



**GENESEE COUNTY ROAD COMMISSION
REQUEST FOR QUOTE
VENDOR MANAGEMENT INVENTORY (VMI)
ITEM #70 - WHELEN LIGHTING**

REQUEST FOR QUOTE

(This is not a sealed bid)

The Genesee County Road Commission is accepting quotations for **VMI WHELEN LIGHTING**.

BID DUE DATE: Monday, September 21, 2020 @ 11:00 a.m.

General bidding questions can be answered by Tracy Khan, Finance Director, at (810) 767-4920 ext. 227.

SUBMISSION AND RECEIPT OF BIDS

This Request for Quote MUST be emailed or faxed. The email address is klittles@gcrc.org and the fax number is (810) 767-4405.

NO LATE BIDS WILL BE ACCEPTED.

The contract period will be for three (3) years from date of acceptance and may be renewed for twelve (12) months, for two (2) renewal periods. Such extension shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

GENESEE COUNTY ROAD COMMISSION BUDGET YEAR IS OCTOBER 1ST THRU SEPTEMBER 30TH

General Requirements:

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Prices quoted shall not include Federal or State taxes. The Genesee County Road Commission will furnish the successful bidder with tax exemption certificates upon request.

The Genesee County Road Commission reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the Genesee County Road Commission will be solely responsible for determining acceptable performance levels. The Genesee County Road Commission reserves the right to re-award the contract to the second most qualified quote, re-quote the contract or do whatever is deemed to be in its best interest.

The Genesee County Road Commission may modify the QUOTE prior to the deadline for submission of proposals by issuance of an addendum to all parties who have been furnished the Bid for proposal purposes. The Genesee County Road Commission officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the Genesee County Road Commission is to become a registered vendor by visiting the MITN website. Final bid results will be emailed to all vendors that submitted a bid after award.



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All bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening or the award, whichever comes first, except for the successful proposer whose prices are to remain firm for the term of the blanket purchase order.

No Quote will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Genesee County Road Commission upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the Genesee County Road Commission.

Award of Purchase Order:

The Genesee County Road Commission reserves the right to reject any and all quotations, and to waive any defect or irregularity in quotes.

The Genesee County Road Commission reserves the right to accept and separate item in the quote; and to accept the quote that in the opinion of the Genesee County Road Commission is to the best advantage and interest of the public we serve.

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the Genesee County Road Commission with not only price but also availability of product, location and quality of product considered.



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SPECIFICATIONS

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TYPE OF CONTRACT:

If a contract is executed as a result of the bid, it stipulates a fixed price for products/services. **The contract period will be for three (3) years from date of acceptance and may be renewed for twelve (12) months, for two (2) renewal periods.** Such extension shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Renewal shall be subject to approval by the Genesee County Road Commission Board of Commissioners each period. Once renewal option is exhausted, the Contract must be rebid.

The Genesee County Road Commission retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Genesee County Road Commission reserves the right to accept any or all alternative proposals and award a contract to other than the lowest proposer, to waive any irregularities or informalities or both; to reject any or all proposals; to subdivide the award, and in general to make the award of the contract in any manner deemed by Genesee County Road Commission, in its sole discretion, to be in the best interest of Genesee County Road Commission.

Any price increase must include backup documentation from the manufacturer as to the nature of the increase and shall be submitted to the Genesee County Road Commission Purchasing Department at least 30 days prior to the scheduled price increase.

DESCRIPTION OF WORK: Below are the specification requirements for furnishing **VMI ITEM #76 - VOLVO PARTS**. The Contractor shall meet **the following specifications and requirements, and all related, required materials and accessories.**

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME: If and wherever, in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the Genesee County Road Commission that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the Road Commission. If samples should be requested, such samples must be received by the Genesee County Road Commission no later than seven (7) days after formal request is made.

The Genesee County Road Commission reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.



