contractor, its employees, members of their immediate family to the third degree of consanguinity, are strictly prohibited from participating directly or indirectly, in the bidding and purchasing by any means, including and not limited to, joint ventures, or assignments, of any foreclosed property to be sold at an auction conducted by the Treasurer.

31.05 All covenants, representations and warranties provided by the Contractor shall survive this Contract and any extensions and renewals thereof.

32. RIGHT TO INSPECT PLANT

32.01 The Contractor shall make available to the Treasurer, or its authorized representatives, at any time during normal hours of operation, the right to inspect that part of the plant, place of business, or work site of the Contractor which the Treasurer deems pertinent to the performance of any tier of the Contract by the Contractor. Contractor must include a similar covenant allowing for the right of the Treasurer to inspect the facilities of any subcontractor with whom the Contractor has an agreement related to this Contract.

33. COMPLIANCE WITH LAWS

33.01 The Contractor must comply with and must require its employees to comply with all applicable laws and regulations.

33.02 The Contractor must hold the Treasurer harmless with respect to any damages arising from any violations of this Article by it or its employees.

34. WAIVER OF ANY BREACH

34.01 No failure by a party to insist upon the strict performance of any term of this Contract or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Contract, but every term of this Contract remains effective with respect to any other then existing or subsequent breach.

35. SEVERABILITY OF PROVISIONS

35.01 If any provision of this Contract or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Contract, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

36. MERGER CLAUSE

36.01 This Contract, including the appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are or will be acquired by either party by implication or otherwise unless set forth in this Contract.

37. NONEXCLUSIVE CONTRACT

37.01 The Treasurer may contract with other firms providing the same or similar Services so long as the Contractor's obligations to the Treasurer contained in this Contract will not be unreasonably affected.

38. AMENDMENTS

38.01 No amendment to this Contract is effective unless it references this Contract, is written, is signed and acknowledged by duly authorized representatives of both parties.

39. MISCELLANEOUS

39.01 The Contractor covenants that it is not, and will not become, in arrears to the Treasurer upon any contract, debt, or any other obligation to the Treasurer, including real property and personal property taxes.

39.02 Articles 12, 14, 15, 28, and 30 survive termination of the Contract.

39.03 All the provisions of this Contract are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

39.04 If any Affiliate of the Contractor takes any action, which if done by the Contractor, would constitute a breach of this Contract, the action is deemed a breach by the Contractor. "Affiliate" is a parent, subsidiary or other company controlling, controlled by or in common control with the Contractor.

39.05 The Contractor will not use any of the funds, materials, property or services contributed under this Contract, for any partisan political activity, or to further the election or defeat of any candidate for public office.

39.06 There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this Contract.

39.07 Unless the context otherwise requires, the words, “herein”, “hereof” and “hereunder” and other words of similar import, refer to this Contract as a whole and not to any particular Article, section, or other subdivision.

39.08 The headings of the Articles in this Contract are for convenience only and must not be used to construe or interpret the scope or intent of this Contract or in any way affect the Contract.

39.09 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

39.10 The Contractor warrants that any products sold or processes used in the performance of this Contract do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. If a third party makes a claim against the Treasurer, the Treasurer must promptly notify the Contractor. The Contractor must defend the claim in the name of the Treasurer, at the Contractor's expense. The Contractor must indemnify the Treasurer against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful.

39.11 Any computer equipment the Contractor places in a County facility shall meet County standards and specifications and is the property of the County while the equipment is in the facility. The Contractor shall notify the Treasurer when equipment is placed in a County facility.

39.12 The Contractor shall maintain an e-mail account address.

40. AUTHORIZATION AND CAPABILITY

40.01 The Contractor represents, and the Treasurer is relying on such representation, that the Contractor has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations. The Contractor further represents and warrants, and the Treasurer shall rely upon such representation, that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract, such authorization is evidenced by the documents indicated in **Appendix C** of this Contract.

