

MUSKEGON COUNTY

M I C H I G A N

BOARD OF
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March 4, 2010

BOARD AND CARE OF IMPOUNDED DOGS
REQUEST FOR BIDS
RFB 10-1733

Vendor

The Muskegon County Board of Commissioners invites your bid on Board and Care of Impounded Dogs for the 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 3:00 P.M., prevailing time, Thursday, March 18, 2010.

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

No late bids will be accepted.

Joseph W. Siedenstrang
Accounting Manager



DEPARTMENT OF FINANCE AND MANAGEMENT - PURCHASING • 141 E. APPLE AVENUE • MUSKEGON, MI 49442-3404
231.724.6281 • FAX 231.724.6593 • purchasing@co.muskegon.mi.us • www.co.muskegon.mi.us

An EEO / ADA Employer

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BOARD AND CARE OF IMPOUNDED DOGS
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The Muskegon County Board of Commissioners invites your bid on Board and Care of Impounded Dogs for the Muskegon County Public Health Department.

Bid request forms are available in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI 49442 or the Muskegon County Purchasing website at www.co.muskegon.mi.us/financeandmgt/pur_cs.htm. Bids are due in the Purchasing Office, no later than 3:00 P.M., prevailing time, Thursday, March 18, 2010.

No late bids will be accepted. The Board reserves the right to accept or reject any or all bids, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon. 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, Subpart A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

Joseph W. Siedenstrang
Accounting Manager

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 the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, all bid prices and certify that I am authorized to sign for the bidder.

Vendor: _____

Street Address: _____

City/State/Zip Code: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

Web Site: _____

Signature: _____

Signer's Name Printed: _____

Title: _____

Date Certified: _____

BID SUMMARY

All cost (including dog food, water, shelter, other humane treatment items, shelter licensing, cage space, shipping, handling and all other costs) must be included in the total yearly and per animal prices, as applicable.

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 multiplication.)

Yearly Cost for Providing Office Hours, Dog Food, Water, Shelter, Other Humane Treatment, Animal Shelter Licensing, Rabies Vaccinations (If Needed), Reporting, Etc. For 4-7 Day Dog Stays As Per Specifications 1. a-e on Page 12:

\$_____ / Per Year

Per Animal Cost for Providing Cage Space for Quarantine, Veterinary Services, Space and Refrigeration for Biological Samples, Etc. for 10 Day Quarantine Provided for Animals Suspected of Having Rabies As Per Specifications 2. a-c on Page 12:

\$_____ / Per Animal

Per Animal Cost for Providing Housing and Care, Etc. for Animal Neglect Cases or Cruelty Cases for Undetermined Dog Stays (Could be Months) As Per Specifications 3. on Page 13:

\$_____ / Per Animal

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 CONDITIONS/INSTRUCTIONS TO BIDDERS

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

1. Bid Submittals

Vendor must bid on this form and as requested. **Vendor must submit three (3) copies of bid; One copy marked “Original” and two copies marked “Copy”**. Vendor should make copy of bid for his or her file. The vendor’s name and address must appear on the outside of the envelope. The bid must be sealed. If the bid was downloaded from the internet, the vendor must clearly write the bid name and number on the outside of the envelope along with the vendor’s business name.

2. All cost (including dog food, water, shelter, other humane treatment items, shelter licensing, cage space, shipping, handling and all other costs) must be included in the total yearly and per animal prices 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 Start 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 a bid request, the bidder/offeror shall, unless otherwise stated by the County, show the delivery time for each item separately.~~

State anticipated ~~delivery~~ start 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 _____ .

5. State the maximum time this bid will be in force _____ (Minimum 60 Days).

6. Specification Inquiries

If there are any questions concerning the specifications contained in this Bid Request, please contact Ted Sietsema, Environmental Health Protection Coordinator at (231) 724-4436.