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**SPECIFICATIONS AND SCOPE OF WORK
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- 1.0 The item quantities listed on the Bid Sheet are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.
- 2.0 **Whelen Lighting** will be purchased and stocked on consignment to the specified Genesee County Road Commission department. Vendor will conduct an on-site inventory a minimum of one (1) time per month and shall rotate safety supplies as standards or update changes. All prices quoted by Vendor shall be FOB Destination and shall include all handling or other charges.
- 3.0 If you are not selected as the prime supplier, would you be willing to serve as a standby (secondary) supplier under the terms and conditions and pricing of your bid? Please circle your choice? YES _____ NO _____
- 4.0 All items quoted must be in compliance with the attached specifications. In the event Vendor takes exception to any of the terms, the vendor must indicate those exceptions on company letterhead and attach them to this invitation to Bid. Vendor shall identify excepted term by page number and paragraph.
- 5.0 Upon request of the Genesee County Road Commission, the successful bidder shall, at his own expense, provide the services listed below with no limit as to the number of times requested. Submit with your bid with a summary as to how you will accomplish the following:
 - 1. Fleet Survey of **Whelen Lighting**
 - 2. Fleet Analysis of **Whelen Lighting**

For example:

Equipment Description	Part #	Stock Level	Number for Consignment
500 Series Super-LED Lighthouse (Amber)	5VA03ZAR	1	

- 6.0 The successful Vendor after award shall notify the Genesee County Road Commission Purchasing Coordinator in writing the code(s) used by the manufacturer(s) in determining the manufactured date, (not date of shipment). Further, the Vendor shall explain where on the **Whelen Lighting** the code(s) are located.
- 7.0 The **Whelen Lighting** are to be supplied under this Contract shall be new and free from all defects; re-manufactured, second-hand, like new safety supplies, are not acceptable. The Genesee County Road Commission may elect to change the type of and/or add **Whelen Lighting** by written notice, during the term of the Contract.
- 8.0 Every **Whelen Lighting** shall be warranted to be free from defects in workmanship and materials and to give satisfactory service under normal operating conditions during its life.
- 9.0 All **Whelen Lighting** failing during the warranty period shall be returned in accordance with the Manufacturer Warranty Program. Vendor must provide a warranty sheet or for all safety supplies. Such warranty sheet shall be included in the bid package.
- 10.0 Vendor will deliver **Whelen Lighting** to the location listed below:

**GENESEE COUNTY ROAD COMMISSION
Equipment Department – Stockroom
211 W. Oakley Street
Flint, MI 48503**



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- 11.0 Vendor must provide with bid a current Manufacturer’s **Whelen Lighting** Catalogue with cross references.
- 12.0 Vendor will be responsible for establishing initial inventory and maintaining inventory at the location listed above.
- 13.0 Vendor must provide a detailed Scope of Work, Warranty and Terms & Conditions. Scope of Work and Terms & Conditions are subject to the review and approval of the Genesee County Road Commission. In the event of conflicting Terms & Conditions, the Genesee County Road Commission’s terms submitted in the Invitation to Bid shall prevail. Vendor must clearly identify any conflict with Terms & Conditions by denoting them on the same page where the conflicting Terms & Conditions appear.

14.0 Person(s) to contact for placing orders:

Name	Phone Number

- 15.0 Quantities are estimated unit counts, based on the past year's expenditures.
- 16.0 It is the intent of the Genesee County Road Commission to contract with one (1) supplier to provide **Whelen Lighting** as specified herein. However, the Genesee County Road Commission may make partial or complete awards to Vendors whichever is in the best interest of the Road Commission.
- 17.0 Vendor shall provide actual cost to the Genesee County Road Commission for the items specified below. The Genesee County Road Commission will review the quoting of substitute items. Should Vendor be unable to quote product identified in the specified list, Vendor should write “N/A” or “No-Bid” in the Price column. The Genesee County Road Commission may add or delete items from this list as it deems appropriate and in the best interest of the Road Commission.
- 18.0 The Vendor shall provide all consignment parts to Genesee County Road Commission within 7 days from time of purchase. The vendor will be excused from this in the event of Natural Disasters (snow storm, tornado, etc). If the vendor cannot meet this timeframe, they must contact the Genesee County Road Commission immediately. The Genesee County Road Commission reserves the right to purchase parts outside the bid to continue operation.

PRICE INCREASE: Contract prices are not subject to increase unless there is a written notification sixty (60) days prior to price increase and proof of increase from manufacturer.

