



## **REQUEST FOR PROPOSALS**

**GLWA RFP NO. GLWA-CS-077**

# **Occupational Health Services**

The Great Lakes Water Authority (GLWA) is issuing a Request for Proposal (RFP) #GLWA- CS-077, Occupational Health Services.

Beginning October 3, 2016 this request for proposals will be publicly available from the Michigan Intergovernmental Trade Network (MITN) at <http://www.mitn.info/> (found under the Great Lakes Water Authority name). Vendors interested in submitting a response to this solicitation are required to be registered in MITN. All solicitation information and documents shall be available to vendors registered in the MITN system. (Registration is FREE.) If you are not currently registered, please use this address to begin registration and obtain documents: <http://www.mitn.info/>. The RFP is also available on the GLWA website, [www.glwater.org](http://www.glwater.org). However, proposals cannot be submitted through any site except for MITN.

Each interpretation or correction, as well as any official changes, and modifications, responses to questions or notices relating to the requirements of GLWA's intended Request for Proposal shall be distributed through the MITN system and available for viewing @ [www.glwater.org](http://www.glwater.org). It shall be the responsibility of the respondent to check for Addendum, Bulletins and/or Notices posted on MITN and/or GLWA website and to make inquiry as to the changes or addenda issued.

**Proposals must be received no later than 12:00 p.m. Eastern Time Zone, October 24, 2016.**

All questions pertaining to this RFP (including technical, format, content, or submission) shall be directed to:

**GLWA Procurement**  
**Attention: Ms. Gladys Cannon**  
[gladys.cannon@glwater.org](mailto:gladys.cannon@glwater.org)

**NO PHONE CALLS PLEASE**

**REQUEST FOR PROPOSALS**  
**GLWA RFP NO. GLWA-CS-077**  
**Occupational Health Services**

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**REQUEST FOR PROPOSALS**  
**GLWA CONTRACT NO. GLWA-CS-077**

## **Occupational Health Services**

### **I. GENERAL INSTRUCTIONS**

#### **A. Project Overview**

The Great Lakes Water Authority (GLWA) requests written proposals from Vendors to provide Occupational Health Services. The intended term of the Contract will be for three (3) years, with two (2) one (1) year renewal options.

#### **Qualifications**

##### **1. Minimum Qualifications for consideration as a GLWA Occupational Health Care Vendor:**

Proposals will only be accepted by GLWA from Vendors or health care providers that:

- a. Have a Medical Officer and/or Director who is licensed to practice in the State of Michigan and Board Certified in Occupational Medicine;
- b. Have clinic(s) of the Vendor or its subcontractor that are no more than twenty-five (25) miles from the GLWA location that the Vendor is servicing;
- c. Make all required services available twenty-four (24) hours each day and seven (7) days every week, including holidays;
- d. Have a minimum of five (5) years of experience providing the required services for employers of a like size and types of employees;
- e. Maintain best practice protocols;
- f. Have the ability to perform a minimum of 85% of the requested services;
- g. Can service all of the locations within either the Metropolitan Detroit area and/or the Metropolitan Port Huron area;
- h. Can provide pricing for each serviced on a bundled (one fee) or a per component (scheduled) basis;
- i. If also a health care provider, can maintain separate medical records in the event an individual is also a private patient;
- j. Provide summary medical data for release to work purposes;
- k. Provide online view-only access to summary and specific medical records to designated employees at GLWA;
- l. Can comply with GLWA document retention policy: records must be maintained for an unlimited number of years. Records can be destroyed or deleted only upon GLWA request or approval;
- m. Able to provide mobile medical services.

- n. Provide detailed reporting on a monthly, quarterly, semi-annual and annual basis that includes:
  - i. Trend analysis
  - ii. Accident avoidance recommendations
  - iii. Random testing frequency recommendations
  
- 2. Preferred Qualifications for GLWA Occupational Health Care Vendor:  
The Respondent will receive a higher score for the Qualification evaluation factor if they meet the minimum qualifications listed above and also possess the preferred qualifications listed below:
  - a. The ability to provide immediate, on-location services;
  - b. Will coordinate and collaborate with other occupational health vendors contracted by GLWA;
  - c. Will coordinate with GLWA's workers' compensation provider;
  - d. Will bill for services at the frequency and in the method required by GLWA;
  - e. Will use a GLWA-specific authorization form confirming pass-fail results.

## **II. BACKGROUND**

Great Lakes Water Authority (GLWA) is a new regional agency effective January 1, 2016. GLWA was awarded management of the regional water supply, including water treatment and sewage processing from the City of Detroit as part of the bankruptcy proceedings. Most of GLWA's employees were employed by the Detroit Water and Sewerage Department immediately prior to January 1, 2016. The majority of GLWA employees are covered by collective bargaining agreements.

GLWA is a public water and sewage entity and is bound by operating and reporting procedures as required by law. GLWA operations are monitored by the GLWA Board, comprised of representatives from three counties, the City of Detroit and the State of Michigan.

GLWA is an alcohol and drug-free workplace. Every prospective employee is required to pass a drug screen and a physical evaluation. In addition, ongoing health care evaluations and screening are required for specific positions within GLWA. As of the date of this proposal, GLWA has 800 employees, 650 of which will be subject to ongoing periodic evaluation and testing.

Key Issues (elements which make this solicitation unique)

- A. GLWA is a new legal entity;
  
- B. GLWA does not have an existing contract with any vendor. However, services currently being provided by two (2) Detroit Medical Center (DMC) facilities, two Henry Ford Health (HFH) facilities and the Port Huron Hospital Industrial Health

Center as an extension of standing agreements with the City of Detroit.