7. Bid Procedure Inquiries
If there are any questions regarding bid procedures, please contact the Purchasing Office at (231) 724-6281.
8. ~~State manufacturer's name and number where requested.~~
9. Brochures and Literature
Enclose brochure(s) with bid, if available.
10. Vendor Samples
Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
11. Insurance Requirements
The vendor 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 vendor.
12. Commission Privilege
The Board of Commissioners reserves the right to accept or reject any or all bids, 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. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bid and disputes about bids. Lack of knowledge by a vendor about applicable law is not a defense.
14. 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 bid.

Bids by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Bids 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.
15. 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.

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

17. Civil Rights
A. The Vendor assures that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d 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 by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this Vendor.

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

B. The Vendor assures that it meets the requirements of the Americans with Disabilities Act, Public Law 101-336, enacted July 26, 1990.

C. The Vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.

18. 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 Accounting Manager or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

19. 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 bid.

20. Award
The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the bid. 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) Vendor references.
21. Bidder/Offeror Qualifications
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/offers 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.
22. Vendor/Bidder Complaints or Protests
The County of Muskegon has established administrative procedures for handling vendor's complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:
- Step 1
The vendor must contact the Accounting Manager within seven (7) days of the incident about which he or she has a complaint. The Accounting Manager may request the vendor to present the complaint in writing if it is serious and/or the vendor is requesting a delay of the purchase award.
- The Accounting Manager will investigate the complaint and review all findings with the County Administrator. The Accounting Manager will reply verbally or in writing to the vendor after discussion with the County Administrator.
- Step 2
If the vendor is dissatisfied with the Accounting Manager's reply, an appeal must be made in writing within seven (7) days to the County Administrator or the Muskegon County Board of Commissioners.
23. Material Safety Data Sheet
Each vendor 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 this project, if hazardous materials are being used.
24. 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 Accounting Manager 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.

25. Bid Opening
Bids will be opened and read publicly in the Muskegon County Purchasing Office, Central Services Building, 1st Floor, 141 E. Apple Avenue, East Entrance, Muskegon, MI at 3:00 P.M., prevailing time, Thursday, March 18, 2010.
- No bid award will be made at the time of the opening.
26. Telegraphic/Electronic 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 airfreight, postal service, or other means.
27. 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.
28. Purchase Order
A purchase order will be issued to the successful vendor after the bid has been awarded by the Muskegon County Board of Commissioners. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued and signed by the Accounting Manager or an authorized representative.
29. 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.
30. Bid Results
Vendors submitting bids who wish to know the results before the award is made, may visit the website at <http://www.co.muskegon.mi.us/financeandmgt/bidtabulations.cfm> , call the Muskegon County Purchasing Office at (231) 724-6281, or visit the office. After the award is made, the bid results will be posted on the Muskegon County Purchasing website.
31. 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. Exemption Certificates for County Sales Tax 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.
http://www.co.muskegon.mi.us/financeandmgt/pur_forms.htm
The County's Federal ID # is 38-6006063.

32. 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.
33. 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.
34. 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 competition. The vendor may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the quote 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.~~
35. 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 vendor 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 vendor 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.
36. 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 vendor. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits which may have been earned up to the date of termination.
37. Termination for Default
When the vendor 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 vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.

38. 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 vendor 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.
39. Rights and Remedies of County for Default
If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor 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 vendor 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 vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor 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 vendor 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.
40. 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. Vendor 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.
41. Bid conditions/instructions to bidders, specifications/requirements may become part of a contract for this product/service.
42. 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.

43. 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.
44. Bidder Registration
If the successful bidder is not registered with the County of Muskegon as a vendor, the bidder will be required to complete a vendor registration in order to be awarded the bid. If the awarded bidder does not submit the completed registration to the Purchasing Office within 48 hours of its being notified of the award, the County may determine that the bidder shall be deemed not responsive and not be considered for an award.
- If the vendor is a DBE (Disadvantaged Business Enterprise), the vendor is encouraged to complete the Unified Certification Application and become a certified vendor with the County of Muskegon.
45. 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.~~
46. 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 vendor awarded the bid extend to members of the group the same prices quoted in this bid. Each individual participating member will place their own orders and be responsible for paying their own invoices.
47. Bid Award/Contract Renewal Option
The bid award/contract is for one year with the option to renew for two subsequent years, one year at a time, based on mutual agreement between both parties.