41. DEFECTIVE COST OR PRICING DATA

41.01 If Contractor has submitted a Certificate of Current Cost or Pricing Data with its Bid and the Treasurer subsequently determines that such cost or pricing data is inaccurate, incomplete, or noncurrent as of the date stated in the Certificate, Contractor acknowledges the Treasurer's right to adjust the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. Judgmental errors made by the Contractor in good faith concerning the estimated portions of future costs or projections do not constitute defective data. The Treasurer will presume that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon by the Contractor in the formation of its Bid, the Treasurer will reduce the Contract price by such amount. In establishing that the defective data caused an increase in the Contract price, Contractor acknowledges that the Treasurer has no obligation to reconstruct the negotiation by speculating as to what would have been the mental attitudes of the negotiating parties if the correct data had been submitted at the time of agreement on price.

41.02 In determining the amount of a downward adjustment, the Contractor shall be entitled to an offsetting adjustment for any understated cost or pricing data submitted in support of price negotiations for the same pricing action up to the amount of the Treasurer's claims for overstated costs or pricing data arising out of the same pricing action.

41.03 If the Contractor and the Treasurer cannot agree as to the existence of defective cost or pricing data or the amount of adjustment due to defective cost or pricing data, the Treasurer shall set an amount in accordance with Article 11. Pricing Adjustments, of the Contract

42. COUNTERPARTS

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes.

43. SIGNATURE

43.01 The Treasurer and the Contractor, by their authorized officers and representatives have executed this Contract as of the signed date by the Treasurer.

(EXECUTION PAGES FOLLOW)

**WAYNE COUNTY TREASURER
EXECUTION PAGE
to the CONTRACT BETWEEN the WAYNE COUNTY TREASURER and**

WITNESSES:

Wayne County Treasurer

Signature

RAYMOND J. WOJTOWICZ,
Wayne County Treasurer

Printed Name

Date: _____

Signature

Printed Name

Subscribed and sworn to before me
on this _____ day of _____, 2010

Notary Public

County of Wayne, State of Michigan

My Commission Expires: ____/____/____

Acting in Wayne County

**CONTRACTOR
EXECUTION PAGE**
to the CONTRACT BETWEEN the WAYNE COUNTY TREASURER and

WITNESSES:

Contractor

Signature

Printed Name

Date

Signature

Printed Name

Subscribed and sworn to before me
on this ____ day of _____, 2010

Notary Public
County of Wayne, State of Michigan
My Commission Expires: ____/____/_____
Acting in Wayne County

APPENDIX A
SCOPE OF SERVICES

I. Services

Contractor, acting as the Treasurer's authorized agent will provide the following professional services to the Treasurer beginning no later than July 15, 2010.

A. Mailing Services.

1. Contractor shall Mail the following notices, as provided by the Treasurer, using data provided by the Treasurer:
 - a. On June 1 of each year, Contractor shall send notice by first class mail of delinquent taxes and potential forfeiture and loss of property. [MCL 211.78b];
 - b. On September 1 of each year, Contractor send a second notice by first class mail of delinquent taxes and potential forfeiture and loss of property. [MCL 211.78c];
 - c. No later than February 1 of each year, Contractor shall send a third notice, by certified mail, return receipt after delivery requested, of delinquent taxes and potential forfeiture and loss of property. [MCL 211.78f(1)];
 - d. No later than February 1 of each year, Contractor shall send a fourth notice by first class mail to the occupant of the tax-delinquent property of delinquent taxes and potential forfeiture and loss of property. [MCL 211.78f(2)];
 - e. At least 30 days before the date of the administrative show cause hearing, Contractor shall send notice by certified mail with electronic return receipt requested, of the pending administrative show cause hearing and the judicial foreclosure hearing. [MCL 211.78i];
 - f. In addition to providing the certified mail notice required in paragraph 5 above, Contractor shall send notice by first class mail of the pending administrative show cause hearing and the judicial foreclosure hearing; and
 - g. Contractor shall mail notices or tax bills as additional supplementary mailing as provided by the Treasurer.
 - h. Each of the mailings required above will require different formats;
 - i. All work must be completed by the dates stated above, unless an extension is granted in writing by the Treasurer.
 - j. The above mailings may require inserts such as return envelopes and informational material. In addition, the mailings may require printing of coupons for lock box operations and non-postal bar coding as required by the Treasurer. The Treasurer may require specified mailings to be in postcard format (self mailer letter size).

