

# COUNTY OF MUSKEGON PURCHASING POLICY



## MUSKEGON, MI

Policy #2003-478 -Revised: 01/29/13

## TABLE OF CONTENTS

	<u>Page No.</u>
<b>I. Mission Statement.....</b>	<b>3</b>
<b>II. Purchasing Policy Guidelines Overview .....</b>	<b>3</b>
<b>III. Purchasing Process/Cycle.....</b>	<b>4</b>
<b>IV. Quotation Process.....</b>	<b>8</b>
<b>V. Bid Process.....</b>	<b>9</b>
<b>VI. Proposal Process.....</b>	<b>25</b>
<b>VII. Bonds and Insurance Requirements.....</b>	<b>25</b>
<b>VIII. Vendors.....</b>	<b>26</b>
<b>IX. Contract Administration.....</b>	<b>27</b>
<b>X. Cooperative Purchasing.....</b>	<b>28</b>
<b>XI. State of Michigan Extended Purchasing Program.</b>	<b>28</b>
<b>XII. Disposal of Surplus Equipment/Vehicles.....</b>	<b>28</b>
<b>XIII. Disadvantaged, Minority and Women Business Enterprise.....</b>	<b>30</b>
<b>XIV. MATS Procurement.....</b>	<b>30</b>
<b>XV. DET/WDASOM Procurement.....</b>	<b>30</b>
<b>XVI. Muskegon County Airport Procurement.....</b>	<b>31</b>

## **I. Mission Statement:**

The mission of the Purchasing Office of the Finance and Management Services Department is the timely and efficient procurement of quality goods and services for use by Muskegon County departments and agencies at the lowest price.

## **II. Purchasing Policy Guidelines Overview:**

Budgeted expenditures of \$1,500.00 and less do not require a Purchase Order. Use of County issued purchase cards are encouraged for purchases at this level in accordance with the purchasing card policy.

Budgeted expenditures of \$1,500.01 to \$2,999.99 shall be secured through open market solicitation and, if practical, be based upon at least three (3) informal quotes. A purchase requisition is required with department's internal required approvals, which may include the Department Head, Elected Official or Court Administrator approval. Upon all required approvals, a purchase order will be sent to the vendor.

Expenditures between \$3,000.00 and \$24,999.99 require three (3) formal written quotations. Formal quotations are completed at the department level with the assistance of the Purchasing Office, if requested. Upon receipt of the formal quotations, a purchase requisition can be entered with department's internal required approvals, which may include the Department Head, Elected Official or Court Administrator approval. All supporting documentation, including the written formal quotes, must be attached to the purchase requisition request. Upon all required approvals, a purchase order will be sent to the vendor.

*Vendors who provide a valid e-mail address will receive an e-mail blast via the financial system for formal written quote requests.*

Expenditures expected to cost \$25,000.00 or more require competitive bids/proposals. The bid/proposals are completed by the Purchasing Office with the Finance & Management Services Director's approval and the approval of the Board of Commissioners. Upon the Board of Commissioners' approval, a purchase requisition can be entered with department's internal required approvals, including the Department Head, Elected Official or Court Administrator approval. It is the responsibility of the Department Head, Elected Official or Court Administrator to set internal approvals. Upon all required approvals, a purchase order will be sent to the vendor.

It is the responsibility of the Department Head, Elected Official or Court Administrator to set internal approvals.

*All purchases \$3,000.00 and over require the approval of the Purchasing Office staff prior to making the purchase of the product or service. Approval by the Purchasing Office will be made in accordance with the procedures set by the Finance and Management Services Director.*

### III. Purchasing Process/Cycle:

The purpose of the purchase order is to authorize the purchase of materials, supplies and services before they are acquired. All acceptable purchases in the name of Muskegon County will go through an approval process.

A. **Purchase Requisition:** The requesting department will initiate the purchase requisition and is responsible for the accuracy and adequacy of information supporting the request. Requests should be submitted early enough to have a purchase order or contract prepared, reviewed, and issued in time for the material or service to be obtained when needed. Due consideration must be given by the user department to the following points in making requests:

1. The kind of request being made - routine item, one requiring considerable research, one requiring competitive quotes or bids, and those requiring management or Board approval (\$25,000 or over);
2. Sufficient time must be allowed for the vendor to deliver the merchandise or perform the service; and
3. That there are many other departments making similar requests

All Department Heads, Elected Officials or Court Administrators should designate one or more employees as authorized Requisitioner with authority to prepare requisitions for the department.

The department is required to obtain approval from the appropriate source for the purchase of the materials, supplies and/or services.

