



Liquid Chlorine

(ITB 2026-004)

Issue Date: January 21, 2026

Question Deadline: February 4, 2026, by 1:00 PM

Direct any/all inquiries to Patty Barthelmes (in writing via e-mail only)

Bid Deadline: February 18, 2026, at 1:00 PM

Purchasing Contact:

Patty Barthelmes, Buyer

patty.barthelmes@metroparks.com

(810) 644-6062

DESCRIPTION: The Huron-Clinton Metropolitan Authority (HCMA) is soliciting bids for as needed liquid chlorine (Sodium Hypochlorite 12.5%) at Turtle Cove Aquatic Center at Lower Huron Metropark.

Solicitation documents (including any/all Addenda issued by HCMA) must be downloaded from the BidNet Direct website (www.bidnetdirect.com). Bids must be uploaded through the BidNet Direct portal by the due date and time specified above. Bids will not be accepted via e-mail or hardcopy.

Bidders will need to register with BidNet Direct to access solicitation documents. BidNet Direct offers both free and paid vendor registration options. If you need assistance with registering, you can reach BidNet Direct vendor support at (800) 835-4603. Be sure to allow adequate time for the registration/bid uploading processes as late bids will not be accepted.

INSTRUCTIONS TO BIDDERS

1. GENERALLY

- A. All entities submitting a proposal in response to this Invitation for Bids or Request for Proposals (each a "Bidder" or collectively, the "Bidders") must carefully read and thoroughly comply with these Instructions to Bidders, the Special Terms and Conditions, the Offer and Agreement Form, the Vendor Registration Sheet, and the Bidder Disclosure Statement (together, the "ITB/RFP"), the Huron-Clinton Metropolitan Authority Standard Terms and Conditions for Contracts for Services attached hereto as Exhibit A and made a part hereof (the "HCMA Standard Terms and Conditions form"), and any addendums to the ITB/RFP. The contractual agreement between HCMA and the Bidder (the "Contract") shall consist of:
 1. This ITB/RFP;
 2. The Bidder's proposal, including all attachments and accompanying documents;
 3. The HCMA Standard Terms and Conditions form; and
 4. Written orders for changes in the Bidder's proposal issued after the execution of and in accordance with the Contract.
- B. Proposals shall include all applicable licensing, permitting, regulatory, import and other fees and costs applicable to the Contract.
- C. The Bidder's proposal shall not contain any condition purporting to limit the Bidder's liability for damages, actual, consequential or otherwise, to the price of the contract, and any such condition shall be null, void, and of no force or effect.
- D. The Bidder and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The Bidder shall take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.
- E. Bidder shall comply with all Federal, State, and municipal laws, rules, and regulations in the performance of the contract and in the employment of persons and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon the HCMA's request, evidence of compliance with any law and the payment of any fee, tax, or charge. Bidder will defend, indemnify, and hold harmless the HCMA against all claims, charges, liens, garnishments, and levies arising out of Bidder's failure to comply as required by this paragraph.

2. BID SUBMISSION

- A. Bids received after the day and time designated will not be accepted and will be returned to the Bidder that submitted the late bid.
- B. All bids submitted in response to this invitation shall become the property of the HCMA and be a matter of public record available for review. Bidders are advised that after the date and time set for the opening of bids, all proposals and information submitted with their bid will constitute public records subject to disclosure under the Michigan Freedom of Information Act.
- C. Solicitation documents (including any/all Addenda issued by HCMA) must be downloaded from the BidNet Direct website (www.bidnetdirect.com). Bids must be uploaded through the BidNet Direct portal by the due date and time specified on the cover page. Bids will be opened shortly after the bid deadline at the HCMA Administrative Office, located at 13000 High Ridge Drive, Brighton, MI 48114. Bidders will need to register with BidNet Direct to access solicitation documents. BidNet Direct offers both free and paid vendor registration options. If you need assistance with registering, you can reach BidNet Direct vendor support at (800) 835-4603. Be sure to allow adequate time for the registration/bid uploading processes as late bids will not be accepted.
- D. Any alternate bids that are submitted may be considered in the sole discretion of HCMA.
- E. _____. If checked, bids must be accompanied by a bid deposit in the amount of ____% of the bid price. The bid deposit of the successful Bidder will be held until the contract has been duly executed by HCMA. The amount of the bid deposit may be forfeited to HCMA as liquidated damages upon the refusal or neglect of the

