



REQUEST FOR PROPOSAL

RFP 132013

Bay County Animal Control Vehicle

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR VENDOR LIST.

DATE OF REQUEST	OCTOBER 10, 2013
REFERENCE PROPOSAL NUMBER	RFP 132013
PROPOSED DATE/TIME REQUIRED	OCTOBER 22, 2013 10:00 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	“ANIMAL CONTROL VEHICLE” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

The Bay County Purchasing Division on behalf of the Bay County Animal Control Division is accepting proposals for ½ Ton, 4x4, V-8 truck capable of supporting an eight (8) foot animal transport unit; this unit will be purchased separately.

EQUIPMENT SPECIFICATIONS:

This ½ ton GM vehicle is to conform to the following specifications:

- Model year 2013
- 4 WD
- 5.3L V-8 SFI engine
- Standard Cab
- Long Box
- Air-conditioning
- No power options necessary
- Cruise Control
- HD towing package
- Automatic lock-out hubs
- Power Steering
- Power Brakes
- Standard mirror package
- Large capacity fuel tank, minimum thirty (30) gallons
- Heavy Duty Battery
- Five (5) radial mud/snow tires
- Cloth Seats
- Rear Step bumper
- Transmission oil cooler
- Indicator gauges
- Hi-lo transfer case
- Color: Dark Blue but other options may be considered

REQUIREMENTS OF BIDDER:

1. All bids must be good for one-hundred twenty (120) days after the previous stated proposal date.
2. Bids will only be accepted on the attached form. Please attach specification sheet and color options. **(SEE ATTACHMENT A)**
3. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(SEE ATTACHMENT B)**
4. Business Information. Each bidder is requested to complete the attached business information forms. This attachment will not cause the bid to be rejected but the awarded vendor will need to submit this information prior to the purchase order release. **(See Attachment C)**

GENERAL INFORMATION:

- E. ADDENDA: All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. CONTACT INFORMATION: To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
5. RESPONSIBILITY: Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 8th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

6. INSURANCE: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.

- c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the contractor's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$1,000,000 each occurrence and mandatory \$2,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The contractor has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, may be requested by the County prior to commencement of the project.

SUB-CONTRACTORS: If the Contractor should subcontract any part of the project to a third party, contractor shall ensure that such third party shall carry similar insurance before commencing work. Upon County or owner's request, Contractor shall promptly furnish evidence of insurance for any such third party doing work for or under contractor.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan.

- 7. COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of this response. The County assumes no contractual obligation because of the issuance of the RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. The County will not be contractually bound until the County and the successful Bidder have executed a written contract for performance of the work.
- 8. PROPOSAL DELIVERY: Proposals must be returned no later than **October 22, 2013, @ 10:00 A.M.** in a sealed envelope clearly marked "**Bay County Animal Control Vehicle**" --- **Deliver to the Purchasing Office immediately**. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 8th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

- 9. NON-DISCRIMINATION: In the performance of the bid, bidder agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight and marital status, physical or mental disability. Bidder further agrees that every contract or subcontract entered into for the performance of this bid will contain a provision requiring non-discrimination in employment, as specified here, binding upon each contractor or sub-contractor. This covenant is required pursuant to the Elliot-

Larsen Civil Rights Act (MCL 37.1201 et seq.) or the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) And any breach of this provision may be regarded as a material breach of the contract or subcontract.

10. **BID OPENING:** There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
11. **BID REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.
12. **BID AWARD:** In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County.
13. **CONTRACT:** The County's award of any bid is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contracts of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within this time period, the county may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's proposal.

14. **DISPUTES:** In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain from the Purchasing Office, a Bid Protest Form, which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 8th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, within ten (10) working days from the date of the notice of intent to award.
15. **QUESTIONS:** All questions about this RFQ must be directed in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Office of the Bay County Executive
Bay County Building,
515 Center Ave
4th Floor,
Bay City, MI 48708-5128
(989) 895-4130
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave
8th Floor
Bay City, MI 48708-5128
(989) 895-4037
[Email: mooref@baycounty.net](mailto:mooref@baycounty.net)

This proposal process will be conducted in conformity with the Bay County Purchasing Policy.

BID SUMMARY

Vehicle Type	Year	Quantity	Base Cost	Other Related Costs*	Total Cost of Vehicle
		One (1)			

***Please detail other related costs:**

Item	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Warranty Information: Years _____ Miles _____

Coverage: _____

Please state anticipated delivery date assuming an order date of November 12, 2013: _____

CERTIFICATION

The individual signing below certifies:

- E. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.

- 2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.

- 3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.

- 4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.

- 5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

BUSINESS INFORMATION