B. **Purchase Order:** A purchase order will be prepared for purchase transactions above \$1,500.00 on the County's financial records system.

The purchase order serves as authorization to the vendor to furnish a product or service to the County. It is also used to encumber funds for purchases.

A purchase order will not be issued without an approved requisition from the ordering department. If needed, the purchase must have proper budget and/or Board approval before entering the requisition. All purchase orders will be approved depending on the approval levels, department guidelines and commodity.

C. **Special Purchase Commodities:** Certain commodities need special approval from other departmental staff prior to making the purchase of the product or service. This approval is to assure that products or services are compatible or meet the County standard. Some of these commodities are furniture, computer equipment/software, telecommunications equipment, carpeting, etc. The

department will need to get this approval from the appropriate staff person before a purchase order will be issued to the vendor.

- D. **Transportation & Delivery Charges:** All shipments are F.O.B. (Free On Board) destination, unless otherwise stated.
- E. **Sales Tax:** All purchases for use in County operations are sales tax exempt. If documentation is requested, a Michigan Sales and Use Tax Certificate of Exemption are available and can be obtained by contacting the Purchase Office.
- F. **Purchase Order Corrections:** A purchase order should not be corrected to change the name of the vendor. The existing purchase order has to be cancelled and a new one issued. Changes can be made under certain circumstances; such as:
  - 1. an error in extension or addition;
  - 2. an over or under shipment which the County is willing to accept; and
  - 3. an increase in the dollar amount which the County is willing to accept.

A change notice will be entered into the financial records system. The same approvals shall be required for each change order as are required for an original order based on dollar value. Upon all required approvals, a Change Notice Purchase Order will then be sent to the vendor.

- G. **Expediting the Purchase:** It is the responsibility of the department to follow up on all overdue or back-ordered purchase orders.

If the items or service ordered has not been received or performed, the user department will contact the vendor either by phone or email to ascertain the shipping date.

- H. **Return for Credit:** Return for credit or replacement if the goods delivered are not as ordered, obviously damaged, exceeds quantity, etc. The user department must notify the vendor immediately, as it is the using department's responsibility to negotiate and arrange return of the merchandise.

Depending on circumstances involved, disposition/alternatives to be considered include:

- 1. Vendor furnishes suitable replacement at no charge;
- 2. Vendor will re-invoice the County for negotiated price; and
- 3. Return to vendor for full credit.

- I. **Contract Order:** For purchasing purposes, a contract is a formal written agreement between the Board of Commissioners and a selected vendor, consultant or contractor for a particular purpose.

*All contract orders must have a copy of the signed contract attached to the requisition.*

All contracts committing the County, such as those with consultants, contractors, attorneys, physicians, first time lease, etc., must be reviewed by Corporate Counsel and the Board of Commissioners' authorization. Sometimes a request for proposal method is used for bidding this type of service and includes: a work statement or performance specifications; time frame in which the work is to be completed; specification criteria to be used in evaluating the proposal. (These criteria can cover the bidder's proposed approach to accomplish the work, management capability, and price.)

- J. **Emergency Purchases:** For the purposes of Muskegon County, an Emergency is defined as: *an unforeseen situation involving the breakdown of machinery and/or a threatened termination of essential services, including maintenance and repair of essential services, including maintenance and repair of essential office equipment, or a dangerous condition develops, or when supplies are needed for immediate use which may vitally affect the safety, health, property or welfare of the public.*

*In an Emergency situation, the County Administrator may authorize an Emergency Purchase, if \$25,000.00 or under, and waive the bid process in accordance with policy set by the Board of Commissioners.*

Although competitive bidding is desirable for most purchases, when an emergency arises, the normal procedure is too time consuming. For this reason, the County has adopted an Emergency Purchases Procedure. As a general rule, emergency purchases require authorization through the approval process.

- K. **Sole-Source/Non-Competitive Negotiation Purchases:** A sole-source/ non-competitive negotiation purchase, is the only acceptable vendor who is able to furnish a certain product or service after competition is determined inadequate.

Although technical assistance and documentation may be needed from the using department/agency, the Purchasing Office is responsible for making all sole-source determinations in accordance with the procedures set by the Finance and Management Services Director.

In doing so, at least one of the following circumstances must exist:

- a. The item is only available from a single source;
- b. There is unusual or compelling urgency or an emergency not permitting delay from competitive processes;
- c. After solicitation of a number of sources, competition is determined inadequate;
- d. There are patented or proprietary rights that fully demonstrate:
  - 1. A patented feature providing a superior utility not obtainable from similar products; or
  - 2. A product/service available from only one prime source, and not merchandised through wholesalers, jobbers, or retailers where the elements of competition could be encouraged.
- e. The item is an associated capital maintenance item that is procured directly from the original manufacturer or supplier as the only available source for such an item.