No charges may be billed to the Genesee County Road Commission unless such costs were explicitly included in the bid. Bidder will incur any costs not explicitly included in the bid and/or mutually agreed to in writing by the Genesee County Road Commission Purchasing Office.

The Genesee County Road Commission reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the Road Commission.

If rejected, either party may terminate the contract in accordance with the provisions of **TERMINATION OF CONTRACT** as included herein.



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TERMS AND CONDITIONS OF AGREEMENT

- 1) Assignment/Transfer:** Assignment or transfer of this contract without written consent of the Genesee County Road Commission (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Proposal unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) Payment Terms:** Payment will be Net 30 days unless otherwise specified by the Genesee County Road Commission.
- 5) Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 6) Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) Invoices:** Invoices for services are to be submitted on the first week of the month. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 8) IRS Form W-9:** Seller must have on file with the Genesee County Road Commission an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 10) Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 11) Termination:** When in the Genesee County Road Commission's best interest, the Genesee County Road Commission may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the Genesee County Road Commission agrees that the Contractor shall be paid for items and/or services already accepted by Genesee County Road Commission, but in no event shall the Genesee County Road Commission be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.



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TERMS AND CONDITIONS OF AGREEMENT

12) Waiver of Breach: No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.

13) Records and Right to Audit: Whenever the Genesee County Road Commission enters into any type of contractual arrangement including but not limited to lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at during normal business working hours. The Genesee County Road Commission's representative or an outside representative engaged by Genesee County Road Commission may perform such audits. The Genesee County Road Commission or its designee may conduct such audits or inspections throughout the term of this contract and for a period of one year after final payment or longer if required by law.

a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Genesee County Road Commission's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the Genesee County Road Commission in connection with rite contractor's dealings with the Genesee County Road Commission (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with the Genesee County Road Commission's policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.

b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the Genesee County Road Commission from time to time whenever requested in an expeditious manner any and all such information, materials and data.

c. The Genesee County Road Commission's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

14) Complete Agreement: The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.



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15) Liability and Indemnity: Contractor agrees to protect, defend, reimburse, indemnify and hold the Genesee County Road Commission, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the Genesee County Road Commission is solely at fault.

16) Records: The Genesee County Road Commission reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.

17) Insurance: The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the Genesee County Road Commission with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.

18) Noncompliance: Failure to deliver in accordance with specifications will be cause for the Genesee County Road Commission to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.

19) Protection of Resident Workers: The Genesee County Road Commission supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The Genesee County Road Commission shall have the right to terminate the contract if the Genesee County Road Commission determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.

20) Non-Discrimination Clause: The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers.

21) Subcontracting: The use of a subcontractor is subject to the written approval of the Manager Director and Attorney of the Genesee County Road Commission of the Genesee County Road Commission.



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TERMS AND CONDITIONS OF AGREEMENT

22) Termination of Contract:

- a. The contract can be canceled by the Genesee County Road Commission upon giving thirty (30) days written notice to the Seller with no penalty to the Genesee County Road Commission or Seller. The Seller shall fill all Genesee County Road Commission requirements submitted to the Seller until the termination date contained in the notice.
- b. The Genesee County Road Commission requires the Seller to continue to provide the items and services at the firm fixed (non- adjusted) cost until the termination of the contract term then in effect.
- c. If the Genesee County Road Commission, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the Genesee County Road Commission reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the Genesee County Road Commission for a state period of time.
- d. If the Genesee County Road Commission does agree to adjusted costs, these adjusted costs shall not be invoiced to the Genesee County Road Commission until the Seller receives notice in writing signed by a person authorized to bind the Genesee County Road Commission in such matters.

REFERENCES: During an analysis of all quotes, the Genesee County Road Commission may request vendor to supply a list of three (3) references to which like services or materials have been supplied by vendor. If requested, references should include name of firm, address, telephone number and name of representative. To expedite this process, we recommend that you provide references.

REFERENCES
(ONLY FOR NEW VENDORS THAT HAVE NEVER SUBMITTED A QUOTE TO GENESEE COUNTY ROAD COMMISSION)

Vendors shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the Genesee County Road Commission.

