

BOARD OF COMMISSIONERS

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LEASING OF FLEET VEHICLES
REQUEST FOR BIDS
RFB 13-2078

August 23, 2013

Vendor:				
	-			

The Muskegon County Board of Commissioners invites your bid for Leasing of Fleet Vehicles for Muskegon County Public Health Department. A set of conditions and specifications/requirements are enclosed.

Bids are due in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI 49442, no later than 2:00 P.M., prevailing time, Monday, September 9, 2013.

The time of receipt shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for insuring that their bid response is stamped by Purchasing Office personnel by the deadline indicated.

No late bids will be accepted.

Heath Kaplan

Heath Kaplan
Director of Finance & Management Services

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BID PACKET CHECKLIST

Please complete the required forms to be returned to the Muskegon County Purchasing Office and check them off of this list as you complete them.

Completed	Not Applicable	
		Bid Certification/Non-Collusion Affidavit
		Minority Supplier Certifications
		Bid Summary
		Addenda Summary
		Bid Specifications
		References / Work Experience
		W-9 Form
		Executive Order 11246
		No Bid Response Form
		First page of Bid Instructions (Delivery Date/Terms of Sale/Maximum Bid in Force)
		Literature
		Color Chart
		American Made Certificate
		Copy of Lease Agreement

BID CERTIFICATION/NON-COLLUSION AFFIDAVIT

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or service, that it meets or exceeds all specifications contained herein, and is in all respects fair and without collusion or fraud. The bidder's signature declares under penalty of perjury of the laws of the United States that the contractor submitting this bid, its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project. I agree to abide by all conditions of this bid and certify that I am authorized to sign for the supplier.

RFB 13-2078 Fleet Vehicles

Bid Number:

Supplier:		
Supplier Address:		
Phone Number:		
Fax Number:		
Signature:		
Name Printed:		
Title:		
Date Signed:		
E-Mail:		
Website:		
	MINORITY SUPPLIER CERTIFICATION	<u>s</u>
Please check all that app	ply:	
The vendor represents the	nat it IS IS NOT a woman or women-on the list IS IS NOT a minority-owned bust at IS IS NOT a disadvantaged bus	siness.
	ts and warrants that the company meets the company meets the coumentation upon request.	ne above (when checked) and
Authorized Agent Signat	ure	Date
Authorized Agent Printed	d Name	

BID SUMMARY - ENVIRONMENTAL QUALITY

All costs (including property taxes, interest, delivery, shipping, handling and all other costs) must be included in the total bid price.

Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the bid summary as stated above shall be cause for rejection of bid. (Remember to double check your addition, subtraction and multiplications.)

Please provide the following information for a Lease-Purchase Agreement with unlimited mileage and full maintenance coverage for 48 consecutive monthly in advance payments with \$1.00 buyout for:

BASE BID - Gasoline Vehicle

♣ Two (2) Each (Current Production Ye	ar, Front Wheel Drive	American Made Crossover
Manufacturer:		Model:	Year:
	Each Cash Price / To	tal Cash Cost: \$	/ \$
	Monthly Lease Payme	ent: \$	
ALTERNATE #1 – Elec	tric Vehicle Option		
👃 Two (2) Each (Current Production Ye	ar, Front Wheel Drive	American Made Crossover
Manufacturer:		Model:	Year:
	Each Cash Price / To	tal Cash Cost: \$	/ \$
	Monthly Lease Payme	ent: \$	
ALTERNATE #2 – Com	pressed Natural Gas	S Vehicle Option	
👢 Two (2) Each (Current Production Ye	ar, Front Wheel Drive	American Made Crossover
Manufacturer:		Model:	Year:
	Each Cash Price / To	tal Cash Cost: \$	/ \$
	Monthly Lease Payme	ent· \$	

Note: Muskegon County would prefer electric or compressed natural gas vehicles, if possible. Muskegon County is self-insured and tax-exempt.

BID SUMMARY - WIC

All costs (including property taxes, interest, delivery, shipping, handling and all other costs) must be included in the total bid price.

Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the bid summary as stated above shall be cause for rejection of bid. (Remember to double check your addition, subtraction and multiplications.)