Bidder to proceed. Bid deposits of unsuccessful bidders will be returned by HCMA within forty-five (45) days after the date set for bid opening.

- F. Bidders are solely responsible for all costs to prepare their bid, including, but not limited to, any site visits and engineering analysis.

3. **ADDITIONAL CONSIDERATION FOR BIDDERS:** HCMA's Board of Commissioners adopted changes to HCMA's purchasing policy to include a local preference as well as bid-quote comparison discounts for vendors and contractors who have implemented a diversity, equity and inclusion plan and/or who pay all employees a living wage of \$15 or more per hour. The local preference applies to vendors located with the five county Metroparks service region that includes Livingston, Macomb, Oakland, Washtenaw and Wayne counties. Vendors do not have to be a local vendor to qualify for other bid-quote comparison discounts. Bidders may qualify for these additional considerations by completing and submitting the VENDOR VERIFICATION FORM provided in this ITB/RFP. If a Bidder choose not to provide the information requested on the Form, they are asked to complete the bottom section of the Form to acknowledge that they have received and read the Form.
4. **PREPARATION OF BIDS:** The bid shall be signed on the OFFER AND AGREEMENT FORM page. Bidder shall include the full name and address of the Bidder on the VENDOR REGISTRATION SHEET. Bidder shall complete and submit the VENDOR VERIFICATION FORM either by providing information requested on the Form to qualify for additional consideration, or by completing the bottom section of the Form to acknowledge that they have received and read the Form. HCMA is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices.
5. **SIGNATURES:** All bids, notifications, claims and statements must be signed by an individual authorized to bind the Bidder. Any individual signing a bid document certifies, under penalty of perjury, that he or she has the legal authorization to bind the Bidder.
6. **REJECTION OR WITHDRAWAL:** Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid non-responsive and may result in bid rejection. The HCMA reserves the right to reject any or all bids, to decide whether to waive any informalities and minor irregularities defects in bids, and to negotiate with any bidder. Bids may be withdrawn by giving written notice to HCMA, attention Purchasing Department prior to the date and time set for bid opening. Bids are an irrevocable offer and may not be withdrawn within 90 days after the public opening date.
7. **AWARD:** Unless otherwise specified in this ITB/RFP, the HCMA reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the HCMA. Any Bidder who is in default to the HCMA at the time of submittal of the bid shall have his/her bid rejected. The HCMA reserves the right to clarify any contractual terms with the concurrence of the Bidder; however, any substantial non-conformity in the offer, as determined by the HCMA, shall be deemed non-responsive and the offer rejected.
In evaluating bids, the HCMA shall consider the qualifications of the Bidders, and where applicable, location, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the HCMA may conduct such investigations as HCMA deems necessary, including those to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the Contract.
8. **CONTRACT:** A response to an ITB/RFP is an offer to contract with the HCMA based upon the terms, conditions, and specifications contained in this ITB/RFP and the HCMA Standard Terms and Conditions form. All the terms and conditions of the Contract are contained in the ITB/RFP unless any of the terms and conditions is modified by an ITB/RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
9. **CONTRACT COMPLIANCE/AFFIRMATIVE ACTION PROGRAM:** The HCMA is committed to a Contract Compliance/Affirmative Action Program to ensure that all citizens have the opportunity for the equality of treatment in service and employment.
10. **BID RESULTS:** Bidders interested in receiving a tabulation of this ITB/RFP must include a self-addressed stamped envelope with bid. A bid tabulation will be on file and available for review after Contract award in the HCMA Purchasing Department.