Care must be taken to avoid making sole-source purchases because there is a bias or preference for a particular product made by a particular company. Departments must look into the intended use of the item and assure that only one supplier is able to provide the item or service that will satisfy the intended use.

- L. ***Petty Cash Purchase Policy:*** The preferred method of payment for purchases less than \$1,500 is the use of a County issued Purchase Card. For vendors that do not accept Purchase Cards, or when the purchases amount is less than \$10.00, petty cash may be used. Only departments having petty cash expenditure authority may use petty cash for purchases of small-dollar value non-inventory items up to \$50.00 or less. All petty cash expenditures must be approved by an authorized department manager and supported by appropriately detailed receipts. The County Accounting Manager is responsible for the establishment of petty cash accounts as well as procedures for reimbursement of petty cash expenditures and replenishment of petty cash funds.
- M. ***Unauthorized Purchases:*** An employee that orders or purchases goods or services in an unauthorized or improper use in the name of Muskegon County, will be subject to disciplinary measures, up to and including discharge, and may be subject to civil/criminal prosecution consistent with applicable laws. The employee found to have initiated the transaction will be required to pay all costs associated to the unauthorized transaction.
- N. ***Notice to Vendors:*** The County policy is this: Any sale made to a County of Muskegon employee not authorized in advance of the purchase will not be honored for payment.

- O. **County Employees:** The County policy is this: *Any purchases made by a County of Muskegon employee not covered by a purchase order number obtained from the County Purchasing Office in advance of the purchase will not be covered by the County. This policy does not apply to small purchases made from approved petty cash funds or approved purchases made using a County issued P-card in accordance with the P-card policy.*
- P. **Personal Purchases:** Non-public purchases by employees of equipment or supplies through the County for personal use are prohibited. County employees are also prohibited from using the County's name or the employee's position to obtain special consideration in personal purchases.
- Q. **Environmental Purchasing Policy:** The County of Muskegon's Environmental Purchasing Policy is as follows:
1. Minimize the environmental impact due to manufacturing, utilizing, or disposing of products purchased by the County or its contractors;
  2. Encourage private sector development of more environmentally benign products and services by increasing demand for these products and services; and
  3. Provide a model for other public, private and non-profit organizations to make environmental criteria a component of their purchasing decisions by testing, using and promoting the use of environmentally preferable products.

In line with Muskegon County's efforts to promote products and practices which reduce our impact on the environment, bidders are encouraged to incorporate environmentally preferable criteria in as wide range of products and business practices as possible.

#### IV. Quotation Process

- A. **Informal Quotes:** The purpose of this section is to provide a uniform procedure for obtaining quotes for purchases between \$1,500.00 and \$2,999.99 which are classified as informal quotes. This solicitation for competition is usually for products or services and is obtained by the using department or Purchasing Office through the use of the following methods:
1. Non-advertised mail;
  2. Fax;
  3. E-mail; and
  4. Website

Generally, the receipt of three (3) informal quotes is the preferred amount prior to award.



B. **Formal Quotes:** Formal quotations are generally used for items with an estimated value of between \$3,000.00 and \$24,999.99. Formal quotations are completed at the department level with the assistance of the Purchasing Office if requested. All supporting documentation, including the three (3) written formal quotes, must be attached to the purchase requisition request. The Purchasing Office approves purchases at this level.

*It is the policy of the County that specifications are prepared that will insure competitive quotes whenever possible. Competition is so critical to public purchasing, it is essential that specifications be developed so that a sufficient number of competitive quotes will be received. Well written specifications will insure that the department is able to purchase what is needed, when it is needed, and at the lowest possible cost.*

*Vendors who provide a valid e-mail address will receive an e-mail blast via the financial system for formal written quote requests.*

V. **Bid Process:** The term *bid* is used to identify solicitations which represent major purchases (\$25,000.00 and over) by the County and which under County Purchasing Policy, require special or *formal* handling. Bids may require advertising in a newspaper of general circulation in Muskegon County and the West Michigan area. A public opening is required of all bids with at least one (1) other person as a witness. The bidding process also requires Board approval to initiate the bid process, as well as Board approval for vendor award.

Because of the scope of the contracts covered in the formal bid processes, the specifications, general terms and conditions and required award documentation, (written contracts, insurance certificates and bonds where required), are considerably more detailed and complex.