Please provide the following information for a Lease-Purchase Agreement with unlimited mileage and full maintenance coverage for 48 consecutive monthly in advance payments with \$1.00 buyout for:

	Model:	Year:
	Each Cash Price / Total Cash Cost: \$	/ \$
	Monthly Lease Payment: \$	
LTERNATE #1 –	Electric Vehicle Option	
♣ One (1) C	Current Production Year, All Wheel Drive, American	Made Sedan
lanufacturer:	Model:	Year:
	Each Cash Price / Total Cash Cost: \$	/ \$
	Monthly Lease Payment: \$	
	Compressed Natural Gas Vehicle Option Current Production Year, All Wheel Drive, American	Made Sedan
lanufacturer:	Model:	Year:
	Each Cash Price / Total Cash Cost: \$	/\$
	Lacii Casii i lice / Totai Casii Cost. #	

Page 6

Muskegon County is self-insured and tax-exempt.

ADDENDA SUMMARY

Please initial below acknowledging receipt of any addenda (give number and date of each). If none were received, please indicate this as well.							
Addendum Number	Addendum Date	Initials					
Company Name: Signature: Printed Name:		- - -					

BID SPECIFICATIONS - WIC

If there are any questions regarding the following specifications, please contact:

Jenna Blamer, WIC Supervisor at 231-724-1205 and / or blamerje@co.muskegon.mi.us

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

State one of the following responses after each line specification:

- A. "Yes", if you can meet the specification exactly as stated.
- B. "No", if you cannot meet the specification under any circumstances.C. The modifying or additional information needed to enable you to meet the specification.
- D. The specific information requested.

Statement of Need

WIC is requesting an all-wheel drive vehicle due to the rural off-site clinic locations staff is required to commute to year round. Sedan to be American made.

One (1) Current Model Year All-Wheel Drive, American Made Sedan Response 1. Mid-Size, Four Door 2. All-Wheel Drive 3. Engine – 4 Cylinder 2.0L Minimum 4. Wheel Base – 112' Minimum Transmission – Automatic 6. Air Conditioning 7. Cruise Control 8. Floor Mats – Front and Rear Keyed to Interior 9. Power Steering 10. Power Brakes 11. AM/FM Radio with Clock 12. Steel Belted All-Season Radial Tires - State Size: 215/60 HR-16 BSW 235/50R-17 BSW 13. Exterior Color to be Determined - Submit Brochure 14. Rustproofing Guarantee

BID SPECIFICATIONS - WIC (CONTINUED)

State one of the following responses after each line specification:

- A. "Yes", if you can meet the specification exactly as stated.
 B. "No", if you cannot meet the specification under any circumstances.
 C. The modifying or additional information needed to enable you to meet the specification.
 D. The specific information requested.

15.	Warranty – State Mileage and Months, i.e. 3 Years / 36,000 Miles:	Response
	Mileage Months	
16.	Tilt Steering Wheel	
17.	Wipers, Variable Speed with Intermittent Feature & Washers	
18.	Spare Tire	
19.	Air Bag for Driver's and Passenger's Side	
20.	Service Manuals	
21.	Rear Window Defogger	
22.	Power Door Locks	
23.	Power Windows	
24.	Three (3) Sets of Keys per Vehicle with Remote	
25.	4-Wheel ABS Brakes	
26.	Fuel Consumption – State MPG City / MPG Highway For example: 22 MPG City / 31 MPG Highway:	
	MPG City MPG Highway	
27.	Front Fog Driving Lights	
28.	ABS and Traction Control	
29.	Deliver To:	
	Public Health – Muskegon County 209 E. Apple Avenue Muskegon, MI 49442	
	Call Jenna Blamer at 231-724-1205 at Least 24-Hours Prior to Delivery	
30.	Above equipment and all standard equipment pertaining to this vehicle must be OEM.	