Provide a list of three (3) customers to whom the vendor has provided same or similar services and/or materials during the past three (3) years.

Name	Address	Phone #	Contact Person
1.			
2.			
3.			



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SCHEDULE B

DAMAGE LIABILITY AND INSURANCE

INSURANCE: The Contractor shall comply with the following:

A. INDEMNIFICATION

The Contractor shall save harmless, indemnify and defend in litigation the County of Genesee, the Board of County Road Commissioners of the County of Genesee, the Genesee County Road Commission, and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of and to completion of the work.

B. WORKER'S COMPENSATION INSURANCE

The Contractor shall certify before the execution of the contract that the Contractor carries Worker's Compensation Insurance.

C. BODILY INJURY AND PROPERTY DAMAGE

The before execution of the contract, shall file with the Genesee County Road Commission copies of completed certificates of insurance, as evidence that he Contractor carries adequate insurance, satisfactory to the Genesee County Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

1. BODILY INJURY AND PROPERTY DAMAGE OTHER THAN AUTOMOBILE

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

This insurance shall include, but not be limited to, coverage for:

- a. Underground damage to facilities due to drilling and excavating with mechanical equipment.
- b. Collapse or structural injury to structures due to blasting or explosions, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.

2. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY AUTOMOBILE

Unless otherwise specifically required by special provisions, the minimum limits of and bodily injury liability and property damage liability shall be:

BODILY INJURY LIABILITY

Each Person	\$ 500,000
Each Occurrence	\$1,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence	\$1,000,000
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COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Each Occurrence	\$2,000,000
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SCHEDULE B

DAMAGE LIABILITY AND INSURANCE

3. THE REQUIREMENTS FOR 1 AND 2 ABOVE MAY BE MET THROUGH AN UMBRELLA POLICY

4. OWNER'S PROTECTIVE LIABILITY

Bodily injury and property damage protection, including general supervision of work performed shall be extended to the County of Genesee, the Board of County Road Commissioners of the County of Genesee, and the Genesee County Road Commission and all agent and employees thereof and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.

D. NOTICE

The Vendor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Genesee County Road Commission. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Genesee County Road Commission, in writing, immediately of any cancellation or reduction in the insurance coverage.

The Vendor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Genesee County Road Commission, in writing, the following:

1. A 30-day prior notice of any insurer initialed cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

E. REPORTS

The Contractor or the Contractor's insurance carrier shall report to the Genesee County Road Commission claims received, inspections made and disposition of claims. The Genesee County Road Commission will withhold the final estimate or reserve until either the contractor pays the claim or until final disposition of the claim by the Contractor's insurance company has been received by the Genesee County Road Commission.

Hold Harmless

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the Genesee County Road Commission, its elected and appointed officials, employees and volunteers and others working in behalf of the Genesee County Road Commission against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Genesee County Road Commission, its elected and appointed officials, employees, volunteers or others working in behalf of the Genesee County Road Commission by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Contractor Signature)

Company Name (Printed)

(Dated)



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**VMI BID SHEET
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The following proposal is for furnishing and delivering **VMI ITEM #70 – WHELEN LIGHTING**, in accordance with your “Notice to Bidders and Specifications”.

Part#	Model #	Description	Unit Cost
68-2161803-AOB	HGDOMEHA	1200 Series Lens (Amber)	\$
06-180842-072 M		Base, Strobe Model 800/Austin	\$
11-760897-001 E		Collar, Mounting 800/Austin	\$
502000AR		500 Linear Strobe Amber	\$
68-3963228-10		Lens, 500 Series Non Optic Amber	\$
13-062C50-16J 0		Screw, Grommet, #6/#8	\$
39-0403013-04		Strobe 3-Pin Connector (Male)	\$
39-0403023-04		Strobe 3-Pin Connector (Female)	\$
46-0350635-00		Shielded Three Conductor Strobe Wire (Per Ft)	\$
L21HAP	L21E	Super LED Beacon High Dome (Amber) Combo Mount	\$
<i>ALL LED lights have a 5-year warranty.</i>			

Total \$ _____

Exceptions to Specifications (if more space is required, please attach additional sheets):

Terms: _____ Warranty _____

Company Name: _____



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**VMI BID SHEET
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The bidder(s) affirms that he/she is duly authorized to execute this bid, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder(s) and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the bidder(s) has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

It is further understood and agreed that the entirety of this bid document, and such other special provisions and supplemental specifications is a part of this contract and are to be followed in the delivery of products, services and/or performance.