The bidding process is required when: The estimated expenditure is \$25,000.00 or more for the purchase of apparatus, supplies, materials, equipment, or construction and/or repair projects.

A. **Bid Document Components:**

The following are some of the components used to prepare the bid:

1. *Bid Invitation Cover Letter:* This states the product or services for which the County is requesting bids, the address, date, time the bid is due and bid request number.
2. *Bid Advertisement (if required):* A copy of the bid advertisement as it appeared in the Muskegon Chronicle.

3. *Bid Certification/ Non-Collusion Affidavit:* The bidder is to sign his or her name certifying they are abiding to all conditions of the bid and without collusion or fraud.

*Minority Supplier Certifications:* The bidder is to state if he or she has been certified by one or more agencies and is to provide supportive documentation upon request.

4. *Bid Summary:* This page is where the vendor is to enter the price(s) they are bidding along with the make, model, delivery time and any other applicable information if they are relevant to the purchase.

- a. 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 (-).

- b. Failure to complete the bid summary as stated shall be cause for rejection of bid.

5. *Addenda Summary:* This page is where the vendor is to enter addenda received after the release of the bid. The addendum number, date of the addendum and vendor initials are to be entered on this form.

6. *Bid Conditions/Instructions to Bidders:* This part of the bid package contains additional conditions other than the specifications with which the bidder must comply with. Some of these are requesting bid and performance bonds, enclosing insurance binders, complying with the prevailing wage rates established by the Michigan State Department of Labor Standards, etc.

7. *Bid Specifications:* Specifications are a clear and complete description of the essential qualities which products/services should have if they are to meet the acceptance purchase requirements of Muskegon County. A vendor must meet or exceed specification requirements if his or her goods or services are to be considered for purchase. The responsibility for review, evaluating, modifying and approving specifications remains with the Purchasing Office.

8. *References:* This page is for the vendor to furnish at least three (3) references from persons who can attest to the quality of similar prior work performed.

9. *Insurance Requirements:* Bids for any work performed on County-owned property will require the bidder to provide an insurance certificate stating the insurance coverage asked for in the bid. No purchase order will be issued or work will not be able to commence until the insurance certificate(s) are received by the County.

10. *No Bid Response Form*: A form, the vendors send to the Purchasing Office, to give justification as to why their company is not participating in the bid process. The form gives various reasons for not bidding.
11. *Responsible Engineering and Construction Contracting Documents*: These documents are used for the review and to evaluate bids received for construction contracting and engineering. The policy, #2007-512, pertaining to these documents was approved by the Board of Commissioners on October 9, 2007. The complete policy document is available on the Board of Commissioners' website.

**B. *Bid Conditions*:**

These conditions are an integral part of this bid, and the vendor must comply with them.

1. 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 with files no larger than 10MB each. 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 bid number on the outside of the envelope along with the supplier's business name.

2. All cost (including shipping, handling and all other costs) must be included in the total bid price 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.)

3. Delivery Date

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 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 assembled 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: \_\_\_\_\_ (For example: 2% 10 Days, 1-1/2% 10 Days, Net 30 Days, Etc.).

5. State the maximum time this bid will be in force \_\_\_\_\_ (Minimum 90 Days).

6. Specifications Inquiries

If there are any questions concerning the specifications contained in this request for bids, please contact **(Name/Title)** at (231) **(Phone)** and/or **(Email Address)**.

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](mailto:purchasing@co.muskegon.mi.us) .

8. State manufacturer name and number, if requested.

9. 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 this 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 reserve the right to accept or reject any or all bids, reserve all rights granted to it by law, reserve the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon.
13. Legal Requirements  
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 Representation  
Each bidder 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 Act 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 outlined 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 Finance & Management Services Director 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 called for, conditions, limitations or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of the 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 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 Finance & Management Services Director within seven (7) days of the incident about which he or she has a complaint. The Finance & Management Services Director will reply

verbally or in writing to the supplier after discussion with the County Administrator.

Step 2

If the supplier is dissatisfied with the Finance & Management Services Director 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 contractor and/or service provider shall be brought to the attention of the Finance & Management Services Director 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 Office, Central Services Building, 1<sup>st</sup> Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI at 2:00 P.M., prevailing time, **(Day/Date)**.

29. Fax/E-Mail Bid Submittal

Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines or electronic mail) are ***NOT*** 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 Finance & Management Services Director 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) website at [www.mitn.info](http://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. A Sales Tax Exemption Certificate 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. Certificate's 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](http://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 (3) 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 bid price 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 subsequent 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: i) Has an interest in the contract awarded; ii) Has been employed or retained to solicit or aid in the procuring of the resulting contract; iii) 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  
Bids 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, will 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) website at [www.mitn.info](http://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 in this bid. Each individual participating member will place their own orders and be responsible for paying their own invoices.