- C. GLWA has multiple locations in the southeast and mid/central regions of Michigan
1. Water Board Building, 735 Randolph, Detroit
  2. Central Services Facility, 6425 Huber St., Detroit
  3. Connor Storm Water & Sewage Station, 12244 East Jefferson, Detroit
  4. Connor Creek CSO Basin, 11900 Freud St., Detroit
  5. Lake Huron Water Treatment Plant, 3993 Metcalf Rd, Fort Gratiot
  6. Northeast Water Treatment Plant, 11000 East 8 Mile Rd, Detroit
  7. Southwest Water Treatment Plant, 14700 Moran Rd, Allen Park
  8. Springwells Water Treatment Plant, 8300 W. Warren Ave. Dearborn
  9. Water Works Park, 10100 East Jefferson Ave, Detroit
  10. Waste Water Treatment Plant, 9300 West Jefferson, Detroit

### III. SCOPE OF SERVICES

- A. Descriptions: Services required by appropriate providers include, but are not be limited to, the following:
1. Pre-employment drug/alcohol screening – all prospective employees;
  2. Drug and alcohol testing (ongoing)
    - a. 5 panel DOT urine drug screen
    - b. 5 panel urine drug screen send out
    - c. 5 panel instant urine drug screen
    - d. 10 panel urine drug screen send out
    - e. 10 panel instant urine drug screen
  3. Pre-employment physical examination – all prospective employees, elements may vary by position description;
  4. Pre-employment physical examinations-MCOLES – prospective security employees;
  5. Psychiatric examination – prospective and ongoing security employees;
  6. Respiratory base-line physical (pre-employment and ongoing);
  7. Audiometric (hearing) test – screening and evaluation (pre-employment and ongoing);
  8. Hazmat base-line physical (pre-employment and ongoing);
  9. Hepatitis-A and Hepatitis-B immunizations (ongoing);
  10. Biometric screening (pre-employment and ongoing);
  11. Commercial Driver’s License (DCL) medical testing (pre-employment and random);
  12. Respirator fit test (ongoing);

13. Hair drug testing (ongoing);
14. Observed specimen collection (ongoing)
15. MRO services for non-negative;
16. Annual random urine screen (ongoing – is this service offered for individual pricing or for a PEPY fee?);
17. On-site random and short notice for cause (ongoing – is this service offered for individual pricing or for a PEPY fee?);
18. Breathalyzer testing for alcohol (ongoing);
19. Blood testing for alcohol (ongoing);
20. Post-auto accident drug screen (ongoing).

**Note:** To be considered as a prospective vendor, Occupational Health Providers must commit to performing 85% (16 of the 19 services listed above) of the scope of services.

**B. Other Requirements**

1. Vendor will be required to comply with all applicable state, federal and local laws and regulations, including but not limited to:
  - a. Americans with Disabilities Act (ADA);
  - b. MIOSHA/OSHA;
  - c. HAZMAT;
  - d. DOT;
  - e. HIPAA.
2. Vendor shall deliver test results for alcohol post-accident and short notice for cause to GLWA within 24 hours of the test; and, results for drug post-accident and short notice for cause to GLWA within 48 hours.
3. Vendor shall provide monthly, quarterly and annual reporting detailing services provided and cost summaries.
4. Vendor shall inform GLWA of scientific advances in testing services that may be applicable to GLWA.
5. Vendor shall provide Internet-based access to all test results. GLWA will identify those individuals who will have access. In addition, if Vendor uses subcontractors, Vendor agrees to consolidate data and provide access from a central portal.
6. Vendor shall maintain and retain records for a period designated by GLWA.
7. Vendor shall be willing to provide onsite health and safety training to GLWA leaders and employees.

8. Performance of the contract will be evaluated periodically at any time during this contract as determined by GLWA. The performance evaluation information will be used by GLWA to help evaluate the Vendor's capabilities to perform other work for GLWA in the future.
9. All non-public information about GLWA's past, present and future activities disclosed by GLWA shall not be disclosed to any entity or individual (outside of legal action) without the prior written consent of GLWA. With respect to a subpoena, court order or other legal process, the vendor shall notify GLWA of the demand for information before responding, and the vendor shall comply with this provision to the extent practicable. The vendor shall inform its personnel that any such GLWA information is not to be disclosed to any entity or individual except as permitted by this provision. The Underwriter shall take appropriate action to ensure that these obligations are fully satisfied.
10. Equal Employment Opportunity  
Submit a statement of Equal Employment Opportunity (EEO) policy on your vendor's letterhead, as part of the proposal content requested.
11. Conflict of Interest  
Proposals must include a statement on the vendor's letterhead certifying that: "No member of the GLWA Board, staff or agents have a financial interest, partnership or is employed by the proposing vendor".
12. Financial Capability  
GLWA is obligated to ensure that the financial strength of each proposer is adequate to carry out the services proposed. Proposals shall contain proof of financial capability in the form of their most recent annual report. If semi-annual reports are available, provide the most recent information existing.
13. Subcontractors:  
The Vendor may include the use of subcontractors in connection with the scope of work contained in this Request for Proposal. However, subcontractors are subject to the same terms and conditions stated in this RFP.
14. Form of Contract:  
The contract terms and conditions, substantially in the form set forth in the attached sample form of contract are expected to be agreed to by the finalist Vendor as part of contract negotiations. The negotiated terms and conditions will apply to the finalist Vendor and all subcontractors, for which the finalist Vendor is responsible. Exceptions to the form of contract must be explicitly noted on the checklist form provided and such exceptions will be considered in the selection process. Lack of exceptions listed on the checklist shall be considered as an acceptance of all terms and conditions in the form of contract.

Any additional forms, agreements or contracts, over and above the GLWA sample form of contract (attached) that the Vendor proposes to include as part of any agreement resulting from this proposal must be submitted as part of this proposal, in accordance with the proposal response format. Any forms, agreements or contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected in the sole discretion of GLWA. This requirement includes, but is not limited to, subcontractor agreements, franchise agreements, warranty terms, maintenance contracts and support agreements.

15. Insurance:

As a condition of performing work for GLWA, Vendor must provide satisfactory evidence of insurance coverage as set forth below. In the event of a conflict between the terms and conditions regarding insurance stated in this RFP and the terms and conditions regarding insurance stated in the attached sample form of contract, the terms and conditions stated in this RFP shall control and shall be included in the final form of contract between GLWA and Vendor. Vendor may prevent unnecessary follow up resulting from incomplete insurance certificates by sending or faxing a copy of these insurance requirements to Vendor's insurance agent when requesting an insurance certificate.