2. Contractor shall also:
 - a. Create CASS/NCOA certified files from data files submitted by the Treasurer and return same to the Treasurer.
 - b. Determine and advise the Treasurer of the postage and first class/certified mail requirements. Contractor acknowledges that the Treasurer is relying on the Contractor's expertise.
 - c. Receive the electronic data from the Treasurer's office and prepare and print the required documents to be mailed. The draft of the mail piece design is to be reviewed and approved by the Treasurer prior to mass printing.
 - d. Prepare a CASS list in order to obtain optimum postage discounts for the Treasurer.
 - e. Fold and insert the documents to be mailed into the envelope so that the mailing address is visible with 100% accuracy.
 - f. Bar code and add to each piece of mail to be sent the number of the certified postal receipt, where appropriate.
 - g. Add Intelligent Mail Bar Code (IMB) to each item mailed and, if possible, to return card.
 - h. Maintain computer website to receive Intelligent Mail Bar Code (IMB) history from U.S. Postal Service.
 - i. Provide Intelligent Mail Bar Code (IMB) file to the Treasurer.
 - j. Bar code and print return receipts, where appropriate.
 - k. Add the appropriate postage to ensure mail delivery.
 - l. Pre-sort the mailings to ensure efficiency of mailing.
 - m. If requested by the Treasurer, bundle mail sent to the same addressee and provide a data file to the Treasurer indicating which items were included in each bundle.
 - n. Deliver properly addressed mailings, with accurate postage, to the post office within five (5) days of receipt of the electronic data and authorization from the Treasurer's Project Manager to mail.
 - o. Return to the Treasurer, on CD-ROM or other media acceptable to both parties, the data file sent by the Treasurer with fields added for each parcel providing the certified return receipt number, the date of the mailing to the parcel.
 - p. Contractor shall provide a report stating the total number sent for each project, together with samples of each item printed and mailed for each project.
 - q. Within two (2) weeks of each mailing, provide an affidavit in a form to be mutually agreed upon evidencing that the mailings have been completed, together with the affidavit of the U. S. Postal Service evidencing the mailing had been completed.
 - r. Contractor will provide all equipment and supplies necessary to complete the services.

- s. Contractor shall provide, if requested, a file containing name, address, and zip code information in a form approved by the U. S. Postal Service.

B. Scanning and Other Services.

1. Contractor shall:
 - a. Maintain computer website to receive CONFIRM Intelligent Mail bar code history and electronic return receipts from USPS and forward information to the Treasurer as defined below.
 - b. Scan all mail returned and provide the resulting electronic data file and images and provide images and index file to The Treasurer.
 - c. Pick up and deliver documents and mail as requested by the Treasurer.
 - d. Match and apply to each envelope the return receipts received and the appropriate numbers.
 - e. Provide the Treasurer, on CD-ROM, scanned images in black and white tif files of the documents mailed, including envelopes returned, and returned receipts; linking the returned receipt to the certified envelope.
 - f. Provide an index file on the CD-ROM.
 - g. Contractor shall provide, in electronic form, address corrections and correlate them with the original data file.

C. Return of Data Files.

1. Regarding the Services identified in Sections I(A) and (B) above, Contractor shall provide preliminary data files for review by the Treasurer for accuracy no later than 15 days after completion of each of the tasks identified above.
2. All documents and data must be scanned, indexed and returned to the Treasurer within 30 days of its delivery to Contractor, unless the Treasurer authorizes an extension of time for completion of work or requests additional service.
3. Contractor shall provide an affidavit for each billing project stating the number mailed and submitting a final invoice or statement of account outlining all costs, services and expenses for the project.
4. Contractor shall shred all scanned documents within 14 days after approval by the Treasurer and shall provide an Affidavit attesting to the disposal of the documents.

D. Revisions.

1. The Mailing, timing, content format and U.S. Postal services required herein may be revised at the discretion of the Treasurer.

II. Project Organization

Contractor warrants that all of Contractor's staff assigned to perform services are qualified and authorized to perform the services under state and local laws and governing professional association rules. The Contractor further warrants that it has been certified by the United State Postal Service to prepare its own

bar-coding and printing for certified mail. Contractor warrants that each staff will devote the appropriate time and provide the professional abilities necessary to most effectively and efficiently perform the services according to professional standards.

A. Contractor's Project Manager

Contractor will identify a project manager to work with the County to resolve issues in an efficient and timely manner. This person, or his designee, must be accessible within 8 hours to ensure the successful completion of all services in the time required.