49. Mandatory Pre-Bid Meetings

A representative from the bidder's company is **required to attend** the mandatory pre-bid meeting. The representative must be in attendance of the meeting before the meeting is officially adjourned by the moderator in attendance. Failure to attend the mandatory pre-bid meeting will result in the bidder being disqualified from bidding.

A mandatory pre-bid meeting will be held at **(Location)** on **(Date)** at **(Time)**. Attendance at the meeting is **MANDATORY** for all General Contractors wishing to submit a bid on the project.

50. Bid Deposits

A certified check, cashier check, money order, or bid bond by corporate surety licensed to underwrite bids in the State of Michigan, in the amount of five percent (5%) of the amount of the bid, payable to the County of Muskegon, will be required with each bid.

51. Forfeiture of Bid Guarantees

In the event of the successful bidder refusing to enter into contract and bonds and proceed with the work or failing to execute the contract and bonds within ten (10) days after formal notification of award, a sum not to exceed five percent (5%) of the amount of the bid shall be forfeited to the County of Muskegon in lieu of performance and as liquidated damages.

52. Performance Bond

The successful bidder will be required to furnish a satisfactory performance bond in the amount of one hundred percent (100%) of the contract.

53. Prevailing Wage

Any construction, remodeling or repair contract over \$100,000.00 funded through state and/or local dollars will be required to meet prevailing wage rates as determined and published by the State of Michigan, Department of Licensing and Regulation, Wage and Hour Division.

Any construction, remodeling or repair contract with over \$2,000.00 of federal funds will be required to meet prevailing wage rates under the Davis Bacon Act as determined and published by the U.S. Department of Labor, Wage and Hour Division.

Successful bidders will be required to meet the terms and conditions for payment of proper rates and fringe benefits as outlined in the EEO Compliance section of the bid packet.

54. Rights and Remedies of County for Non-Payment of Prevailing Wage by Contractor or their Sub-Contractors

The County of Muskegon shall upon its own action or upon written notice of an authorized representative withhold or cause to be withheld from the Contractor, under this contract, further progress payments and/or retainers for non-payment of full prevailing wages as set forth in this contract to Suppliers, Sub-Contractors, their employees or employees of Contractor; shall be considered a material violation of this contract. In the event of failure to pay by the Contractor all or part of the wages required by the contract, the County may take action, after written notice as may be necessary to cause the suspension of any further payment or guarantee of funds until such violations have ceased and been corrected.

Contractors who are found to be in violation of non-payment to Suppliers, Sub-Contractor, their employees or employees of the Contractor may be debarred from doing further business with the County for up to five (5) years.

55. Payment Provisions for Suppliers and Sub-Contractors

The Contractor shall pay the Supplier and/or Sub-Contractor each progress payment and final payment with ten (10) working days after Contractor receives payment from the County for all completed and (approved) partially completed work.

56. Bid Award/Contract Renewal Option

The bid award/contract is for one (1) year with the option to renew for two (2) subsequent years, one year at a time, based on mutual agreement between both parties.

- C. ***Pre-Bid Meetings:*** Pre-bid meetings are an excellent way of increasing the possibility that the Purchasing Office and potential vendors will have a common understanding.

The pre-bid meeting is held *after* the solicitation to potential suppliers has been issued. The intent of the pre-bid meeting is to inform potential suppliers of the complex requirements of the quotation/bid/proposal package and for the suppliers to ask questions relating to the quotation/bid/proposal package. Clarifications to the bid may be provided at the conference so long as the specification or condition alterations are addressed as soon as possible. When a decision is made to make a change, all bidders are formally notified. A pre-bid meeting may be mandatory or optional in nature depending on the size and complexity of the quotation/bid/proposal package. Attendance at a mandatory pre-bid meeting is required in order for the supplier to bid on the product or service. The supplier may send a representative in their place should the main supplier be unable to attend the meeting. Notice of the meeting is included in the solicitation at the time of issuance. Vendors are required to sign an attendance sheet at a mandatory meeting.

- D. ***Bid Opening:*** It is the County's policy that all sealed bids and proposals for purchases, construction projects, and services be opened publicly and impartially by the Purchasing Office with at least one witness.

- E. ***Tie Bids:*** In the case of a tie bid or quote, with all other factors including pricing are considered equal, a coin toss shall be used to determine which of the tied bidders receive the award.