- a. Prior to the award of the contract, the Vendor shall furnish proof of insurance to GLWA for the following types and amounts, at a minimum and at its expense:
  - i. Workers' Compensation meeting statutory limits mandated by law
  - ii. Employers' Liability:
    - \$500,000 each disease
    - \$500,000 each person
    - \$500,000 each accident
  - iii. Commercial General Liability:
    - \$1,000,000 each occurrence
    - \$1,000,000 personal/advertising injury
    - \$2,000,000 general aggregate
    - \$2,000,000 products/completed operations aggregate
  - iv. Automobile Liability (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan no-fault insurance law):
    - \$1,000,000 combined single limit



- v. Umbrella/Excess Liability Insurance (providing excess limits over the commercial general liability, auto liability and employers' liability policies):
  - \$4,000,000 each occurrence
  - \$4,000,000 aggregate
- vi. Professional Liability (Errors and Omissions):
  - \$3,000,000 each occurrence
  - \$3,000,000 aggregate
- vii. Medical Malpractice Insurance
  - \$10,000,000 per occurrence
  - \$10,000,000 aggregate
- viii. Cyber Liability Insurance
  - \$5,000,000 per occurrence
  - \$5,000,000 aggregate
- b. The commercial general liability policy shall include an endorsement naming the "Great Lakes Water Authority" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of the contract.
- c. The commercial general liability and umbrella/excess liability policies shall provide/be endorsed to provide that the Vendor's insurance is primary and non-contributory to any insurance already carried by GLWA.
- d. The workers' compensation, commercial general liability and automobile liability policies shall be endorsed with a waiver of subrogation on either a blanket basis or in favor of GLWA.
- e. General liability limits may be attained by individual policies or by a combination of underlying policies with excess and/or umbrella liability policies.
- f. All insurance required by the contract shall:
  - i. Name the Vendor as the insured;
  - ii. Be written on an occurrence-based policy form if the same is commercially available; and
  - iii. Be affected at Vendor's expense, under valid and enforceable policies, issued by insurers either authorized to

conduct business in Michigan or which have an A.M. Best's rating of A-/VIII or better, and which are otherwise acceptable to GLWA.

- g. If during the term of the Contract changed conditions or other pertinent factors should, in the reasonable judgment of GLWA, render inadequate the foregoing insurance limits, the Vendor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances.
- h. Certificates of insurance evidencing the coverage required by the contract shall, in a form acceptable to GLWA (ACORD 25 form preferred), be submitted to GLWA prior to the commencement of the services and at least fifteen (15) days prior to the expiration dates of expiring policies.
- i. Vendor shall provide to GLWA thirty (30) days' written notice of cancellation of any policy required by the contract and ten (10) days' written notice of cancellation due to non-payment of premium.
- j. If any work is subcontracted in connection with the contract, the Vendor shall require each subcontractor to effect and maintain the types and limits of insurance set forth in the contract and shall require documentation of same, copies of which documentation shall be promptly furnished GLWA.
- k. Vendor shall be responsible for payment of all deductibles contained in any insurance required under the contract. The provisions requiring the Vendor to carry the insurance required under the contract shall not be construed in any manner as waiving or restricting the liability of the Vendor under the contract.
- l. Failure to comply with any term or condition of these insurance requirements constitutes a material breach of the contract.

**IV. PROJECT SCHEDULE**

The following 2016 target dates have been adopted for this procurement (all times are in Eastern Time Zone):

A.	Advertise date for RFP	October 4, 2016
B.	Clarification questions Due (12:00 pm EST)	October 11, 2016
C.	Oral Interviews	October 20, 2016
D.	Proposals Due (12:00 pm EST)	October 25, 2016
E.	Source recommendation	October 28,, 2016
F.	Negotiations with source recommendation	November 4, 2016
G.	Approvals (CEO/CFO/Procurement Director)	November 28, 2016

H.	Targeted start work	December 9, 2016
GLWA reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, and at no cost to GLWA. Such cancellation notice shall be provided to the awarded vendor prior to contract issuance.		
*It is suggested that proposing Vendors hold open time on their calendar October 20, 2016 should they be selected to participate in an Oral Interview.		

**V. PROPOSAL CLARIFICATIONS AND ADDENDUMS**

A. Intent to Bid/Questions

Please confirm your firm’s intent to respond to this RFP via email to Ms. Gladys Cannon @ [gladys.cannon@glwater.org](mailto:gladys.cannon@glwater.org) no later than noon on October 18, 2016.

**Interested Vendors shall not contact or communicate with any official, agent or employee of GLWA other than the Procurement individual listed above concerning this Request for Proposal, as doing so will subject the Vendor to immediate disqualification from this project.**

B. Request for Proposal Clarifications

Questions regarding this RFP shall be submitted by 12:00 p.m. on October 11, 2016 via email to:

GLWA Procurement  
Attention: Ms. Gladys Cannon  
@ [gladys.cannon@glwater.org](mailto:gladys.cannon@glwater.org)  
NO PHONE CALLS PLEASE

Responses to questions received prior to the deadline will be posted on MITN and [www.glwater.org](http://www.glwater.org) as listed on the project schedule.

Proposers shall provide written notice in the proposal of intent to take exception to any requirement of the Request for Proposals (RFP).

**VI. PROPOSAL PREPARATION, FORMAT AND CONTENT**

A. Preparation

The preparation of a proposal shall be at the expense of the prospective Vendor. It is the sole responsibility of the prospective Vendor to fully examine this RFP, Notices to RFP Holders and Bulletins (if any) and referenced documents. Questions shall be addressed as provided in Section V, “Distribution, Clarification and Addendum.”

Electronic proposals in accordance with the following Item B (Proposal Format and Contents) shall be submitted. All proposals submitted become the property of GLWA and will be subject to applicable Public Record laws.