B. County' Project Manager

The Treasurer has identified _____ as the Treasurer's Project Manager to work with Contractor to resolve issues in a timely and efficient manner. If _____ is not available, Contractor is to contact _____ of the Treasurer's Office, or such other person as the Treasurer may designate.

C. Equipment and Support to be Provided by the Treasurer

The Treasurer will provide Contractor with:

1. A data file in Microsoft Access or text format with the names and addresses of interested persons in an identified parcel of property, the legal description of the parcel, the parcel tax identification number, the forfeiture identification number, the dollars of taxes owed, the address of the property (assessed at address) for improved properties and, where possible, the street name for unimproved property.
2. Technical assistance to ensure that Contractor is able to merge the required fields of parcel specific data into the mailing.
3. Technical assistance, as needed, to ensure that all electronic data transmittals returned to the Treasurer are complete, accurate, and in the Treasurer's required format.

III. Performance Guarantee

1. Contractor represents and warrants that it has the ability to mail at least 200,000 first class pieces within one week's time.
2. Contractor represents and warrants that it has the ability to mail at least 150,000 certified mail pieces within one week's time.

APPENDIX B
COMPENSATION AND RATE SCHEDULE

1. For the services described in Appendix A, the maximum compensation Contractor will receive, including postage, is \$_____. Maximum compensation for services shall be no more than \$_____. The Contractor agrees and understands that such payment will occur only if the Contractor timely performs the services in the manner identified in Appendix A. The Contractor agrees and understands that the Treasurer will not provide compensation if the Contractor does not timely provide the services for the Treasurer as indicated. Compensation is based on the following per envelope pricing structure:

TO BE COMPLETED

2. The Contractor agrees and understands that the total compensation available to the Contractor under the terms of this Contract, including postage, is limited to \$_____ Dollars.
3. This fee will include all Contractor's costs; including, but not limited to: mileage, telephone calls, outside printing, photocopying, parking tickets or moving violations, mail services, any electronic data base services and miscellaneous expenses.
4. If postage rates increase, the Treasurer will pay the differential.
5. Contractor may invoice the Treasurer within 30 days of completion of Services, with delivery of completed data and hard copy packages of material as identified in Appendix A.
6. The Treasurer will prepay the Contractor's costs for postage on receipt of invoice evidencing the cost of the postage.

APPENDIX C
RESOLUTION OF CORPORATE AUTHORITY

APPENDIX D
AFFIDAVIT OF CONFLICTS OF INTEREST
For The Professional Services Contract Between
The Wayne County Treasurer
and

Dated _____, 2010

This Affidavit of Conflicts of Interest is given pursuant to, and subject to, paragraph _____, and terms as defined therein, of the Contract of even date herewith, between the undersigned and the Wayne County Treasurer.

1.Are you or an immediate family member, to the third degree of consanguinity, an employee of the Wayne County Treasurer or Wayne County? Yes ____ No ____

If yes, please state the full name and department and relationship.

2.With in the previous twelve (12) months, has your company employed, an immediate family member, to the third degree of consanguinity, of an employee of the Wayne County Treasurer or Wayne County? Yes____ No____

If yes, please stated the full name, relationship, position and length of employment and name of the Treasurer of Wayne County employee to whom the family member is related.

3. Does any employee, subcontractor or agent of the undersigned have a substantial financial interest in any of the forfeited or foreclosed properties subject to be sold at public auction by the Wayne County Treasurer. Yes ____ No ____

If yes, described in detail the financial interest.

The undersigned certifies under oath that all information provided herein above is a true and accurate statement of the financial interest of the undersigned with the Wayne County Treasurer and the County of Wayne as of dated hereof.

By_____

Dated: _____, 2010

Subscribed and sworn to before me
on this _____ day of _____, 2010

Notary Public
County of Wayne, State of Michigan
My Commission Expires: ____/____/_____
Acting in Wayne County

APPENDIX E

AFFIDAVIT OF CONTRACTS

**For The Professional Services Contract Between
The Wayne County Treasurer
and**

Dated _____, 2010

Pursuant to paragraph 32 of the contract between _____ and the Wayne County Treasurer of even date herewith ("Contract"), the following is a list of all contracts, and their date of execution, between the undersigned, the Wayne County Treasurer and/or Wayne County as of date of the Contract:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Please provide any other information that may relate to any contracts with either the Wayne County Treasurer or Wayne County. _____

The undersigned certifies under oath that the information provided above is true and accurate and that all information concerning contracts between the undersigned, the Wayne County Treasurer and/or Wayne County has been disclosed. The undersigned covenants that it will advise the Wayne County Treasurer prior to the execution of any contract(s) with Wayne County.