- 11. CHANGES AND ADDENDA TO BID DOCUMENTS:** Every change or addendum issued in relation to the ITB/RFP document will be on file in the HCMA Purchasing Department. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the Bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the Contract and all Bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the HCMA Purchasing Department.
- 12. SPECIFICATIONS:** Unless otherwise stated by the Bidder, the bid will be considered as being in accordance with the HCMA applicable standard specifications and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Bidder in interpreting the requirements of the HCMA and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The HCMA reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The HCMA reserves the right to disregard any conflicting terms and conditions submitted by the Bidder and hold the Bidder to the submitted bid price. The HCMA strongly discourages the submittal of anything that is not specifically requested in this solicitation.
- 13. DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, and other shipping-related expenses. Prices bid will be considered as being based on F.O.B. Delivered, freight included, if applicable.
- 14. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
- 15. CURRENCY:** Prices calculated by the Bidder shall be stated in U.S. dollars.
- 16. PRICING:** Prices shall be stated in units of quantity specified in the ITB/RFP Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern. Submitted bid prices shall be held firm for a minimum of 90 days from the bid deadline.
- 17. EVALUATION OF REFERENCES:** Experience with the HCMA and past work performance shall be taken into consideration when HCMA is evaluating responsibility of the vendor
- 18. NOTICE TO PROCEED/PURCHASE ORDER:** The successful Bidder may not commence work under this Contract until authorized to do so by the HCMA Purchasing Department.
- 19. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Bidder certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the Contract.
 - D. The Bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, and Kickbacks from Public Employees.
 - E. The Bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

SPECIAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF GOODS OR SERVICES:** HCMA reserves the right to refuse any equipment that is in HCMA's sole opinion incomplete, used, damaged or otherwise not as specified. It is the sole responsibility of the Contractor to retrieve, arrange and pay for the return of equipment that HCMA does not accept.
2. **INVOICES / PAYMENT:** Contractor shall submit timely invoice(s) to HCMA Accounts Payable after successful delivery of goods and/or services and HCMA's acceptance of goods and/or services.

Contractor shall provide sufficient information on each invoice to enable HCMA to identify the goods purchased or services performed. Where a Purchase Order (PO) has been issued, the Contractor shall include the PO number on the invoice.

Invoices MUST be submitted to HCMA Accounts Payable department either by email or U.S. mail as follows:

Email: AP@metroparks.com

U.S. Mail: Huron-Clinton Metropolitan Authority
Attn: Accounts Payable
13000 High Ridge Drive
Brighton, MI 48114

Payment shall be made within thirty (30) days of receipt of a correct invoice. Where a prompt payment discount is offered, HCMA shall endeavor to earn the discount.

3. **TERM AND RENEWAL:** The contract resulting from the ITB shall be valid for a two-year period with up to three, one-year renewal options. Pricing shall be held firm in the first two years of the contract with the possibility of adjustments in renewal periods only. Any/all pricing adjustments must be requested within three months of the effective date of a renewal period.
4. **QUANTITIES:** In the case of Annual Requirements Contracts, the HCMA reserves the right to increase or decrease the estimated quantity as best fits its needs, and the HCMA does not guarantee maximums or minimums. The HCMA also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this Contract if extenuating circumstances exist.
5. **CONSENT TO REPRESENTATION OF MILLER, CANFIELD, PADDOCK, AND STONE, P.L.C.:** By submission of a proposal, the Bidder consents to the representation of the HCMA by Miller, Canfield, Paddock, and Stone, P.L.C. Miller, Canfield, Paddock and Stone, P.L.C. represents the HCMA as general counsel and will not represent the bidder in conjunction with the Contract.
6. By signing this ITB/RFP document, Bidder agrees that the Contract shall be governed by the "HURON-CLINTON METROPOLITAN AUTHORITY STANDARD TERMS AND CONDITIONS FOR CONTRACTS FOR SERVICES," attached hereto as Exhibit A.