All information pertaining to the prospective Vendor’s approach in meeting the

requirements of the RFP shall be organized and presented in prospective Vendor's proposal. The instructions contained in these requirements must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and can be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective Vendors are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

B. Proposal Format and Content

The proposal should be in the format and with attachments and completed forms as specified in these Instructions. Each proposal shall show the full legal name and business address of the prospective Vendor, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective Vendor. Proposals by a partnership or joint venture shall list the full names and addresses of all partners or joint ventures. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

The name of each signatory shall be typed below each signature. If requested by GLWA, satisfactory evidence of the authority of a signatory on behalf of the prospective Vendor shall be furnished.

1. Proposal Format

The proposal shall be provided as described in the following sections. The proposal shall be clearly marked and delivered in sealed boxes or envelopes.

One electronic version of the technical proposal shall be submitted via MITN and not more than sixteen (16) pages in length, excluding the cover letter and any appendices, on 8-1/2" x 11 " size paper with material printed on one side only and at least a font size of 10. Proposal pages must be numbered. Charts and tables may be on 11" x 17" paper folded to 8-1/2" x 11 " and bound within the proposal package. **GLWA reserves the right to reject any or all proposals and to waive any informality in proposals received, if it is in the best interests of GLWA to do so.**

2. Proposal Content

The prospective Vendor's proposal shall contain the information identified in Section VI – 2 a, b, c, d, e and all sub-sections as listed in "Proposal Content (below) in the sequence presented and under the headings given. Responses shall be "tabbed" as follows.

- A) Forms
- B) Disclosure Statement
- C) Vendor Background and Related Experience
- D) References
- E) Scope of Services

Prospective Vendors who do not comply with this restriction may be considered non-responsive and summarily eliminated at the discretion of GLWA. The following items and forms must be completed by prospective Vendors and returned with their proposals.

a. Forms

The Respondent must fully complete and include the following forms or the response will be deemed nonresponsive and rejected without any further evaluation.

- i. Table of Contents
- ii. The prospective vendor must indicate any conflicts or potential conflicts your firm may have if selected.
- iii. The prospective vendor's proposal shall include a letter of transmittal not to exceed three (3) pages, signed by an individual, or individuals, authorized to bind vendor contractually. The letter must state that the proposal will remain valid for a period of six (6) calendar months from its due date and thereafter until the vendor withdraws it.
- iv. Cost Matrix (in form as shown at Appendix C of this RFP) separately uploaded to MITN. Name of the file must contain proposing Vendor's name and "cost file".

b. Disclosure Statement

Provide a disclosure statement that includes specific answers to each question below and bears a signature of an authorized officer of your firm:

- i. State your firm's name and address;
- ii. Describe your firms' organizational structure (i.e. partnership, corporation, etc.) and list any controlling stockholder, general partners or principals.

c. Vendor Background and Related Experience

- i. Service provider employees must possess current Occupational safety and Health Certifications.
- ii. Related Experience: Describe your firm's experience related to the implementation of and the administration of services for occupational health care. Provide documentation that Vendor and related personnel meet state, federal and GLWA license and certification requirements.

d. References

- i. Provide at least 3 references for Occupational Health Services implementation in the last 5 years where client was similar in size, scope and purpose. References must have been clients of Vendor for no less than one (1) full year.

## VII. PROPOSAL SUBMISSION

Proposals must be received no later than **12:00 p.m., Eastern Time Zone, October 25 2016**. GLWA will receive proposals uploaded by respondents on the Michigan Inter-Governmental Trade Network (MITN) @ [www.mitn.info](http://www.mitn.info). No facsimile, email or other forms of electronic submission except by way of MITN will be accepted. Proposals received after this time and date will not be accepted. It is the responsibility of the proposing firm to allow adequate time to upload submissions to MITN. GLWA will not make allowances for late submissions due to technical difficulties uploading proposals.

Cost proposals and technical proposals must be submitted as separate files.

## VIII. EVALUATION CRITERIA

All responses timely received will be evaluated by an evaluation committee, including GLWA's financial advisor Public Financial Procurement Management. All responses will first be evaluated for responsiveness, then responsibility. All responsive and responsible responses will be evaluated on the following criteria, which are listed in descending order of importance:

- A. Experience and qualifications of the Vendor as a whole
  1. Provide documentation on the age and size of the occupational health unit.
- B. Experience and qualifications of the proposed project team
- C. Understanding of the project, timing and key issues for GLWA
- D. Proposed approach, process and effectiveness of communications with GLWA health and safety staff, and employees sent for services.
- E. Scope of Services
- F. Oral Interviews

Each response submitted in response to this RFP shall focus on these criteria. GLWA reserves the right, however, to make such additional investigations as it deems necessary and may require the submission of additional information. This may include evaluation committee review and inquiry of past performance of the Respondent on other contracts with municipalities or other entities.

Please note that while each Respondent is required to submit its proposed cost structure as part of its response – the evaluation committee will not consider cost as part of its

determination. GLWA uses a structured qualifications based selection process to evaluate proposals. Each proposal will be evaluated on its responsiveness to the technical and administrative criteria identified below. GLWA reserves the right to verify any and all material submitted including contacting references. Please note that failure to supply any of the data or forms indicated may result in elimination of your proposal from further consideration in the evaluation process.

Following review of technical proposals, cost proposals will be opened and evaluated. Based on a review of the proposals against the technical and cost criteria, GLWA will rank the proposers.

All proposers will be evaluated on their responses to the EVALUATION CRITERIA noted above in this section (Section VIII).

Shortlisting:

GLWA may shortlist the Proposers based upon responses to the above items. GLWA 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. GLWA will not reimburse oral presentation or any other costs of any Proposer.

GLWA reserves the right to seek additional information from any and all responding parties. GLWA reserves the right to reject any and all proposals, to waive minor informalities in the proposals and to enter into any arrangement deemed by GLWA to be in its best interest regardless of price or other particular factors. GLWA will not be liable for any costs incurred by any parties in replying to this request.