BID SPECIFICATIONS – ENVIRONMENTAL QUALITY

If there are any questions regarding the following specifications, please contact:

Max Bjorkman, Environmental Quality Supervisor at 231-724-1252 and / or bjorkmanma@co.muskegon.mi.us

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

State one of the following responses after each line specification:

- A. "Yes", if you can meet the specification exactly as stated.
- B. "No", if you cannot meet the specification under any circumstances.
- C. The modifying or additional information needed to enable you to meet the specification.
- D. The specific information requested.

Statement of Need

14. Rustproofing Guarantee

Environmental Quality is requesting crossover vehicles due to the rural off-site locations staff is required to commute to year round. Crossover to be American made.

BID SPECIFICATIONS - ENVIRONMENTAL QUALITY (CONTINUED)

State one of the following responses after each line specification:

- A. "Yes", if you can meet the specification exactly as stated.B. "No", if you cannot meet the specification under any circumstances.
- C. The modifying or additional information needed to enable you to meet the specification.

 D. The specific information requested.

15.	15. Warranty – State Mileage and Months, i.e. 3 Years / 36,000 Miles:				
	Mileage Months				
16.	Tilt Steering Wheel				
17.	Wipers, Variable Speed with Intermittent Feature & Washers				
18.	Spare Tire				
19.	Air Bag for Driver's and Passenger's Side				
20.	Service Manuals – If Additional Cost, Please Include in Cost Per Vehicle				
21.	Rear Window Defogger				
22.	Power Door Locks				
23.	Power Windows				
24.	Three (3) Sets of Keys with Remote				
25.	4-Wheel ABS Brakes				
26.	Fuel Consumption – State MPG City / MPG Highway For example: 22 MPG City / 31 MPG Highway:				
	MPG City MPG Highway				
27.	Front Fog Driving Lights				
28.	ABS and Traction Control				
29.	Deliver To:				
	Public Health – Muskegon County 209 E. Apple Avenue Muskegon, MI 49442				
	Call Max Bjorkman at 231-724-1252 at Least 24-Hours Prior to Delivery				
30.	Above equipment and all standard equipment pertaining to this vehicle must be OEM.				

REFERENCES

The supplier must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed:

1.	Company Name:	
	Street Address:	
	City/State/Zip Code:	
	Contact Person:	
	Telephone No.:	
	Email Address:	
2.	Company Name:	
	Street Address:	
	City/State/Zip Code:	
	Contact Person:	
	Telephone No.:	
	Email Address:	
3.	Company Name:	
	Street Address:	
	City/State/Zip Code:	
	Contact Person:	
	Telephone No.:	
	Email Address:	

Form (Rev. December 2011) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Nan	ne (as shown on your income tax return)									
ge 2.	Busi	iness name/disregarded entity name, if different from above									
Print or type See Specific Instructions on page	Che	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/est ate									
		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)						xemp	t payee		
Pri Fig.		Other (see instructions) >									
pecific	Add	ress (number, street, and apt. or suite no.)	Request	ter's r	name	and a	ddress (optio	nal)		
See S	City	, state, and ZIP code									
	List	account number(s) here (optional)									
Pa	ri.	Taxpayer Identification Number (TIN)									
		TIN in the appropriate box. The TIN provided must match the name given on the "Name"	line	Soc	ial se	curity	numbe	r			
resid	ent al	ackup withholding. For individuals, this is your social security number (SSN). However, for lien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>					-		-		
TIN c	n pag	ge 3.	г								
		e account is in more than one name, see the chart on page 4 for guidelines on whose		Emp	oloye	r iden	tificatio	n nui	nber	1	
numi	per to	enter.				-					
Par	t II	Certification									
Unde	r pen	alties of perjury, I certify that:									
1. Th	ne nur	mber shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to	be is	ssued	to me)	, and	ł		
Se	2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and										
3. la	am a l	U.S. citizen or other U.S. person (defined below).									
beca intere gene	Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.										
Sign		Signature of									
Her	P	II S nerson	ato >								

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

County of Muskegon Executive Order 11246 Compliance Questionnaire

RFP/RFB #	

The following information should be submitted for each contract award in excess of \$5,000 (Failure to submit may constitute award rejection as irresponsible or non-responsive)