SCOPE OF WORK & SPECIFICATIONS

- 1. INTRODUCTION:** The Huron-Clinton Metropolitan Authority (HCMA) is soliciting bids to cover the needs for liquid chlorine at Turtle Cove Aquatic Center at Lower Huron Metropark. Purchases will be on an as needed basis. Expected delivery will be within 24-48 hours of placing an order.

HCMA uses an average of approximately 13,000 gallons per year of liquid chlorine. Quantities provided are estimates only.

- 2. SCOPE OF WORK:** The awarded bidder will be responsible for the following:

Liquid Chlorine - Delivery of liquid chlorine (Sodium Hypochlorite 12.5%), weekly to Turtle Cove Aquatics Center, located at Lower Huron Metropark. Deliveries must be 900-1200 gallons at a time, delivered via tanker truck. Pumped/Metered deliveries are preferred. Approximately 15 deliveries per season.

- 3. DELIVERY LOCATIONS:** Deliveries should be made within 24-48 hours of request unless other arrangements are specified.

Delivery Address:

**Lower Huron Metropark
40151 East Huron River Dr.
Belleville, MI, 48111**

BID FORM

The undersigned hereby certifies that they have examined the Specifications and are fully informed as to the nature of the equipment, material, and services to be furnished. The undersigned agrees that it will obtain all necessary permits, licenses, and insurance, and that it will comply with all applicable federal, state, and local codes, laws and regulations.

Company Name

Address

City

State

Zip

Email

Telephone

Printed Name of Person Authorized to Offer Bid

Title

Signature of Person Authorized to Offer Bid

Date

Description	UoM	Unit Price	Estimated QTY	Extended Cost
Liquid Chlorine Sodium Hypochlorite 12.5%	Gallon	\$	13,000	\$

*Pricing shall be FOB Destination and include any/all miscellaneous fees and surcharges

PROMPT PAYMENT DISCOUNT

Prompt payment discount if offered by Bidder:

REFERENCE FORM

Provide three client references for similar services provided in the past three years.

Reference 1

Client Name_____

Contact Name_____

Email_____

Telephone_____

Reference 2

Client Name_____

Contact Name_____

Email_____

Telephone_____

Reference 3

Client Name_____

Contact Name_____

Email_____

Telephone_____

OFFER AND AGREEMENT FORM

TO THE HURON-CLINTON METROPOLITAN AUTHORITY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has HCMA to submit this proposal, which will result in a binding Contract if accepted by the Huron-Clinton Metropolitan HCMA.

We acknowledge receipt of the following addendum(s): _____

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

Company Name

For clarification of this offer, contact:

Address

Name: _____

City _____ State _____ Zip _____

Signature of Person Authorized to Sign

Phone: _____

Printed Name

Fax: _____

Title

VENDOR REGISTRATION SHEET

Product Trade Name: _____

1. _____
Firm Name

Contact Name _____ Phone _____

2. _____
Address/City/State/Zip

Telephone _____ Fax Number _____ County _____

3. _____
Name and address of Headquarters/Home Office, if different from above.

4. Is your business incorporated in Michigan? Yes No

5. If not, has your business obtained a Certificate of Authority to transact business or conduct affairs in Michigan from the Michigan Department of Licensing and Regulatory Affairs?

Yes No

6. If you answered "no" to both 4 and 5, please explain:

7. What is main function of your business? (Be specific.)

8. Year established _____

9. Company ownership (if any) _____

10. Personnel in development and support, full time and total. _____

11. Is the firm Minority Owned? _____

12. Please include a copy of your current business license.

Authorized Signature _____

Date _____

Name Printed _____

Position Title _____

BIDDER DISCLOSURE STATEMENT

Disclosure of Familial Relationship

The Bidder hereby represents and warrants, except as provided below, that no familial relationship exists between the owner(s) or any employees of the Bidder and any HCMA official or HCMA employee.

