

KENT COUNTY STANDARD SUBMISSION TERMS

Inquiries

From date of issuance to the award announcement, any and all communication regarding this solicitation 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.

Inquiries are to be submitted and viewed on the [Bid Opportunities](#) page of the Kent County Purchasing Division's website by clicking the "Inquiries" icon for this solicitation posting. Kent County reserves the right to respond to any inquiry, respond directly to the inquirer with or without publishing, or not respond to the inquiry at its sole discretion.

Addendums

Addendums are published on the [Bid Opportunities](#) page of the Kent County Purchasing Division's website and is in addition to published responses to inquiries. Published responses to inquiries or Kent County published comments are hereby incorporated into the solicitation specifications in lieu of an addendum. In event of a conflict, the addendum prevails.

It is the Respondent's sole responsibility to monitor all inquiries, addendums or posted responses to inquiries (including those submitted by others) to properly prepare for this solicitation until twenty-four (24) hours (excluding Saturday and Sunday) before Request for Quote and Reverse Auction opening times and forty-eight (48) hours for Request for Bids, Proposals and Requests for Information.

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.

Freight Terms

F.O.B. Destination, Freight Paid

Tax Exempt

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.

Insurance

Insurance requirements are posted on the [Vendor Resources](#) page of the Kent County Purchasing Division's website.

Contractual Considerations

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.

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.

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.

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 five (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.

Errors & Omissions

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. Respondent shall not be allowed to take advantage of any errors, omissions or discrepancies.

Availability of Funds

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.

Michigan Freedom of Information Act

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. Any information submitted as part of or peripheral to the Respondent's submission will not be kept confidential including any submissions marked confidential or copyright protected.

Michigan Iran Economic Sanctions Act

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.

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.

Withdraw of Submission

Submissions may be withdrawn by written request only if the request is received on or before the due date/time. Kent County is not liable for any costs incurred prior to the award of a 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.

Collusion

Respondent certifies that the response submitted has not been made or prepared in collusion with any others and the prices, terms or conditions thereof have not been communicated by or on behalf of the Respondent to any other Respondent. 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.

Evaluation

Kent County reserves the right to request additional information after the submissions are received. Respondents may be requested to make an oral presentation, at the Respondent's expense, as part of the evaluation process.

Based on the solicitation requirements and criterion set forth in the solicitation, Kent County at its sole discretion reserves the right to reject any or all submissions, or award to the Respondent deemed most advantageous, while reserving the right to weigh other factors in the decision. Kent County reserves the right to waive irregularities of the solicitation process or award by line item when applicable.

Kent County appreciates the interest, effort, and time spent in responding to this solicitation. It is the Respondent's responsibility to monitor the website for status updates and award notices posted on the [Solicitation Status](#) page of the Kent County Purchasing Division's website.