



**FISCAL SERVICES DEPARTMENT
PURCHASING DIVISION**
Calvin Brinks, Manager

*Kent County Administration Building, 300 Monroe Avenue N.W., Grand Rapids, Michigan 49503-2289
Phone: (616) 632-7720 • Fax: (616) 632 -7715 • Email: purchasing@kentcountymi.gov*

REQUEST FOR QUOTATION (RFQ) STANDARD TERMS AND CONDITIONS

INQUIRIES

Questions regarding this solicitation are to be submitted on the Bid Opportunities page of the Kent County Purchasing Division's website by clicking the "inquiries" icon for this solicitation posting.

From date of issuance to the award announcement, all communication (including requests for information, comments, speculation, etc.) regarding this solicitation between Kent County and the Respondent or any of their individual members, shall be formal and only with the Kent County Purchasing Division. Formal communication shall include, but not be limited to: (1) general inquiries, (2) pre-submission written questions and answers, (3) site visits, and (4) addendums addressed to contact information provided.

Kent County reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing, or not respond to the inquiry at its sole discretion. Kent County's decision to respond or not respond to an inquiry shall not be the basis for a protest of award.

Opportunity to submit questions is provided until forty-eight (48) hours (excluding Saturday and Sunday) before Request for Proposal, Request for Information and Invitation for Bid opening times and twenty-four (24) hours (excluding Saturday and Sunday) before Request for Quote and Reverse Auction opening times. It is the Respondent's sole responsibility to monitor all inquiries (including those submitted by other respondents and published by Kent County on Kent County's website) to properly prepare for this solicitation.

It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

ADDENDUMS AND RESPONSES TO INQUIRIES

Addendums will only be published on the Bid Opportunities page of the Kent County Purchasing Division's website.

Published responses to inquiries or Kent County published comments on the Bid Opportunities page of the Kent County Purchasing Division's website are hereby incorporated into the solicitation specifications in lieu of an addendum.

It is the Respondent's sole responsibility to monitor the website until forty-eight (48) hours (excluding Saturday and Sunday) before the scheduled opening for addendums or posted responses to inquiries to properly prepare for a Request for Proposal, Request for Information or Invitation for Bid solicitation

and twenty-four (24) hours (excluding Saturday and Sunday) for a Request for Quote or Reverse Auction solicitation.

INTENT

The intent of these specifications is to promote a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

STANDARD TERMS AND CONDITIONS

Kent County reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a Respondent's submission. No attempt to modify Kent County's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by Kent County. The Purchasing Standard Terms and Conditions are located on the Vendor Resources page of the Kent County Purchasing Division's website.

Each payment obligation of Kent County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services or product performed herein, either party may terminate the agreement at the end of the period for which funds are available. Kent County shall notify the other party at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Kent County Purchasing Division.

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Kent County encourages and solicits participation of qualified minority and women businesses consistent with the principle of utilizing the most highly qualified and competitive firms.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, OSHA compliance and specifically the training requirement for individuals and contractors working in correctional facilities that is found in the Prison Rape Elimination Act ("PREA") 42 USC Sec 15602.

The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

Freight Terms: F.O.B. Destination, Freight Paid.

Kent County is tax exempt. A copy of the Tax Certificate of Exemption is posted on the Vendor Resources page of the Kent County Purchasing Division's website.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the County may be receiving funds from or through the Federal Government and that such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the County that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the County shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Vendor Resources page of the Kent County Purchasing Division's website. Document "Insurance Requirements, Standard" applies to all responses other than professional services. Document "Insurance Requirements, Professional Services" applies to professional services.

The County is primarily seeking responses which meet the solicitation specifications. Responses which do not meet these specifications will be considered if the response is marked "Alternate", the deviations from the specifications are clearly noted, and detailed alternate specifications are included to allow sufficient evaluation. In case of dispute concerning the true intent and meaning of the specifications, the County shall interpret the same, and this interpretation shall be accepted by the Seller.

If the Respondent chooses to submit an alternate, it shall be the Respondent's responsibility to demonstrate that the substitute equals or exceeds brand name item specified in all relevant aspects and it must be provided at the time of submission. When a solicitation contains a specification which states no substitutes, no deviation will be permitted and the Respondent will be required to furnish articles in conformity with that specification.