By _____ Dated: _____, 2010

SECTION 5 - REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Proposal Form
- (2) Price Sheet

FORMS THAT MUST BE DOWNLOADED FROM THE WAYNE COUNTY WEBSITE*

Failure to complete and submit these forms with your Proposal may result in it being deemed non-responsive and rejected without further evaluation.

- (3) Business Information Questionnaire Form
- (4) Ethics in Contracting Vendor Form
- (5) W-9 Form (Standard IRS Form)
- (6) Living Wage Ordinance,
- (7) Slavery Era Disclosure Form,
- (8) Subcontractor Form,
- (9) Fair Employment Practices (FEP) Form or a current FEP certificate,
(FEP is required for prime and subs)

*Download solicitations, addenda and forms at: <http://www.waynecounty.com/purchasing>

PROPOSAL FORM

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

TO: WAYNE COUNTY:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Proposers, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Proposer represents that: 1) the Proposer is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the Proposer will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 200__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

PRICE SHEET

**Failure to complete this form shall result in your Proposal being deemed
non-responsive and rejected without further evaluation.**

Please complete below for the Services described in Appendix A to the attached Form of Contract entitled "Scope of Services":

<u>ITEM DESCRIPTION</u>		<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
A. USPO (Based on current rates)	First Class Postage	#700,000	\$_____	\$_____
	Certified fee	#200,000	\$_____	\$_____
B. Electronic Return receipt at time of mailing	Return receipt	#120,000	\$_____	\$_____
C. Return receipt after mailing	Return receipt after	#100	\$_____	\$_____
D. Envelopes with green bar	#10 special envelopes	#700,000	\$_____	\$_____
E. Courtesy reply envelopes	double window	#700,000	\$_____	\$_____
F. Computer work per job	Flat fee	#20	\$_____	\$_____
G. Job Setup : Processing: receipt of files; CASS certify for postal discounts; Pre-sort; Set-up of laser image files; Testing & approval of each job; Delivery to USPS		#20	\$_____	\$_____
H. Laser image	Per 1,000	#2,000	\$_____	\$_____
I. Special papers, perfed, colored, legal size	Per 1,000	#4,000	\$_____	\$_____
J. Fold insert seal 1 piece with CRE	Per 1,000	#240	\$_____	\$_____
K. Fold insert seal 2 piece with CRE	Per 1,000	#440	\$_____	\$_____
L. Per sort for postage discounts	Per 1,000	#520	\$_____	\$_____
M. Scanning & providing file	Each	#70,000	\$_____	\$_____
N. Scanning & returning new address	Each	#5,000	\$_____	\$_____
O. Opening to scan	Each	#5,000	\$_____	\$_____

<u>ITEM DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
P. Pick up new addresses from the USPS, key and return new addresses to the Treasurer. Account to be maintained by the Contractor.			
Address Service Requested USPS fee	#5,000	\$_____	\$_____
Key and create data base for Treasurer	#5,000	\$_____	\$_____
Q. Store and Shred returned documents after approval is granted by the Treasurer. (Per job base fee plus per lb)			
per lb	#4,400	\$_____	\$_____
Per job	#2	\$_____	\$_____
R. Printing on an as-needed basis			
Per 1,000	#100	\$_____	\$_____
S. CONFIRM/Intelligent Mail Bar Code (IMB) tracking for outgoing (destination), and incoming (origination) mailings			
Initial set-up for implementation	#1	\$_____	\$_____
USPS annual fee	#1	\$_____	\$_____
Per job set-up e-file transfer of initial unique # assignment	#6	\$_____	\$_____
Daily tracking & reporting, all jobs Destination & origination (FTP site will consist of a County Treasurer folder for all jobs. This will be updated daily until the completion of the job.) Back-up data will be retained by Contractor at two locations for security. (monthly fee)	#12	\$_____	\$_____
ANNUAL ESTIMATED TOTAL			\$_____