Oral Interviews:

Following submittal of proposals, but before evaluation and scoring is completed; proposers may be invited to attend a thirty (30) to forty five (45) minute Oral Interview. The Oral Interview will be facilitated by GLWA's Procurement and Evaluation Team at one of the GLWA facilities or at a location established by GLWA and communicated in the invitation for the Oral Interview. The purpose of the Oral Interview is to allow Proposers to make a short presentation to demonstrate the skills and level of technical expertise of the project team and to allow Evaluators the opportunity to seek clarification and pose questions. The presentation shall be made only by the project team's designated engagement manager and key staff.

**GREAT LAKES WATER AUTHORITY**

**APPENDIX "A"**

**COVENANT OF EQUAL OPPORTUNITY**

(Application for Clearance – Terms Enforced after Contract is awarded)

I, being a duly authorized representative of the \_\_\_\_\_, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the Great Lakes Water Authority, ("hereinafter" GLWA); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the GLWA Procurement Department and have a current *Contract Specific* Clearance on file prior to working on any GLWA contract.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages.

RFQ/PO/Contract No. \_\_\_\_\_

Printed Name of Contractor: \_\_\_\_\_  
(Type or Print Legibly)

Contractor Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(City) (State,  
Zip)

Contractor Phone/E-mail: \_\_\_\_\_ / \_\_\_\_\_  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

\*\*\*\*\* This document MUST be notarized \*\*\*\*\*

Signature of Notary: \_\_\_\_\_ Printed Name of Seal of Notary:  
\_\_\_\_\_

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_





# GREAT LAKES WATER AUTHORITY

## Appendix C

### GLWA Contract No. GLWA-CS-077 Occupational Health Services COST MATRIX

#### SCHEDULE OF VALUES:

GLWA shall pay Vendor according to the fee structure below. Such payment shall be full compensation for work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment, and incidentals necessary to complete the Work. Please note any discounts offered off the State of Michigan Workers' Compensation Full Fee Schedule.

<b>Evaluation/Screening/Test Description</b>	<b>Component Price</b>	<b>Bundled Price</b>
<b>5 panel DOT urine drug screen</b>		
<b>5 panel urine drug screen send out</b>		
<b>5 panel instant urine drug screen</b>		
<b>10 panel urine drug screen</b>		
<b>10 panel instant urine drug screen</b>		
<b>Pre-employment physical examination</b>		
<b>Respiratory base-line physical</b>		
<b>Audiometric (hearing) test</b>		
<b>Hazmat base-line physical</b>		
<b>Hepatitis A and Hepatitis B immunizations</b>		
<b>Biometric screening</b>		
<b>Commercial Driver's License (CDL) medical testing</b>		
<b>Respirator fit test</b>		
<b>Hair drug testing</b>		
<b>Observed specimen collection</b>		
<b>MRO services for non-negative</b>		
<b>Annual random urine screen</b>		
<b>On-site random and short notice testing for cause</b>		
<b>Breathalyzer testing for alcohol</b>		
<b>Blood testing for alcohol</b>		
<b>Post-accident drug screen</b>		

Note: If more space is required, attach additional sheets as necessary but use the format established above. Please include prices for additional services such as any clerical charges, copy charges, etc. necessary if additional work results from a change to the Scope of Work. Services with a Minimum and/or a Per Employee Per Month/Year Charge also need to be noted as such.

COMPANY NAME: \_\_\_\_\_



**GREAT LAKES WATER AUTHORITY**

**Appendix E**

**SAMPLE CONTRACT**

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**GREAT LAKES WATER AUTHORITY, A MICHIGAN MUNICIPAL AUTHORITY**

**AND**

---

**CONTRACT NO. \_\_\_\_\_**

**GREAT LAKES WATER AUTHORITY  
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract No. \_\_\_\_\_ (“Contract”) is entered into by and between the Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to Public Act 233 of 1955, with its principal place of business located at 735 Randolph, Detroit, Michigan 48226 (“GLWA”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, with its principal place of business located at \_\_\_\_\_ (“Contractor”).

**Recitals**

Whereas, the GLWA desires to engage the Contractor to render certain professional and/or technical services ("Services") as set forth in this Contract and its exhibits, which are incorporated fully by reference; and

Whereas, the Contractor represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services, in a manner which is responsive to the GLWA’s needs in all respects; and

Accordingly, in consideration of the mutual undertakings and benefits to accrue to the parties and the public, the parties agree as follows:

**Article 1.  
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

“Board” shall mean the GLWA Board of Directors.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all amendments, as approved in accordance with the GLWA Procurement Policy and signed by the GLWA Chief Executive Officer.

“Contractor” shall mean the party that contracts with the GLWA by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Unauthorized Acts" shall mean any acts by a GLWA employee, agent or representative that are not set forth in this Contract and have not been approved as a part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

## **Article 2. Engagement of Contractor**

- 2.01 By this Contract, the GLWA engages the Contractor and the Contractor agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the GLWA. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the GLWA shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the GLWA in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the GLWA to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the GLWA for completeness and fulfillment of the requirements of this Contract. Neither the GLWA's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the GLWA caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the GLWA and the Contractor for the proper performance of the Services.

- 2.06 The GLWA and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the GLWA and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the GLWA may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the GLWA in any way.
- 2.08 When the Services include the installation of certain equipment and/or products, Contractor is required to review the proposed equipment/products to ensure that they are, at a minimum, "Energy Star" rated. All proposed equipment/product choices must be reviewed by a qualified GLWA Energy Manager for approval only as to the sufficiency of the "Energy Star" rating and/or other applicable energy efficiency ratings; GLWA assumes no responsibility for the adequacy, capability or appropriateness of the equipment/product selected by Contractor as it relates to successful completion of the Services. Contractor must supply all required documentation that will qualify GLWA for energy program incentives offered by other utilities provided, however, that the process of applying for energy program incentives will be the responsibility of the GLWA Energy Manager.