List and describe any familial relationships:

Disclosure of Substantial Interest in Business

The Bidder hereby represents and warrants, except as provided below, that no HCMA official or HCMA employee or their immediate family has any substantial interest in the Bidder's business.

List and describe any substantial interest held by a HCMA official, City employee, or their immediate family in Bidder's business:

I certify and swear that to the best of my knowledge, information, and belief the above information is true, accurate, and complete.

Signed: _____

Title: _____

Bidder: _____

Dated: _____



Vendor Verification Form

The Huron-Clinton Metroparks Board of Commissioners has adopted the following updates to our Purchasing Policy.

Vendors that meet the criteria listed below have the option to complete this form and provide information to qualify for additional bid comparison discounts. This information is not required for bid-quote submission, but we do ask you sign and acknowledge the form at the bottom if you choose not to provide this information.

Local Preference	Living Wage	Diversity, Equity & Inclusion
<ul style="list-style-type: none">❖ HCMA has a local vendor preference for vendors that qualify as a "Metroparks-based business".❖ Vendors seeking to qualify as a Metroparks-based business must meet the following criteria:<ol style="list-style-type: none">1. Operates from a building or office with a permanent street address located within the Metroparks service region encompassing Livingston, Macomb, Oakland, Washtenaw and Wayne counties, on an ongoing basis for at least one year prior to responding to the solicitation; and2. Has been providing goods and/or services specified in the solicitation within the service region on an ongoing basis for at least one year prior to responding to the solicitation.3. A Metroparks-based business also must agree not to sublet 50% or more of the dollar value of the contract to subcontractors who do not meet the definition of a Metroparks-based business.	<ul style="list-style-type: none">❖ Vendors seeking to qualify for a 2% bid comparison discount via demonstration of their commitment to paying their labor force a living wage of no less than \$15.00 per hour must return this Verification Form.❖ HCMA may make any reasonable investigation deemed necessary and proper to determine the validity of the evidence provided.	<ul style="list-style-type: none">❖ Vendors seeking to qualify for a 2% bid comparison discount via demonstration of their commitment to employ and sustain a diverse workforce must return this Verification Form.❖ A copy of your DEI Plan must also be attached to this Form.

I _____ a legally authorized agent of the business known as _____ hereby certify and affirm the information below.

LOCAL PREFERENCE POLICY

- ❖ The business has been in existence and either physically headquartered or located at:
 Street Address City Michigan
In the County of for not less than one (1) year immediately prior to the date of this Verification.
- ❖ The business has been in existence and provided or produced the following goods and/or services for not less than one (1) year immediately prior to the date of this Verification:
- ❖ I confirm that the business agrees not to sublet 50% or more of the dollar value of the contract to subcontractors who do not meet the definition of a Metroparks-based business.

LIVING WAGE POLICY

- ❖ The business has adopted a Living Wage Payment Plan where no employee is paid less than \$15.00 per hour.
- ❖ HCMA reserves the right to inspect the Vendor's records to verify that the Vendor pays all its employees a minimum living wage. HCMA and HCMA's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Vendor's records and accounts which are directly pertinent to verifying the wages paid to all the Vendor's employees.

DIVERSITY, EQUITY & INCLUSION

- ❖ The business has adopted a DEI Plan six (6) months or more prior to the date of this Verification.
- ❖ A copy of our DEI Plan is attached.

I further acknowledge my understanding that any person, firm, corporation or entity intentionally submitting false information to Huron-Clinton Metropolitan Authority (HCMA) in an attempt to qualify for any of the Comparison Discounts may be barred from bidding on Metroparks contracts for a period of not less than three (3) years.

SIGNED:

DATE:

PRINTED NAME:

TITLE:

EMAIL ADDRESS:

PHONE:

- Vendors must acknowledge that they have received and read this Form** even if they choose not to complete the section above.
Vendors who compete the section above do not need to complete the acknowledgement section below.