The submission of a bid hereunder shall be considered evidence that the bidder is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Genesee County Road Commission in accordance with the requirements of the Genesee County Road Commission as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

SIGNATURE

DATE

NAME (TYPE WRITTEN OR PRINTED)

TITLE

LEGAL NAME OF VENDING COMPANY

TELEPHONE NUMBER

FACSIMILE NUMBER

EMAIL ADDRESS

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE



**GENESEE COUNTY ROAD COMMISSION
REQUEST FOR QUOTE
VENDOR MANAGEMENT INVENTORY (VMI)
ITEM #70 - WHELEN LIGHTING**

**VENDOR MANAGEMENT INVENTORY AGREEMENT
Page 1 of 4**

This Agreement dated _____, 2020 by and between _____,
a _____ corporation ("Company"), located at _____,
_____, and **Genesee County Road Commission**, located at 211 West Oakley Street, Flint,
Michigan ("Consignee"), is made with reference to the following facts and circumstances:

- A. Company is engaged in the distribution, sale and service of hydraulic components, parts and supplies (the "Products").
- B. Consignee desires to purchase Products, on a consignment basis, on the terms and conditions described in this Agreement.

IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

CONSIGNMENT:

Company shall ship to Consignee on consignment, such quantities and styles of Products as Consignee and Company, in its discretion, may determine. This Agreement does not include special order, phase-out, or non-stocking goods.

CONSIGNMENT INVOICES:

Company shall send a consignment shipper invoice at the time of shipment for all components. This method of invoicing is followed for mutual convenience and is not to be construed as a sale of Products.

ACCEPTANCE OF POSSESSION AND SALE:

Consignee shall accept possession of the Products on consignment, and shall purchase the Products at the consignment shipper/consignment bid price as determined in the above paragraph hereof from time-to time as the Consignee shall determine in order to meet Consignee's requirements. Purchase of the Products shall occur when:

- 1. Products are installed for any purpose by the consignee.
- 2. Products are used, tested, modified, painted, or altered
- 3. Components or assemblies are not kept in exactly the condition as when supplied by the Company.
- 4. Components or assemblies, or a portion of them, have been removed or altered.

As long as the Product has not been altered, as set forth in subparagraphs one (1) through four (4) above, the Company shall accept a return of unused Products without a payment obligation.

EXPENSES:

Once Consignee receives possession of the consigned Products, Consignee shall be liable for and shall pay all expenses thereto, including all expenses of storing and insuring the Products.



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OWNERSHIP OF PRODUCTS:

Ownership of Products shipped and consigned to Consignee shall remain in Company at all times until the Products are paid for in full, at which time ownership shall pass directly from Company to the Consignee. Similarly, ownership of the proceeds of all Products sold shall vest in and remain in Company until Consignee accounts for and remits Company's share of the proceeds.

RISK OF LOSS:

Consignee shall assume all risk of loss for damage to or destruction of the consigned Products from any cause whatsoever from the time Consignee receives possession of the Products until purchased or returned to Company.

RETURN OR RETRIEVAL OF GOODS:

At all times consigned Products shall be subject to Company's direction and control. On Company's demand for any unused Products consigned to Consignee under this Agreement, Consignee shall promptly arrange Products to be picked up by Company. Such demand may be made in the sole and absolute discretion of the Company, for any reason or no reason, including, without limitation:

1. A change in the management of the Consignee.
2. The suffering of a casualty loss by the Consignee.

If Consignee finds any consigned Products to be unusable, Consignee may return them to Company with Company's prior verbal consent. Consignee shall arrange for the return of any consigned Products that are unusable. The Company shall have the option to retrieve consigned Products prior to usage by the Consignee and prior to payment of the invoices.

RECORDS:

Consignee shall keep accurate records showing:

1. All Products received from Company on consignment with the consignment invoice price.
2. All consigned Products remaining on hand
3. All Products return to Company and credits therefore.