Section 1. COMPANY IDENTIFICATION	
	Type of Contract (check one)
Name of Company	☐ Product(s)
Address Telephone No.	☐ Service(s)
City, State, Zip	☐ Construction☐ Other
Contact Person Email address	
Signature of CEO	
Section 2. PRELIMINARY ASSESSMENT INFORMATION	
1. Total number of employees?	
2. What is the percentage breakdown by race gender and disability?	
WhiteBlackHispanicNative AmAsian (Totals must equal 100	%)
3. What is the percentage by gender?	
FemaleMale (Totals must equal 100%)	
4. What percentage is certified disabled (if available)?	
DisabledNon-disabled (Totals must equal 100%)	
5. What percentage resides in Muskegon County?	
6. Do you have an EEO/AA or Workforce Diversity Plan? Yes No (if not, please provide a brief explanation why not)	
7. Will the award of this contract necessitate an increase in your workforce?YesNo	
8. Do you have any pending or outstanding Civil Rights complaints, lawsuits, etc.? Yes _ (if yes, please advise giving description of each)	No
9. Have you ever been debarred from participating in a contract because of noncompliance with opportunity regulations or any other nondiscrimination laws? Yes No	equal employment
Section 3. LIST ALL ANTICIPATED WORKFORCE INCREASE AND/OR SUBCONTE OPPORTUNITIES RESULTING FROM THIS AWARD EEO-MCRC-CQ-01	RACTING
orrowing absolute room and remain blo mene of or	

EEO-MCRC-CQ-01

Section 1. COMPANY IDENTIFICATION

- □ *Name of Company* This is the registered name of the Company
- □ Address and Telephone No. This is your official business or corporate headquarters address. The telephone number should be the contact number of the person certifying the information reported.
- ☐ City, State, Zip This is the city, state and zip code for the official business or corporate headquarters.
- ☐ Contact Person and Email Address This is the name and email address of the person completing the form or should be contacted for technical information.
- □ Signature of CEO This is the name (printed) and signature of the Chief Company Executive

Section 2. PRELIMINARY ASSESSMENT INFORMATION

- 1) Total number of employees This is the total number of employees on your payroll as of the date you are submitting the information.
- 2) Percentage breakdown by race
 - Race This is the percent of the workforce broken out by racial classification, i.e,
 White, Black, Hispanic, Native American,
 Asian, etc. The total should add-up to 100%.
- 3) Percentage breakdown by gender
 - Gender This is the percent of the workforce that is female and male regardless of racial classification. The total should addup to 100%
- 4) Percentage breakdown by disability
 - Disabled This is the percent of the workforce that is certified disabled. The total should add-up to 100%
- 5) Muskegon county residents This is the percent of the workforce that actually reside in Muskegon County.
- 6) EEO/AA or Workforce Diversity Plan This question seeks to identify your documented efforts to ensure compliance with Civil Rights regulations.
- 7) Workforce change This seeks to identify additional staff as a result of the contract award.
- 8) Civil Rights complaints This seeks to identify any pending or outstanding complaints brought against the company for violations associated with Civil Rights.
- 9) Debarred This question seeks to identify sanctions placed on your company as a result of

being found noncompliant with the Civil Rights regulations by any governmental unit.

Section 3. WORKFORCE and SUBCONTRACT OPPORTUNITIES

☐ You should list any workforce and/or subcontract opportunities that might result from the award of this solicitation.

NO BID RESPONSE FORM

Muskegon County Purchasing Central Services Building, 1st Floor 141 E. Apple Avenue, East Entrance Muskegon, MI 49442

Fax Number: (231) 724-6593

We would appreciate you completing this form if you do not intend to respond to this request.

RIC	Number: Name of Bid:	Due Da	ite:
1.	Specifications are too tight, i.e., geared toward (explain below).	one (1) brand or Manufacturer only	Response
2.	Specifications are unclear (explain below).		
3.	We are unable to meet specifications.		
4.	Insufficient time to respond.		
5.	Our schedule would not permit us to perform with	thin the required time.	
6.	We are unable to meet bond requirements.		
7.	We are unable to meet insurance requirements		
8.	We do not offer this product or service.		
9.	Other (explain below).		
RE	MARKS:		
Cor	npany Name:		
Sig	nature:	_ Printed Name:	
Title		Date:	

BID CONDITIONS/INSTRUCTIONS TO BIDDERS

These conditions are an integral part of the request for bid and the supplier must comply with them.