BID SPECIFICATIONS

DUTIES TO BE CONTRACTED

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

Ted Sietsema, Environmental Health Protection Coordinator at (231) 724- 4436

Public Health

1. The housing for stray or homeless dogs that were not licensed and/or where running at large in violation of the Dog Law of 1919 which come into the custody of the Animal Protection Society (APS) by the County. Dogs impounded for 2007: 1,887; for 2008: 1,768; for 2009: 1,547; for 3 year average: 1,734.
 - a. The APS needs to maintain suitable office hours for the convenience of the public and for the purpose of transacting business in connection with the duties listed in the final agreement and for the purpose of receiving dogs from the County or redemptions of impounded animals.
 - b. The APS must provide food, water, shelter or other humane treatment and care for such dogs while they are in the possession of the APS during the reclaim period specified in MCL 287.388 (*4 or 7 day hold period depending upon identification found on dog*). After the reclaim period, the APS is to take final custody of the animal and make the determination whether to adopt, transfer or humanely euthanize the dog.
 - c. The APS must maintain an animal shelter license and comply with all sections of Act 287 of 1969 (Pet Shops, Dog Pounds and Animal Shelters). The APS must also comply with any other applicable State statute or local ordinance (if applicable) pertaining to the care and adoption of dogs.
 - d. The APS will ensure that all dogs adopted have a current rabies vaccination and will also sell licenses for those dogs, if the owner resides in Muskegon County.
 - e. The APS must provide a report detailing the disposition of all dogs dropped off to the shelter by the County by the 15th of the following month.
2. The APS will need to provide cage space as needed for quarantine of animals that need to be observed by the Health Department for rabies. Estimate of 30 animals quarantined at Vector Control per year.
 - a. Access must be provided to the shelter for Public Health – Muskegon County staff assigned to this duty.
 - b. The APS will need to provide veterinary services for animals that Public Health has determined need to be tested for rabies.
 - c. The APS will also provide space and the necessary refrigeration for biological samples that need to be sent to the lab. Access must be provided to the shelter for Public Health – Muskegon County staff assigned to the duties of sending the sample to the lab.

Law Enforcement

1. The APS will need to provide housing and care for animals that are evidence in cases involving animal neglect or cruelty laws per the Muskegon County Sheriff's Department.

REFERENCES

The vendor 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: _____
Phone No.: _____

2. Company Name: _____
Street Address: _____
City/State/Zip Code: _____
Contact Person: _____
Phone No.: _____

3. Company Name: _____
Street Address: _____
City/State/Zip Code: _____
Contact Person: _____
Phone No.: _____

COUNTY OF MUSKEGON
SERVICE VENDOR'S INSURANCE REQUIREMENTS

A. 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 County/Vendor agreements.

B. 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	\$1,000,000
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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	\$1,000,000
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UMBRELLA OR EXCESS LIABILITY

Per occurrence	\$1,000,000
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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 C 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 C 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:

The County of Muskegon
Attn: Purchasing
141 East Apple Avenue
Muskegon, MI 49442

C. 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.

D. 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.

E. 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.

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**

Complete this form if you do not intend to respond to this request. Failure to do this may result in your firm being removed from our bid list for this commodity.

Bid Number: _____ **Opening Date:** _____

Name of Bid: _____

1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only (Explain below). _____
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 within 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. Remove us from your bidder's list for this particular commodity or service. _____
10. Keep our name on your bidder's list for future reference. _____
11. Other (Specify below). _____

REMARKS:

Company Name: _____ **Date:** _____

Signature: _____ **Printed Name & Title:** _____