**Article 3.**  
**Contractor's Representations and Warranties**

- 3.01 To induce the GLWA to enter into this Contract, the Contractor represents and warrants that it is authorized to do business under the laws of the State of Michigan, is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law. The Contractor further represents and warrants that this Contract has been duly authorized and executed by an individual authorized to bind the Contractor to its terms and conditions in accordance with the Contractor's requirements and procedures and constitutes a legal, valid and binding obligation of the Contractor.
- 3.02 The Contractor makes the following representations and warranties as to any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems (collectively "Technology") it may provide under this Contract:
- (a) That all Technology provided to the GLWA under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the GLWA;
  - (b) That the Contractor shall correct all errors in the Technology provided under this

Contract so that such Technology will perform according to Contractor's published specifications;

- (c) That the Contractor has the full right and power to grant the GLWA a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and
- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (g) That any Technology that it is provided to the GLWA shall:
  - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
  - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

#### **Article 4.**

##### **Contract Effective Date and Time of Performance**

- 4.01 The effective date of this Contract shall be the date upon which this Contract is duly authorized in accordance with the GLWA Procurement Policy.
- 4.02 Prior to the approval of the Contract as set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract, the GLWA shall not authorize any payments to the Contractor, nor shall the GLWA incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure.
- 4.03 The GLWA and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be as set forth in Exhibit A.



**Article 5.**  
**Data to Be Furnished Contractor**

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the GLWA for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the GLWA, the Contractor will be permitted access to GLWA offices during regular business hours to obtain any necessary data. In addition, the GLWA will schedule appropriate conferences at convenient times with administrative personnel of the GLWA or other individuals designated by the GLWA for the purpose of gathering such data.

**Article 6.**  
**Contractor Personnel and Contract Administration**

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The GLWA may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the GLWA objects and shall replace in an expedient manner those rejected by the GLWA. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the GLWA.
- 6.03 When the GLWA deems it reasonable to do so, it may assign qualified GLWA employees or other representatives it designates to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the GLWA is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or subcontractors. The Contractor agrees to indemnify, defend, and hold the GLWA harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the GLWA, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless

otherwise authorized by the GLWA. The Contractor's employees' daily working hours while working in or about a GLWA facility shall be the same as those worked by GLWA employees working in the facility, unless otherwise directed by the GLWA.

- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the GLWA's premises.
- 6.07 The Contractor hereby waives any claim against the GLWA and agrees not to hold the GLWA liable for any personal injury or property damage incurred by its Associates on this Contract which is not held in a court of competent jurisdiction to be attributable to the gross negligence of an employee of the GLWA acting within the scope of their employment and hereby agrees to hold the GLWA harmless from any such claim by the Contractor's Associates.
- 6.08 The Contractor shall designate a project manager ("Project Manager"), acceptable to the GLWA, to be responsible for all aspects of the Services. The duties of the Project Manager shall be:
- (a) The Project Manager will coordinate its Associates' work schedules and monitor performance goals. The Project Manager will supervise the day-to-day activities of its Associates. All Associates will report directly to the Project Manager concerning all matters related to this Contract.
  - (b) The Project Manager will act as liaison between the Contractor and the GLWA. Day-to-day services to be performed by the Contractor will be done in cooperation with the designated GLWA representative.
  - (c) The Project Manager shall submit a written report monthly describing progress on the work of the Contract ("Report"). The Report shall indicate which activities the Contractor performed and which were performed by subcontractors. As part of the Report, the Project Manager shall inform the GLWA as soon as the following types of conditions become known: (a) probable delays or adverse conditions which materially affect the ability to attain objectives or prevent meeting the time schedules, accompanied by a statement of any remedial actions taken or contemplated by the Contractor; and (b) favorable developments or events which enable attaining objectives or meeting time schedules sooner than anticipated. At regular intervals, the Contractor's supervisors, higher than the Project Manager (if any), will make checks and verifications on the Reports.
  - (d) The person designated as Project Manager may be changed by the Contractor upon written notice of such change being sent to the GLWA and upon the GLWA's approval thereof.
- 6.09 In the absence of circumstances beyond its control, the Contractor agrees not to remove an Associate who is acceptable to the GLWA from work hereunder until this Contract is terminated. Immediately upon receipt of written notification, the Contractor shall replace

any Associate, including the Project Manager, who, in the GLWA's sole opinion, unsatisfactorily performs the Services hereunder, or who is unsatisfactory for the performance of the Services hereunder, irrespective of any prior GLWA approval.

- 6.10 In all cases in which an Associate must be replaced for any reason, the Contractor shall supply an acceptable replacement as soon as possible, and agrees not to substitute a lower classified or less qualified Associate to perform the Services without obtaining prior GLWA approval in writing. The Contractor will furnish such replacement on a no-charge basis for that period of time necessary for any retraining or job orientation.
- 6.11 The Contractor agrees that neither it nor its employees will endeavor to influence the GLWA's employees to seek employment with the Contractor within the duration of this Contract and shall not for a period of one (1) year thereafter employ any of the GLWA's employees without prior written approval from the GLWA. Proof of such activity as determined by the GLWA may cause immediate termination of this Contract.

### **Article 7. Compensation**

- 7.01 The GLWA agrees to pay the Contractor for the complete and proper performance of the Services an amount not to exceed the sum of \_\_\_\_\_ Thousand and 00/100 Dollars (\$0.00), inclusive of any reimbursable expenses, in the manner and at the rates set forth in Exhibit B. If reimbursable expenses are to be provided, they shall be delineated in Exhibit B. Unless this Contract is amended pursuant to Article 17, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 The GLWA agrees to reimburse the Contractor for the reimbursable expenses identified in Exhibit B that are actually incurred in connection with the proper performance of the Services. Expenses outside the categories enumerated in Exhibit B shall not increase the amount payable stated in Section 7.01, and shall not be reimbursed by the GLWA unless such charges are reasonable and are incurred *after* written approval is given by the GLWA.
- 7.03 Payment for the proper performance of the Services shall be contingent upon receipt by the GLWA of accurate, complete and timely invoices from the Contractor and shall be made within forty-five (45) days after receipt of a proper invoice which conforms to the requirements of this Article 7.
- 7.04 Each invoice shall itemize, provide and confirm:
- (a) The cost of all Services for the subject billing period;
  - (b) The total cost of the Services rendered to date;
  - (c) The date of each Service performed;
  - (d) The name of the person who performed the Service (each item should refer to only one person);
  - (e) A brief description of the Service performed;

- (f) The amount of time expended on performing the Service;
- (g) Each expenditure or charge for which reimbursement is sought; and
- (h) Copies of receipts for any Reimbursable Expenses for which payment or reimbursement is being requested.