Bid Submittals

Supplier must submit bid on this form and as requested. Supplier is requested to submit One (1) paper copy marked "Original" and One (1) digital file, such as a flash drive, DVD, or CD. If digital file is unavailable, One (1) paper copy marked "Original" and Two (2) paper copies marked "Copy" are also acceptable. Supplier should make a copy of bid for his or her file.

The supplier's name and address must appear on the outside of the envelope. The bid must be sealed. The supplier must clearly write the bid name and number on the outside of the envelope along with the supplier's business name.

All costs (including property taxes, interest, delivery, shipping, handling and all other costs) must be included in the total bid cost as stated on the Bid Summary page.

Bidders are to submit prices on the lines (spaces) provided on the Bid Summary page(s). Every line (space) must contain a numeric figure, zero (0) or line (-). Failure to complete the Bid Summary as stated above shall be cause for rejection of bid. (Remember to double check your addition, subtraction and multiplication.)

The delivery time or completion date, as stated in the bid form, shall be the time required to deliver and complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on the bid request, the bidder/offeror shall, unless otherwise stated by the County, show the delivery time for each item separately.

State anticipated delivery date:	·		
All prices must be FOB Destination	, unloaded inside and a	ssembled unless	otherwise indicated.

4. Invoices and Payment Terms

Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than ten (10) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

State terms of sale:	(2% 10 Days,	1-1/2% 10	Days, Net 30 Days, Etc.).
State the maximum time this bid will be in force	e		(Minimum 90 Days).

6. Specifications Inquiries

5.

If there are any questions concerning the specifications contained in this request for bids, please contact Max Bjorkman, Environmental Quality Supervisor at 231-724-1252 and/or bjorkmanma@co.muskegon.mi.us for Crossover vehicles and Jenna Blamer, WIC Supervisor at 231-724-1205 and/or blamerje@co.muskegon.mi.us for all wheel drive Sedan vehicle.

7. Bid Procedure Inquiries

If there are any questions regarding request for bids procedures, please contact the Purchasing Office at (231) 724-6281 or purchasing@co.muskegon.mi.us.

8. State manufacturer name and number where requested.

Brochures and Literature

Enclose brochure with bid, if available.

10. Supplier Samples

Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Supplier at the Supplier's expense. Samples of selected items may be retained for comparison purposes.

11. Insurance Requirements

The supplier should enclose with his or her bid an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of these bid. This must be furnished before the awarding of the bid and before the signing of any County/contractor agreements and/or work performed by the supplier.

12. Commission Privilege

The Board of Commissioners reserves the right to accept or reject any or all bid, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon..

13. <u>Legal Requirements</u>

Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bid and disputer about bid. Lack of knowledge by a supplier about applicable law is not a defense.

14. Forum Selection

Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court of the Western District of Michigan, if in Federal Court.

15. Execution of Counterparts

The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.

16. Entire Agreement

The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppels.

17. Bidder/Offeror Representation

Each bidder/offeror must sign the bid with his/her usual signature and shall give his/her full business address on the form provided in this Request for Bids.

Bid by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Bid by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

18. Subcontracting

No portion of this bid may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of this bid.

19. Assignment

Any purchase order awarded shall not be assignable by the supplier without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

20. Civil Rights

A. The supplier assures that in accordance with Title VII of the Civil Rights Act of 1964 (42U.S.C. 2000 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Regulations issued thereunder (45 CFR Parts 80, 84, 86, and 91); the Michigan Persons with Disabilities Civil Rights Act 220 of 1976, as amended; the Handicapper Business Opportunity Act, Public Act 112 of 1988 (MCL 450.791-45.795); the Qualified Service-Disabled Veteran-Owned Preference, Public Act 91 of 2005 and 133 of 2008 (MCL 18.261); the Americans with Disabilities Act, Public Law 101-336 of 1990 and the ADA Amendments Act public Law 110-325, and the Michigan Elliot-Larsen Civil Rights Act 453 of 1976 that no individual shall, on the grounds of membership in a protected class be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this supplier.

Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women, handicapper and disadvantaged business enterprises in contract solicitations. The supplier shall incorporate language in all contract awards: 1) prohibiting discrimination against minority, women, handicapper and disadvantaged businesses in subcontracting; and 2) making discrimination a material breach of contract.

- B. The supplier assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Sub-Part F.
- C. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Sub-Part A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

21. Alternates & Deviations

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlines on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Director of Finance & Management Services or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

22. Rejection of Bid

Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not call for, conditions, limitations or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

23. Award

The County shall award in compliance with the Purchasing Policy Guidelines. The following criteria may be considered by the County in selecting the most advantageous bid: a) Ability to perform the service required within the specified time; b) Conformance to specifications; c) The quality of

performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) Supplier references.

24. Bidder Arrears

No bid shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, bidders/offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.

25. Supplier/Bidder Complaints or Protests

The County of Muskegon has established administrative procedures for handling supplier's complaints in a fair and timely manner. Suppliers should observe the following steps in order to file complaints:

Step 1

The supplier must contact the Director of Finance & Management Services within seven (7) days of the incident about which he or she has a complaint. The Director of Finance & Management Services will reply verbally or in writing to the supplier after discussion with the County Administrator.

Step 2

If the supplier is dissatisfied with the Director of Finance & Management Services reply, an appeal must be made in writing within seven (7) days to the Muskegon County Board of Commissioners.

26. Material Safety Data Sheet

Each supplier shall provide the County of Muskegon with a complete copy of the U.S. Department of Occupational Safety and Health Administration, Material Safety Data Sheet, (Form OSHA-20) for each product you are using on the project, if hazardous materials are being used.

27. Errors/Omissions/Discrepancies

Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Director of Finance & Management Services as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

28. Bid Opening

Bids will be opened and read publicly in the Muskegon County Purchasing Department, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI at 2:00 P.M., prevailing time, Monday, September 9, 2013.

29. Telegraphic/Electronic Bid Submittal

Telegraphic and or bid offers sent by electronic devices (e.g. facsimile machines or electronic mail) are <u>NOT</u> acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by air freight, postal service, or other means.

30. Bid Changes

No late bids will be accepted.

Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void regardless of when they were mailed.

31. Purchase Order

A purchase order will be issued to the successful supplier after the bid has been awarded. The County of Muskegon shall not be responsible for any goods delivered or services performed without

a purchase order issued and signed by the Director of Finance & Management Services or an authorized representative.

32. Accelerated Pay Discounts

Accelerated discounts should be so stated on the bid form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

33. Bid Results

Suppliers who submitted a bid and who wish to know the results before the award, may visit the Michigan Intergovernmental Trade Network's (MITN) web site at www.mitn.info.

34. Taxes

Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Sales Tax Exemption Certificates for the County will be furnished upon request.

Federal Excise Tax: The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax free, or tax reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.

The County's Tax Exempt Certification is available for bidder viewing upon request at www.co.muskegon.mi.us/financeandmgt/pur forms.htm. The County's Federal ID # 38-6006063.

35. For the benefit of brevity, when the pronouns "he" or "his" / "she" or "her" are used, it is not intended to denote the gender of any person.

36. Exceptions

The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. *Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.*

37. Brand Names

Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit completion. The supplier may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the bid must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If bidder fails to name a substitute, goods identical to the specified standard must be furnished.

38. Ownership and Use of Documents

- a. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.
- b. The supplier will retain all of its records and supporting documentation relating to this agreement, and not delivered to the County, for a period of three years, except that in the event the supplier goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.

39. Termination for Convenience

Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the supplier. Muskegon County shall pay all reasonable costs incurred by the supplier up to the date of termination. However, in no event shall the supplier be paid any amount which exceeds the price bid for the work performed. The supplier will not be reimbursed for any profits which may have been earned up to the date of termination.