BUSINESS NAME:

DATE:

SIGNED:

TITLE:

PRINTED NAME:

PHONE:

EMAIL ADDRESS:

HCMA Staff: Send the completed form and evidence to BIDS@METROPARKS.COM

Exhibit A
HURON-CLINTON METROPOLITAN AUTHORITY
STANDARD TERMS AND CONDITIONS FOR CONTRACTS FOR SERVICES

This provisions of these Terms and Conditions (the "T&Cs") of Huron-Clinton Metropolitan Authority ("HCMA") shall apply to all contracts, purchase orders, agreements, or other arrangements with any contractor (a "Contractor") for the provision of services, notwithstanding any statement or provision in the Agreement to the contrary. By entering into an Agreement with HCMA, the Contractor agrees to abide by these Terms and Conditions.

A. INDEMNIFICATION, RELEASE, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

1. Indemnification and Release. Contractor shall indemnify and hold HCMA harmless from any and all Claims (as defined below) which are incurred by or asserted against HCMA by any person or entity from the negligent acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

The indemnification rights contained in these T&Cs are in excess and over and above any valid and collectible insurance rights/policies. During the term of the Agreement, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify HCMA for all claims asserted against the HCMA and if the insurance company prevails, the Contractor shall indemnify the HCMA for uncollectable amounts.

Contractor shall have no rights against HCMA for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by HCMA except as expressly provided herein.

Contractor waives and releases all actions, liabilities and damage including any subrogated rights it may have against HCMA based upon any Claim brought against HCMA.

The term "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against HCMA, or for which the HCMA may become legally and/or contractually obligated to pay, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

2. Limitation of Liability. Neither Party shall be liable to the other for any amounts representing loss of profit, loss of business, or other incidental, consequential or punitive damages of the other Party under this Agreement.
3. Disclaimer of Warranties. HCMA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE RIGHTS OF THE HCMA, IN NO EVENT SHALL THE AUTHORITY'S AGGREGATE LIABILITY UNDER OR RELATING TO THE AGREEMENT AT ANY TIME EXCEED THE TOTAL AMOUNT PAID TO THE HCMA AS PROVIDED HEREIN.

B. DISPUTE RESOLUTION. Unless the Parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to the Agreement shall be subject to mediation as a condition precedent to litigation:

1. The Party bringing a claim shall give notice to the other Party and, in writing, propose a meeting within fourteen (14) days after the claim arises in which to discuss and attempt to resolve the claim.
2. In the event the meeting between the Parties to resolve the claim does not resolve the dispute or does not take place within said fourteen (14) day period, the Parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The Parties may, by mutual written agreement, extend the time periods required under this subparagraph.
3. The purpose of mediation is to attempt to resolve the dispute between the Parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
4. In the event the independent mediator's attempt to resolve the dispute between the Parties fails, then each Party will be free to any claims at law in a court of competent jurisdiction.
5. During the pendency of this alternative dispute resolution process, the Parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

C. INSURANCE: The Contractor, or any of their sub-Contractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to HCMA. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor and any sub-Contractor shall procure and maintain the following insurance coverage:

1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
3. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Liquor Liability Insurance for events where alcohol is served, coverage with limits of liability not less than \$4,000,000 per occurrence and aggregate.
5. Professional Liability, for contracts where professional services are rendered, in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this agreement.
6. Limits of Liability referenced above may be obtained with primary policies or by the use of primary policies and umbrella coverage.
7. Additional Insured: Commercial General Liability, Automobile Liability, and Liquor Liability as described above, shall include an endorsement stating the following shall be *Additional Insureds*: HCMA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming HCMA as additional insured, coverage afforded is considered to be primary and any other insurance HCMA may have in effect shall be considered secondary and/or excess.
8. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: HCMA, attention Executive Director.
9. Proof of Insurance Coverage: The Contractor shall provide HCMA, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
10. Commercial Property Insurance: The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
11. General Insurance Conditions: The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions:
 - a. The insurance company(s) issuing the policy(s) shall have no recourse against the HCMA for subrogation, premiums, deductibles, or assessments under any form;
 - b. All policies shall be endorsed to provide a written waiver of subrogation in favor of HCMA
 - c. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to (Your Entity) at least ten (10) days prior to the expiration date.

