



GENESEE COUNTY ROAD COMMISSION

REQUEST FOR QUOTE ITEM #134 – TOWING SERVICE

REQUEST FOR QUOTE

(This is not a sealed bid)

Quotes are being solicited for **Towing Services** for the Genesee County Road Commission.

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

TERM OF CONTRACT & CONTRACT RENEWAL: The term of the contract shall be awarded for three (3) years beginning on the effective date of the contract. **The cost shall remain the same for three (3) years.** For administrative purposes, Genesee County Road Commission will issue a renewal purchase order annually over three (3) years. By agreement of both parties, this bid can be extended for twelve (12) months, for two (2) renewal periods

PRICING/DELIVERY: All charges **must** be included on the Bid Sheet(s) and **must** include all associated cost (including but not limited to delivery, freight, etc.) for the goods or services being bid.

DESCRIPTION OF WORK

The Genesee County Road Commission wishes to establish a Blanket Purchase Order with the selected vendor for towing service on an as needed basis. Services could include towing within and outside of Genesee County. Vehicles included are as follows:

- Light Duty Trucks, Cars & Vans
- Heavy Duty Trucks including (but not limited to) Dump, Sewer Vactor
- Off Road Equipment including (but not limited to) Wheeled Excavator and Road Grader

The successful vendor must provide the GCRC with priority service and is expected to respond to a towing need within one hour of the initial call.



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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.



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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.

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.



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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.

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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Insurance Requirements (SCHEDULE B)

The vendor shall not commence work until he has obtained and delivered to the Genesee County Road Commission the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the GCRC and licensed and admitted to do business in the State of Michigan.

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

COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Each Occurrence \$2,000,000



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Insurance Requirements (SCHEDULE B)

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.

Certificate of Insurance **and** required endorsements shall be sent electronically to the Genesee County Road Commission to the attention of the purchasing office at the following email address: sjaeger@gcrc.org.

A new certificate of insurance shall be provided to the GCRC each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

Proof of Insurance Coverage: The Contractor shall provide the Genesee County Road Commission, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Genesee County Road Commission at least ten (10) days prior to the expiration date.

NOTE: If delivery is done by company and not independent carrier insurance may be required.



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BID SHEET

WE THE UNDERSIGNED agree to provide **Towing Services** for the Genesee County Road Commission within (& outside) of Genesee County confirming to the attached specifications at the pricing indicated.

<u>Description</u>	<u>Discounted Labor Rate</u>
Light Trucks, Cars & Vans	\$ _____ /hr
HD Trucks	\$ _____ /hr
Off Road Equipment	\$ _____ /hr
Mileage Charge (if applicable)	\$ _____
After Hours Charge (if applicable)	\$ _____
Pulling Drive Shaft	\$ _____

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

OBLIGATION:

The undersigned, by submission of this Quote Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the Genesee County Road Commission, in accordance with the Conditions, Scope and Terms, together with any written addendum.

COMPLIANCE:

By submission of this quote, Respondent represents they are in compliance with any applicable provisions of the Genesee County Road Commission specifications and requirements, and if awarded the contract, Respondent will comply with the Genesee County Road Commission’s requirements and procedures. Also, Respondent certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Date

Address

Phone Number

City State Zip

Email

Signature of Person Authorized to Sign

Printed Name