7.05 Invoices shall be submitted electronically each month and must be received by the GLWA not more than thirty (30) days after the close of the immediately preceding calendar month. Invoices shall be submitted by E-mail to: [accountspayable@glwater.org](mailto:accountspayable@glwater.org)

7.06 The GLWA employee responsible for accepting performance under this Contract is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email:

**Article 8.**  
**Maintenance and Audit of Records**

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The GLWA and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the GLWA or any agency deems necessary.

(a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The GLWA and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the GLWA or to any such government-grantor agency upon request.

(b) If in the course of such inspection the representative of the GLWA or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

(c) Any costs disallowed as a result of an audit of the Records shall be repaid to the GLWA by the Contractor within thirty (30) days of notification or may be set off by the GLWA against any funds due and owing the Contractor, provided, however,

that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.

- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the GLWA's audit costs.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the GLWA for Services performed pursuant to this Contract.

### **Article 9. Indemnity**

9.01 The Contractor agrees to indemnify, defend, and hold the GLWA harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the GLWA or its officers, employees, agents or representatives by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the GLWA where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside GLWA offices. The Contractor also agrees to waive and release any claim or liability against the GLWA for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the GLWA.

9.03 In the event any action shall be brought against the GLWA by reason of any claim covered under this Article 9, the Contractor, upon notice from the GLWA, shall at its sole cost and expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the GLWA to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the GLWA harmless for

any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the GLWA and agrees to indemnify, defend and hold the GLWA harmless against any such claims.

**Article 10.  
Insurance**

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
a. Workers' Compensation	Statutory limits mandated by law
b. Employers' Liability	\$500,000 minimum each disease a. \$500,000 minimum each person b. \$500,000 minimum each accident
c. Commercial General Liability (Broad Form Comprehensive)	\$1,000,000 each occurrence \$1,000,000 personal/advertising injury a. \$2,000,000 general aggregate b. \$2,000,000 products/completed ops
d. Automobile Liability (Covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000 combined single limit for bodily injury and property damage
e. Umbrella/Excess Liability	\$4,000,000 each occurrence \$4,000,000 aggregate
f. Professional Liability (Errors and Omissions)	\$3,000,000 each occurrence \$3,000,000 aggregate
g. Commercial Crime (Covering property including	\$5,000,000 each occurrence \$5,000,000 general aggregate



- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished GLWA.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.
- 10.10 Failure to comply with any term or condition of this Article 10 constitutes a material breach of this Contract.

**Article 11.**  
**Default and Termination**

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The GLWA reserves the right to terminate this Contract for cause. Cause is an event of default.
- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or
  - (2) The Contractor, in the judgment of the GLWA, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
  - (3) The Contractor ceases to perform under the Contract; or
  - (4) The GLWA is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
  - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the GLWA, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the GLWA; or
  - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the GLWA; or



- (7) Any GLWA officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
  - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the GLWA; or
  - (9) The performance of the Contract, in the sole judgment of the GLWA, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
  - (10) The Contractor fails in any of the agreements set forth in this Contract; or
  - (11) The Contractor ceases to conduct business in the normal course; or
  - (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the GLWA finds an event of default has occurred, the GLWA may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the GLWA, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the GLWA, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the GLWA within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the GLWA determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the GLWA's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the GLWA for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the GLWA might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the GLWA shall not be entitled to such attorney fees unless the GLWA declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The GLWA may withhold any

payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the GLWA to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the GLWA from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the GLWA sustains in excess of any setoff.

- (e) The GLWA's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The GLWA shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the GLWA will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the GLWA. In no event shall the GLWA pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the GLWA, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the GLWA shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the GLWA such Records and reports as the GLWA shall specify, and furnish to the GLWA an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the GLWA may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

- 11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

**Article 12.**  
**Assignment**

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the GLWA; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the GLWA. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.
- 12.02 The GLWA shall be permitted to assign this Contract to any successor in interest without the prior consent of the Contractor. Thereafter, and as soon as practicable, the GLWA shall provide written notice to Contractor of the assignment.

**Article 13.**  
**Subcontracting**

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the GLWA and, if required, any grantor agency. The GLWA reserves the right to withhold approval of subcontracting such portions of the Services where the GLWA determines that such subcontracting is not in the GLWA's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the subcontractor and its Associates in all respects. The Contractor agrees to bind each subcontractor and each subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that subcontractor.
- 13.03 The Contractor and the subcontractor jointly and severally agree that no approval by the GLWA of any proposed subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a subcontractor and against the GLWA, nor shall it be deemed or construed to impose upon the GLWA any obligation, liability or duty to a subcontractor, or to create any contractual relation whatsoever between a subcontractor and the GLWA.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a subcontractor of any portion of the work or services included in an approved subcontract.

- 13.05 The Contractor agrees to indemnify, defend, and hold the GLWA harmless against any claims initiated against the GLWA pursuant to any subcontracts the Contractor enters into in performance of this Contract. The GLWA's approval of any subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the GLWA for the acts or defaults of its subcontractors and of each subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

**Article 14.**  
**Conflict of Interest**

- 14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 14.02 The Contractor further covenants that no officer, agent, or employee of the GLWA and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the GLWA may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.
- 14.04 The Contractor covenants not to employ an employee of the GLWA for a period of one (1) year after the date of termination of this Contract without written GLWA approval.

**Article 15.**  
**Confidential Information**

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the GLWA to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the GLWA's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the GLWA. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

**Article 16.**  
**Compliance With Laws**

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the GLWA harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the subcontractor comply with all applicable laws and regulations.

**Article 17.**  
**Amendments**

- 17.01 The GLWA may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the GLWA be proportionately adjusted, either increased or decreased, to reflect such modification. If the GLWA and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, and is approved by the GLWA as set forth in Section 4.01.
- 17.04 The GLWA shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

**Article 18.**  
**Fair Employment Practices**

- 18.01 The Contractor shall comply with, and shall require any subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment

opportunities.