Consignee shall allow Company's representatives to have access to such records, and on demand shall permit company at reasonable times to inventory the consigned Products in Consignee's possession. Consignee can review the quantities and products stocked after a year. Company may also take a physical inventory on an as needed basis.

ACCOUNTING AND REMITTANCE:

Consignee shall remit payment to Company, within thirty (30) days of being invoiced for the used consigned products.



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**VENDOR MANAGEMENT INVENTORY AGREEMENT
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INSURANCE:

Consignee shall keep the Products insured at full consignment invoice price against damage, destruction, and loss of every kind while the Products are in Consignee's possession.

ASSIGNMENT:

This Agreement is for the personal benefit of Consignee and, therefore, is not transferable or assignment on the part of Consignee.

INTEGRATION:

This Agreement is the entire agreement between the parties. This Agreement cannot be changed or amended except by written agreement signed by both parties. No oral agreement, representation, custom or practice will be effective to change, alter or modify the written terms and conditions set forth in the Agreement.

CONTROLLING LAW:

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Michigan.

SEVERABILITY:

In the event any provision(s) of this Agreement should be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remainder of this Agreement, and this Agreement shall be construed in force as if said illegal or invalid provision(s) have never been inserted herein.

HEADING:

The headings preceding each paragraph of this Agreement are inserted for convenience only, and are not to be deemed to constitute a part of this Agreement.

BINDING:

This Agreement shall insure be binding upon the heirs and successors of both parties.

VENUE:

By execution of this Agreement, the parties consent to venue in Genesee County, Michigan, of any action brought to enforce the terms of this Agreement or to collect any monies due under it.



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AGREEMENT BEGINNING DATE:

The consignment of products will begin _____, 2020 with products in possession of consignee on this date. Company and Consignee will meet at this time to re-evaluate the products carried and quantity levels.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

COMPANY

CONSIGNEE

Genesee County Road Commission

By:
Its: President

By:
Its: Manager Director

**The Board of County Road Commissioners
Of the County of Genesee, Michigan**

Chairperson

Vice-Chairperson

Commissioner

Commissioner

Commissioner



**GENESEE COUNTY ROAD COMMISSION
REQUEST FOR QUOTE
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EQUAL EMPLOYMENT OPPORTUNITY COMMISSION COMPLIANCE FORM

Please go to our website to access EEO Plan Instructions and Form at www.gcrc.org
These completed forms must be emailed to the Ruth Laberge at rlaberge@gcrc.org.

The successful bidder or supplier must have an approved Equal Employment Opportunity Commission Compliance Form (EEOP) on file with the Genesee County Road Commission before a contract or purchase order can be executed. The EEOP must be prepared on forms available from the Road Commission Personnel Office. An EEOP, when approved, is valid for three (3) years. The EEOP must contain and conform to the following elements:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age*, sex*, height, weight, marital status, handicap, veterans status or political affiliation. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and section for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age*, Sex*, height, weight, marital status, handicap, veterans status or political affiliation.
3. The contractor or his collective bargaining representative will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
4. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual county project.
5. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Genesee County Road Commission said forms may, also elicit information as to the practices, policies, and program and employment statistics of each subcontractor as well as the contractor himself. The contractor will permit access to his books, records and accounts by the Genesee County Road Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.
6. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.
7. A firm whose work force is composed only of members of the same family is exempt from filing a formal EEOP. However, a modified EEOP listing of employees specifying their relationship must be submitted.

*Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966 reads:

It is unfair employment practice (a) for any employer, because an individual is between the ages of 35 and 60 or because of the sex of any individual, to refuse to hire or otherwise discriminate against him with respect to hire, tenure, terms, conditions or privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulations, the requirements of any federal or state training or employment program or on a bona fide occupational qualification and except selecting individuals for an apprentice program or an on-the-job training program intended to have duration of more than four months.

COMPLIANCE:

In the event that the Genesee County Road Commission finds that a contractor has not complied with the contractual obligations under this agreement, the Board of Genesee County Road Commissioners may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the Genesee County Road Commission until the contractor complies.