- F. ***Late Bids:*** Late bids will not be considered. All bids and proposals sent out by the County have wording on the cover page, advertisement page and in the conditions that *no late bids/proposals will be accepted.*

G. ***Modification and Withdrawal of Bids:***

i. ***Prior to Bid Opening:*** It is not uncommon for a bidder to make a mistake of serious enough consequence to require a modification to or a withdrawal of his/her bid. Such modification or withdrawal is easily handled if the bidder discovers his/her mistake prior to the scheduled time and date of opening. When such a mistake is discovered, the bidder will be permitted to withdraw his/her bid or to correct the error, without revealing the amount of the bid. Preferably, the bidder should be permitted to submit a corrected sealed bid or a notice of withdrawal before bid opening time.

ii. ***Following Bid Opening:*** If a mistake or error is discovered by the bidder *or* by the purchasing authority after the bid opening, the resolution is somewhat more complex. If the mistake is an obvious

one, the Purchasing Office has the obligation to call it to the attention of the bidder and to request a verification of his/her bid. If the bidder acknowledges the mistake and requests relief, the purchasing authority then should proceed in the following manner:

1. *Clerical Mistakes* - Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by the purchasing authority after verification is made by the bidder. Bidder is not allowed to change the total bid price submitted.
2. *Withdrawal* - Permission to allow a bidder to withdraw his/her bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is significant and obvious disparity between the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a no intentional error occurred. This proof may be in the form of original work papers, computations, etc. It is neither reasonable nor fair to enforce a bid which is so low that the bidder will incur severe losses if awarded the contract.
3. *Corrections* - The correction of mistakes other than clerical errors are not permitted. When there is no clear and convincing evidence of a mistake, the bidder will not be permitted to withdraw without prejudice or to correct his/her error. If he/she fails to enter into a contract, his/her bond or bid deposit should be forfeited.

H. ***Award Policy:*** It is a policy of the County of Muskegon that all bids/proposals in the amount of \$25,000.00 or more are awarded by the Board of Commissioners. Awards under the amount of \$25,000.00 may be awarded by the requesting Department Head after conferring with the Purchasing Office.

The Board of Commissioners reserves the right to accept or reject any and all bids or quotes, 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.

I. ***Bid Waiver:*** Certain purchases of \$25,000.00 or more may be acquired through a bid waiver from the County Board of Commissioners or the Administrator. This bid waiver must be obtained in a written form and sent to the Purchasing Office with the purchase requisition.

**VI. Proposal Process:** *Request for Proposals* may be the method used to purchase professional or consultant services where price is not the most important factor. In this method, the price of the service may be negotiated with the best qualified firm.



The policy and procedure for the *Proposal* is similar to the bidding process. Please refer to the section on the Bid Process.

**VII. Bonds and Insurance Requirements:** To help assure a project will be completed in accordance with the construction/project requirement contract, a number of bonds may be required as part of a bid or proposal package.

County construction projects and some highly technical projects over the amount of \$100,000.00 and Federal construction contracts in excess of \$2,000.00 may have some sort of bonding requirement that will be determined by the Purchasing Office.

**A. Types of Bonds:**

1. *Bid Bond* - The bid bond is required as part of the bid or proposal submitted to the County at time of opening for:
  - a. Construction, alteration, maintenance, repair of any public work or structure or high technology contracts.

A bid bond is submitted from each bidder equivalent to five (5%) percent of the bid price. The *bid guarantee shall* consist of a commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

2. *Performance Bond* - secures the faithful and complete performance on the part of the contractor for one hundred (100%) percent of the contract price. A *performance Bond* is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
3. *Payment Bond* or *Labor Bond* - on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.
4. *Material Bond* - Insures property/equipment used in the contract. All bonds shall be submitted to the County at least ten (10) days prior to the commencement of work under the contract.
5. *Retaining of Bid Bond* - The bid bond will be retained by the County for those bidders who are the top three recommended vendors until the award has been made by the Board of Commissioners at the full board meeting.
6. *Return unnecessary Bid Bond* - Because guarantees have a financial impact on proposers as long as they are in effect, unused bid

guarantees should be returned to proposers as soon as it is determined that they have no reasonable chance of winning the contract.

- B. ***Insurance Requirements:*** Insurance requirements add protection for the County. Insurance requirements and Hold Harmless Agreements are intended to verify the financial responsibility of vendors and contractors to protect the public from injuries or damages arising out of the negligence of vendors and contractors, and protect the assets of the County, and the interest of its employees, resulting from such negligence of vendors and contractors. Insurance requirements are included in all solicitation at the recommendation and approval of the Risk Management Office.