- 18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the GLWA a copy of any subcontract upon request.
- 18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

**Article 19.  
Notices**

- 19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the GLWA:

Great Lakes Water Authority  
735 Randolph Street, \_\_\_\_\_  
Detroit, Michigan 48226  
Attention: \_\_\_\_\_

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- 19.02 All Notices shall be 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 of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.
- 19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

**Article 20.  
Proprietary Rights and Indemnity**

- 20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of

the Services provided under this Contract. Any Work Product provided to the GLWA under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the GLWA.

- 20.02 The GLWA shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the GLWA and shall belong solely and exclusively to the GLWA without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the GLWA's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the GLWA all right, title and interest in said Discoveries or to enable the GLWA to apply for United States patents or copyrights for said Discoveries, if the GLWA elects to do so.
- 20.04 Any Work Product provided by the Contractor to the GLWA under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the GLWA. Further, the GLWA shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the Great Lakes Water Authority."
- 20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the GLWA, the Contractor shall, at its sole expense, indemnify, defend and hold the GLWA harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 20.06 The making of payments, including partial payments by the GLWA to the Contractor, shall vest in the GLWA title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the GLWA shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the GLWA, become the GLWA's

sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the GLWA upon the GLWA's request. The GLWA shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the GLWA will cause irreparable harm to the GLWA not adequately compensable in damages and for which the GLWA has no adequate remedy at law. The Contractor accordingly agrees that the GLWA may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The GLWA shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

**Article 21.**  
**Force Majeure**

21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the GLWA's reasonable determination shall be controlling.

**Article 22.**  
**Waiver**

22.01 The GLWA shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the GLWA.

22.02 No delay or omission on the part of the GLWA in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

22.03 No failure by the GLWA to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

**Article 23.**  
**Miscellaneous**

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.



- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the GLWA nor the GLWA's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly 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 section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the GLWA because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "GLWA" shall be deemed to include the Great Lakes Water Authority and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the GLWA upon any contract, debt, or other obligation to the GLWA including, without limitation, water and sewage bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the GLWA shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

23.12 The rights and benefits under this Contract shall inure to the GLWA and its agents, successors, and assigns.

23.13 The GLWA shall have the right to recover by setoff from any payment owed to the Contractor any amounts owed to the GLWA by the Contractor under this Contract or other contracts, and any other debt owed to the GLWA by the Contractor.

*(Signatures on next page)*

GLWA and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

\_\_\_\_\_ :

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Title

**Great Lakes Water Authority:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

APPROVED BY GLWA  
BOARD OF DIRECTORS ON:

\_\_\_\_\_  
Date

APPROVED AS TO FORM BY:

\_\_\_\_\_  
GLWA General Counsel                      Date

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **I. Contract Term**

a. The term of this Contract shall be for \_\_\_\_\_ (the “Initial Term”). GLWA shall have \_\_\_\_\_ options to renew this Contract (collectively, the “Renewals”) at GLWA’s sole discretion and at the terms and conditions specified in this Contract. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from GLWA and in the manner specified in the Notice to Proceed.

b. The Initial Term shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_ and compensation therefor shall be as set forth in Exhibit B.

c. If so exercised by the GLWA, the first optional term shall begin on \_\_\_\_\_ and terminate on \_\_\_\_\_ (the “First Renewal Term”) and compensation therefor shall be as set forth in Exhibit B.

d. GLWA may authorize the exercise of the Renewals at the discretion of GLWA.

#### **II. Services to be Performed**

Services required by appropriate providers include, but are not be limited to, the following:

1. Pre- employment drug/alcohol screening – all prospective employees;
2. Drug and alcohol testing (ongoing)
  - a. 5 panel DOT urine drug screen
  - b. 5 panel urine drug screen send out
  - c. 5 panel instant urine drug screen
  - d. 10 panel urine drug screen send out
  - e. 10 panel instant urine drug screen
3. Pre-employment physical examination – all prospective employees - elements may vary by position description;
4. Respiratory base-line physical (pre-employment and ongoing);
5. Audiometric (hearing) test – screening and evaluation (pre-employment and ongoing);
6. Hazmat base-line physical (pre-employment and ongoing);
7. Hepatitis-A and Hepatitis-B immunizations (ongoing);

8. Biometric screening (pre-employment and ongoing);
9. Commercial Driver's License (DCL) medical testing (pre-employment and random);
10. Respirator fit test (ongoing);
11. Hair drug testing (ongoing);
12. Observed specimen collection (ongoing)
13. MRO services for non-negative;
14. Annual random urine screen (ongoing – is this service offered for individual pricing or for a PEPY fee?);
15. On-site random and short notice for cause (ongoing – is this service offered for individual pricing or for a PEPY fee?)
16. Breathalyzer testing for alcohol (ongoing);
17. Post-auto accident drug screen (ongoing).

*(End Exhibit A)*

**EXHIBIT B**

**FEE SCHEDULE**

**I. General**

CHOOSE ONE:

FIXED TERM:

The Contractor shall be paid for those Services performed pursuant to this Contract, inclusive of all reimbursable expenses, an amount not to exceed the sum of \_\_\_\_\_ and 00/100 Dollars (\$0.00) in accordance with the terms and conditions of this Contract.

OR

RENEWAL OPTION:

The Contractor shall be paid for those Services performed pursuant to this Contract, inclusive of all reimbursable expenses, as set forth below:

- a. For the Initial Term, an amount not to exceed the sum of \_\_\_\_\_ and 00/100 Dollars (\$0.00); and
- b. For the First Renewal Term if any, an amount not to exceed the sum of \_\_\_\_\_ and 00/100 Dollars (\$0.00); and
- c. For the Second Renewal Term if any, an amount not to exceed the sum of \_\_\_\_\_ and 00/100 Dollars (\$0.00).

**II. Fee Schedule**

**III. Reimbursable Expenses**

There are no reimbursable expenses provided for in this Contract.

*(End Exhibit B)*