Termination For Cause: Should contracted Respondent fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in emergency situations, Respondent shall have 5 calendar days to cure a breach of the Contract (the "Cure Period") following issuance of County written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the County to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the County shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

Although it is the intent to contract with one provider, Kent County reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by Kent County to be in its best interest to use alternate sources.

Termination Without Cause: Notwithstanding any other provision, at any time and without cause, Kent County shall have the right, in its sole discretion, to terminate the contract by giving sixty (60 days) written notice.

Assignment: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

MICHIGAN FREEDOM OF INFORMATION ACT

The Michigan Freedom of Information Act (FOIA) provides the public body with five (5) business days to respond to the request with a provision for an additional ten (10) day extension. The Kent County Purchasing Division may request an extension for any FOIA request received during a solicitation process. The FOIA Request Form for Purchasing is located on the Freedom of Information Act (FOIA) Requests page of Kent County's website under Online Services.

Prior existing contract pricing may not be indicative of the current bid specification.

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after staff has evaluated it, or fifteen (15) business days after the opening date, whichever comes first.

Kent County cannot assure that any of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. Kent County is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

REQUEST FOR QUOTATION SUBMISSION

To be considered, complete submissions must be received in the Kent County Purchasing Division, 300 Monroe Avenue, NW, Grand Rapids, MI 49503 no later than the due date and time specified (local time).

Kent County is not responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing Division (or any other designated area) shall serve as the official authority to determine lateness of any proposal. Under no circumstances shall submissions delivered after the time specified be considered. The decision to refuse or consider a submission that was received beyond the date/time established shall not be the basis for protest.

Submissions may be submitted electronically by selecting the "Submit Online" icon on the Requests for Bids, Proposals & Quotes page of the Kent County Purchasing Division's website unless the website states "Hard Copy Delivery Only." Submissions may be submitted via fax to 616-632-7715 or via e-mail to purchasing@kentcountymi.gov if on submission form furnished. Submissions not on submission form furnished may be deemed nonresponsive at Kent County Purchasing's discretion.

Kent County confirms website responses by email following successful submission. The Respondent is responsible to view the confirmation to confirm their submission is received and accessible. Contact the Kent County Purchasing Division prior to solicitation due date/time if confirmation is not received by the Respondent.

The time required to upload attachments following submission may vary. The Respondent assumes all risks associated with electronic submission (including all possible technical issues) and deems the County and its service provider harmless and without fault, regardless the reason.

Sales and Marketing material beyond the scope of this request will not be used to determine award and is not desired. Marketing materials, brochures, business cards, pamphlets, etc. will not be considered or retained.

The Respondent's submission must include any contract which Kent County may be asked to sign. Kent County reserves the right to present its own contract document in lieu of accepting the standard offered by the Respondent.

The Respondent certifies that the response submitted has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the Respondent to any other Respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the due date and time.

Kent County is not liable for any costs incurred by any prospective Respondent prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

A submission shall constitute an irrevocable offer for a period of thirty (30) days from the due date or until the date of award, whichever is earlier. In the event that an award is not made by Kent County within thirty (30) days from the due date, the Respondent may withdraw his/her submission or provide a written extension of his/her response.

Each submission must be signed by a person authorized to sign contracts on the behalf of the Respondent. The name of the person signing must be followed by title.

Submissions not meeting this criterion may be deemed non-responsive.

EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

Kent County reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Staff to be assigned to this project must participate in this presentation unless otherwise waived by Kent County. The presentation may be followed by a question and answer session.

Kent County reserves the right at its discretion to waive irregularities of this solicitation process.

In the event of extension errors, the unit price shall prevail and the Respondent's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the

Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

Any errors, omissions or discrepancies in the specifications discovered by a prospective Respondent shall be brought to the attention of the Kent County Purchasing Division as soon as possible after discovery. Further, the Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

Kent County, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to Kent County. Kent County, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award. Kent County reserves the right to reject any and all submissions as a result of this solicitation.

Kent County reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, Kent County reserves the right to include that discount as part of the award criterion. Prices 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.

Award notifications are posted on the Solicitation Status Page of the Kent County Purchasing Division's website. It is the Respondent's responsibility to monitor the website for status updates.

Kent County appreciates the interest, effort, and time spent in responding to this solicitation.