**VIII. Vendors:** Vendor Registration, as well as the request for proposal/bid materials is available on the Michigan Intergovernmental Trade Network's (MITN's) website. Vendors who submit a proposal/bid and wish to know the result before the award may visit the MITN website.

- A. ***Application Contents:*** The MITN Vendor Registration requests information such as: Company mailing address, telephone and fax numbers, contact information, bank reference, website and email addresses, type of business, miscellaneous company information, commodity listings and other related information.

- B. ***Removal or Suspension from Vendor/Bidder's List:*** The Finance Director may recommend removing or suspending any bidder from the bidder database from bidding, provided evidence is available for such action. Should a department have a complaint about a vendor, the department should notify the Purchasing Office in writing. The Finance Director will then review the complaint and determine the course of action. The bidder will be given formal notice of such removal or suspension.

- C. ***Cause for Removal or Suspension:*** The following shall be sufficient grounds for removal or suspension. The list is not meant to be all inclusive, but serves as a guideline for vendor discipline and business ethics:

1. Delivery of commodities, equipment or services which do not comply with the specifications.
2. Failure to make delivery or complete a project in the time specified on the contract or purchase order.
3. Failure to keep the offer firm for ninety (90) days after the date and time set for opening bids.
4. Failure to provide a performance bond when required by the Invitation for Bid, following the award of a contract or purchase order.
5. Collusion with other bidders or prospective bidders to restrain competitive bidding.
6. Failure to accept orders offered that are based upon firm bids.

7. Failure to make applicable adjustments or replacement of damaged goods or services.
8. Failure to honor warranties and guarantees on products delivered.
9. Giving information on the application for placement in the bidder's database which is false or misleading.
10. Failure to follow administrative procedures set forth in this manual.
11. Any violation of the laws of the State of Michigan or the Federal Government.

D. ***Reinstatement into the Vendor Database:*** At any time after the vendor receives notice of removal or suspension, the vendor may submit in writing or in person an explanation of the circumstances which were cause of removal or suspension or may show that such circumstances have been corrected. On the basis of such explanation or showing, the Purchasing Office may modify or rescind the removal or suspension.

The Purchasing Office will also be responsible for reinstating vendors to the database only after the vendor has satisfactorily demonstrated to Purchasing that the reasons they were removed will not happen again in the future. *Example: when a printing supplier has constantly failed to meet delivery in the past, but has added another press and personnel to run the press so they can meet deliveries.*

**IX. Contract Administration:** Contract administration refers to the management of post-award activities to insure that the contractor's performance is in accordance with contractual commitments and that all obligations and requirements of the county and applicable statutes are fulfilled.

The following Contract Administration policies will be applied to all post-award activities, unless such activities are governed by other State and/or Federal statutes and/or regulations.

- A. ***Areas Included:*** The following are areas included in contract administration:
1. Follow-up and expediting contracts and purchase orders.
  2. Inspecting and testing products.
  3. Negotiation of changes and modifications.
  4. Administering terminations or cancellations.
  5. Settlement of claims, controversies and disputes.
  6. Invoice processing.
  7. Assuring compliance with special provisions; such as, performance and payment bond requirements and insurance requirements.
- B. ***Contract Amendments/Change Orders:*** Contract amendments/change orders shall be used whenever it becomes necessary to change the contract/purchase order, cost and/or fees, statement of work, completion dates or any other mutually agreeable change to the contract/purchase order. All contract

amendments must be executed in writing by the authorized representative of the contractor and the Department Head, Elected Official or Court Administrator or department representative and may require the approval of the Board of Commissioners.

- X. Cooperative Purchasing:** The purpose of cooperative purchasing is to seek lower price through combined requirements and larger volume and reduce duplications of work done in such areas as preparing specifications, solicitation of bids and award of contracts.

Most Quotation/Proposal/Bid Conditions state the following:

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. Each individual participating member will place their own orders and be responsible for paying their own invoices.

- XI. State of Michigan Extended Purchasing Program:** A wide variety of State of Michigan contracts are available to the County of Muskegon agencies under the Extended Purchasing Program. Participation in this program requires an annual membership fee to be paid to the State of Michigan.

- XII. Disposal of Surplus Equipment/Vehicles:** The Finance and Management Services/Purchasing Office is responsible for disposal of County equipment, supplies and vehicles which are declared surplus. The disposition of surplus equipment, supplies, and vehicles must be authorized and approved by the County Board of Commissioners prior to disposition.