D. TERMINATION, AMENDMENTS.

1. Termination. HCMA may terminate and/or cancel the Agreement (or any part thereof) at any time during the term, any renewal, or any extension of the Agreement, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. HCMA may immediately terminate the Agreement for cause upon notice to Contractor if Contractor is in breach of the Agreement. The notice of breach shall include a statement of the facts that cause HCMA to believe Contractor is in breach of the Agreement. The effective date for termination or cancellation shall be clearly stated in the written notice.

HCMA's sole obligation in the event of termination is for payment for actual Services rendered by the Contractor before the effective date of termination. Under no circumstances shall the HCMA be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of the Agreement. HCMA shall not be obligated to pay Contractor any cancellation or termination fee if the Agreement is cancelled or terminated as provided herein.

Contractor may terminate and/or cancel the Agreement (or any part thereof) at any time upon ninety (90) days written notice to HCMA, if HCMA defaults in any obligation contained herein, and within the ninety (90) notice period the HCMA has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

2. Agreement Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to the Agreement must be in writing and agreed to by the Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by a lawfully authorized employee of Contractor and HCMA.

E. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

1. Organization and Good Standing. The Contractor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

2. **Power and Authority.** The Contractor has all requisite power to enter into the Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Contractor and its officers, and agents for the authorization, execution and delivery of the Agreement and the performance by the Contractor of its obligations hereunder have been taken. The Agreement when executed and delivered, shall constitute the legal and binding obligations of the Contractor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.
2. **No Conflict or Breach.** The execution, delivery and performance by the Contractor of its obligations under the Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Contractor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.
3. **No Debarment, Pending Governmental Action or Record of Violations.** The Contractor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. The Contractor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.
4. **Conflicts; No Undue or Improper Influence or Inducement.** The Contractor represents and warrants that it has disclosed in writing any existing conflicts of interest involving HCMA, and that it will disclose in writing to HCMA any conflicts that arise during the term of the Agreement. The Contractor represents and warrants that it has not, and will not, offer to HCMA or any of HCMA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with HCMA.
5. **Performance of Services; Compliance with Law.** The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training, skill, and licensure if appropriate. The Contractor's actions and performance of the Services throughout the term of the Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to HCMA's operations or to which HCMA is otherwise bound. The Contractor has, and will maintain throughout the term of the Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of the Contractor contained in the Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.
6. **Full Knowledge of Service Expectations and Attendant Circumstances.** Contractor warrants that before entering into the Agreement, it had a full opportunity to review the proposed services and review all HCMA requirements and/or expectations under the Agreement. The Contractor is responsible for being adequately and properly prepared to execute the Agreement. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Agreement as specified herein.

F. GENERAL PROVISIONS

1. **Taxes.** The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. HCMA shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
2. **Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under the Agreement. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor's Employee. All employees of Contractor assigned to work under the Agreement may, at the HCMA's discretion, be subject to a security check and clearance by HCMA.
The term "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any licensees, concessionaires, associate researcher, independent sub-Contractor, Contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, though, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
3. **Independent Contractor.** The Contractor's relationship to the HCMA is that of an Independent Contractor. Nothing in the Agreement is intended to establish an employer-employee relationship between HCMA and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under the Agreement by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-Contractor of HCMA.
4. **Non- Exclusive Agreement.** No provision in the Agreement limits, or is intended to limit, in any way the Contractor's right to offer and provide its Services to the general public, other business entities, municipalities, or governmental agencies during or after the term of the Agreement. Similarly, the Agreement is a non-exclusive agreement and the HCMA may freely engage other persons to perform the same work that the Contractor performs. Except as provided in the Agreement, the Agreement shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to HCMA.