40. Termination for Default

When the supplier has not performed or has unsatisfactorily performed the contract or in the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of a supplier to fulfill the contractual obligations shall be considered just cause for termination of the contract. The supplier will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.

41. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequence fiscal year, the contract shall be canceled and the supplier shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

42. Rights and Remedies of County for Default

If any item furnished by the supplier fails to conform to specifications, or to the sample submitted by the supplier, the County may reject it. Upon rejection, the supplier must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the supplier fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the supplier the difference between the prices named in the purchase order and the actual cost to the County. If the supplier fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the supplier the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

43. Avoidance of Conflict of Interest and Confidentiality

The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

- a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.
- b. Contractor will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
- c. Supplier states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
- 44. Bid conditions/instructions to bidder, specifications/requirements may become part of a contract for this product/service.

45. Freedom of Information Act

Bid will be available for public inspection after the award announcement, except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the non-confidential portion of the bid. A bidder's designation of material as confidential will not necessarily be conclusive and the bidder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.

46. Debarment

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

47. Bidder Registration

Supplier registration, as well as the request for bid materials, is available on the Michigan Intergovernmental Trade Network's (MITN) web site at www.mitn.info.

48. Cooperative Bidding

Various municipalities (consisting of the County, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the supplier awarded the bid extend to members of the group the same prices bid in this bid. Each individual participating member will place their own orders and be responsible for paying their own invoices.

COUNTY OF MUSKEGON SUPPLY VENDOR'S INSURANCE REQUIREMENTS

PROOF OF INSURANCE

The vendor shall furnish the county with satisfactory proof of insurance (e.g. certificate of insurance, binder, copy of policy declaration page) prior to signing the vendor/county agreements.

REQUIRED COVERAGES

Liability policies shall include the county and its subsidiaries, departments, and agencies and their respective officials, officers, directors, employees, and agents named as Additional Insureds.

WORKERS' COMPENSATION

Coverage for its employees with statutory limits and Employers Liability coverage with limits of:

Coverage A - Compensation as required by Statute
Coverage B - Employer's Liability to \$500,000

COMMERCIAL GENERAL LIABILITY

Coverage on the standard ISO 1993 Form, which includes contractual liability, personal injury, broad form property damage, extended liability, and, where applicable, products liability coverage with coverage limits of:

Per Occurrence \$500,000

COMPREHENSIVE AUTOMOBILE LIABILITY

Coverage on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury and Property Damage,
Any One Accident or Loss \$500,000

- 1. The foregoing policies shall be evidenced by a certificate of insurance acceptable to the County. Such certificate shall be issued by an insurance carrier with an A.M. Best rating of "A-" or better and delivered to the County prior to the performance of any services hereunder. Such insurance certificate shall provide that the coverages evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County. Additional certificates, evidencing renewal of such policies during the time period they are required to be kept in effect, shall be delivered to the County no less than thirty (30) days prior to the expiration of the term of any required coverage.
- 2. Upon the request of the County, the Vendor shall deliver to the County copies of all policies listed in the foregoing paragraphs once a year, upon renewal, or upon procurement in the case of new or additional coverage, whichever occurs first. Claims-made policies shall not be acceptable to the County for any of the insurance coverages required herein.
- 3. The Vendor's indemnity obligation specified in Paragraph <u>C</u> of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.
- 4. Compliance by the Vendor with the requirements of this Article shall not relieve the Vendor from its indemnity obligation and liability pursuant to Paragraph <u>C</u> of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.

- 5. The Vendor agrees that the County shall have no responsibility to verify the Vendor's compliance with any insurance requirements contained in this Agreement or otherwise.
- 6. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to:

County of Muskegon Attention: Purchasing 141 E. Apple Avenue Muskegon, MI 49442

HOLD HARMLESS AGREEMENT

All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

SUBCONTRACTOR REQUIREMENTS

Vendor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Vendor's obligation to indemnify the County pursuant to this Agreement.

The Vendor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

CANCELLATION OR REDUCTION IN COVERAGE

Notice: In the event of a lapse or reduction in the required coverages, the Vendor shall cease operations and shall not resume operations until new insurance is in force.

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