**A. Methods of Disposal:** Once the decision has been made that the materials and/or equipment have no further use by the county; but there may be monetary value that can be obtained through proper disposal techniques, one of the following methods may be used:

1. *Public Auction:* to conduct an effective public auction, there must be a sufficient quantity and variety of material to attract interested buyers. An advertisement may be run in a public newspaper. Provisions for an auctioneer and other administrative staff necessary to conduct the role must be obtained in advance.
2. *Sealed Bids:* when the quantity of equipment is not sufficient to justify a public auction, then the sealed bid method of disposal is probably the most practical. A list of potential buyers should be compiled for contact and for receipt of the Request for Bid. The equipment/vehicles to be sold should be properly displayed to allow easy access for

interested buyers. Specifications for the RFB will be prepared by Purchasing and the bid package will contain the condition and location of the items being sold, as well as other administrative details; such as the opening of bids date, payment method, etc. An advertisement may be run in the public newspaper to alert potential buyers of the sale.

3. *Trade-Ins*: disposal of material through trade-in is another option that may be used, particularly when new equipment/vehicle(s) are being purchased. This method should not be utilized unless it is documented to be economically advantageous. Several vendors should be contacted to see if there is a demand for the equipment/vehicle(s) being traded-in and the current market value. This determination shall be made by the Finance and Management Services Director in consultation with the affected department.
4. *Scrap*: in the event the equipment/vehicle declared surplus is of no value because of a deteriorated condition which renders it useless, it shall be declared scrap and disposed of by whatever means is in the best interest of the County.
5. *Online Auction Sites*: disposal of material through an online auction site is another option that may be used, particularly when equipment has been discontinued and it is in the County's best interest to dispose of in this manner.

**XIII. Disadvantaged, Minority and Woman Business Enterprises:** The County of Muskegon actively encourages Disadvantaged Business Enterprises (DBE's), Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) to participate competitively in county procurement actions. Those enterprises are defined as follows:

A Disadvantaged Business Enterprise (DBE) is a for-profit business entity where socially and economically disadvantaged individuals own at least a 51 percent interest and also controls management and daily business operations.

A Minority Business Enterprise (MBE) is a for-profit business entity in which 51 percent or more of the voting shares and interest in the business is held by minority individuals, and that the minority owner(s) has an acceptable level of management, investment and control of the company, is involved in the day-to-day operations of the business and has the power to make policy decisions. An individual will be classified as a minority if that person is either African-American, Hispanic, Native American, Alaskan Native, Asian or Pacific Islander.

A Women Business Enterprise (WBE) is a for-profit business entity in which 51 percent or more of the voting shares and interest in the business is held by a female(s) and that the female(s) has an acceptable level of management, investment and control of the company, is involved in the day-to-day operations of the business and has the power to make policy decisions.

A firm may be classified as more than one enterprise.

**XIV. MATS Procurement:** The Muskegon Area Transit System (MATS) receives federal and state operating and capital assistance. As the designated recipient, the County of Muskegon is required to comply with various rules and regulations established by the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT) as a condition of receiving this assistance.

In order to comply with federal and state regulations and to incorporate County purchasing procedures, the Muskegon Area Transit System maintains additional procurement policies and procedures.

**XV. DET / WDASOM Procurement:**

***Purpose and Scope***

The Department of Employment and Training (DET) receives Federal and State operating and capital assistance. As the designated recipient, the County of Muskegon is required to comply with various rules and regulations established by the Workforce Development Agency, State of Michigan (WDASOM) as a condition of receiving this assistance.

***Responsibility***

The DET procurement function is the responsibility of the Muskegon County Finance and Management Services Director, who oversees the Purchasing Office. The Finance and Management Services Director is in charge of daily operations of the Purchasing Office and serves as DET's Contracting Officer.

**XVI. Muskegon County Airport Procurement:**

***Purpose and Scope***

The Muskegon County Airport receives federal and state capital assistance. As the designated recipient, the County of Muskegon is required to comply with various rules and regulations established by the Federal Aviation Administration (FAA) and the Michigan Department of Transportation (MDOT) as a condition of receiving this assistance.

In order to comply with federal and state regulations and to incorporate County purchasing procedures, the Muskegon County Airport will follow County purchasing procedures and the Federal Aviation Administration's Airport Improvement Project guidelines when making purchases that are funded by federal and state grants.

***Responsibility***

The Muskegon County Airport procurement function is the responsibility of the Muskegon County Finance and Management Services Director, who oversees the Purchasing Office. The Finance and Management Services Director is in charge of daily operations of the Purchasing Office and serves as Muskegon County Airport's Contracting Officer.