

**CALHOUN COUNTY
REQUEST FOR BID
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: **NOVEMBER 17, 2011**

DUE DATE: **DECEMBER 8, 2011; 3:00 PM (LOCAL TIME)**

The County of Calhoun is seeking bids for dry cleaning and repair services to uniforms assigned to Sheriff Department personnel. The following pages provide specification information and requirements necessary for submitting a bid. The resulting contract shall be for a ***two year period*** commencing ***January 1, 2012*** and will terminate ***December 31, 2013***, with 3-1year extensions possible upon mutual agreement by both parties. The County reserves the right to delay the commencement of this agreement for the purposes of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

Questions that arise as a result of this RFB must be submitted in writing to the issuing office via email by ***Wednesday, November 30, 2011; 5:00 p.m.*** All questions and answers will be transmitted via email to all potential bidders by ***Friday, December 2, 2011; 5:00 p.m.*** Any correspondence related to a solicitation should refer to the appropriate Request For Bid number, page, and paragraph number. Questions must be addressed to :

Leslie R. Obrig,
Purchasing Coordinator
Phone (269) 781-0981
Email: lobrig@calhouncountymi.gov
Fax (269) 781-0140 (use only if email unavailable)

Bids shall be submitted to the Calhoun County Purchasing Department on or before ***THURSDAY, DECEMBER 8, 2011; 3:00 p.m.(Local Time)***. The sealed envelope shall be clearly noted: ***"RFB#109-11 Dry Cleaning"***.

LATE BIDS WILL NOT BE ACCEPTED

Potential bidders who are not already registered to do business with the County are requested to register at: <http://www.calhouncountymi.gov/vendors.registration> Vendors not registered in the County's database can not be assured of receiving further information regarding this bid.

The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bidding procedures, and to accept any bid determined by the County to be in the best interests of the County, even though not the lowest bid.

3.1 INTRODUCTION

The County of Calhoun expended approximately \$17,000 for dry cleaning and repair of Sheriff's Department personnel uniforms in 2010. The County requests a contractual agreement with a qualified vendor to dry clean, press, and repair the uniforms of approximately 170 Sheriff's Department personnel pursuant to the following specifications/requirements:

3.2 SCOPE OF WORK REQUIREMENTS

3.2.1 DELIVERY

3.2.1.1 Vendor will provide three (3) pick-ups and deliveries per week to the following County locations:

- a. Justice/Corrections Center Complex:
161 E. Michigan Ave., Battle Creek
- b. Sheriff's Department, Road Patrol:
212 S. Grand Street, Marshall
- c. Pennfield Road Patrol Substation,
114 Primrose, Battle Creek

3.2.1.2 Delivery times will be arranged and approved by supervisors at all locations who coordinate uniform dry cleaning for personnel.

3.2.1.3 All deliveries shall have a slip attached which includes the uniform(s) description, quantity, and employee name.

3.2.1.4 A maximum two-day turn-around time for cleaning, pressing and/or repair is required.

3.2.2 ORDERING

3.2.2.1 Awarded vendor shall provide a customized order form for use by the County. Bidders shall state with their ability to do so. Samples of similar form may be included with responses.

3.2.2.2 The total number of employees noted in Sec. 3.1 should not be construed as a definitive number of employees to be serviced. The 2010 annual expense for uniform dry cleaning is stated for the purpose of estimating possible expense to the County during the life of this contract. The uniform issue as outlined on Attachment A should not be construed as an exhaustive list of the quantities and types of uniforms to be dry cleaned.

3.2.2.3 See Attachments A for the uniform issue per employee and the estimated frequency of dry cleaning.

3.2.3 BILLING

3.2.3.1 All locations as stated in 3.2.1.1, shall each receive a statement once a month which includes the itemized dry cleaning, pressing, and/or repairs provided to the County for that month. Billings shall reference detail by noting employee name associated with the service provided.

3.2.3.2 Vendor invoices will be processed by the County by means of standard payment terms, net 30 days.

3.2.4 REPAIRS

3.2.4.1 A form for requesting repairs shall be provided for the County employees to complete when requiring repairs.

3.2.4.2 Repairs are to be completed upon next delivery/pick-up unless the County has been informed in advance of an unavoidable delay.

3.2.4.3 Should unexpected complications arise which could delay completion, delivery, or pick-up of a cleaning or repair order, the County must be notified as soon as possible with a new time of delivery/pick-up.

3.3 BID EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bids. The bid selected will be that response deemed most advantageous to Calhoun County, based on the following criteria presented in order of importance:

3.3.1__Pricing

3.3.2 Delivery Services

3.3.3 Cleaning Procedures & Repairs

3.3.4 Location

3.3.5 References

3.4 CONTENTS OF BID

Bids shall have all request for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this Request for Bid.

- 3.4.1 Vendors are requested to submit the days and times available to provide pick-up and delivery to the County. The County requests that awarded vendor be flexible with dates and times in order to accommodate the County's schedule.
- 3.4.2 Vendors are to submit an example of their order forms.
- 3.4.3 Vendors are to submit an example of their invoice.
- 3.4.4 Vendors are to provide an explanation of their dry cleaning process and procedure.
- 3.4.5 On occasion, uniform items may possess stains attributed to fluids classified as bio hazardous (i.e. blood, vomit, etc) Indicate with your responses whether you would accept these items and if there are special handling procedures you would require of the County.
- 3.4.6 Vendors are to submit an example of a request for repairs and explain their procedure for handling repairs.
- 3.4.7 Indicate whether you have your own dry cleaning plant on the premises or if you ship cleaning to another location and where.
- 3.4.8 Provide with your bid response a list of the number of dry cleaning stores and their locations owned/managed by you. Indicate which location(s) would service the County.
- 3.4.9 Provided with this RFB is a pricing sheet for you to complete and submit with your bid response. (*See Attachment C*)
- 3.4.10 Provide four (4) references that you are currently servicing, including company name, contact person and phone number).

3.5 ATTACHMENTS

The following attachments shall be noted and completed , where applicable:

- 3.5.1 Uniform issue per employee (*Attachment A*)*
- 3.5.2 Monthly dry cleaning frequency (*Attachment B*)*
- 3.5.3 Price Sheet (*Attachment C*)

**(Attachments A and B are for informational purposes only.)*

3.6 RESPONSE TO RFB

Bidder's bid packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Purchasing Division of their bid notwithstanding delays resulting from postal handling or any other reasons.

3.7 LATE BIDS

Any bids received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be www.time.gov.

LATE BIDS WILL NOT BE ACCEPTED

ATTACHMENT A

CLOTHING ISSUE PER EMPLOYEE

(Most frequently cleaned items)

ROAD PATROL:

- 3 ea- pants
fabric: wool blend
Pants are cuffed & have striped trim the length of the legs.
- 3 ea- long sleeved shirts
fabric: polyester blend
Shirts have embroidered emblems affixed to them.
- 3 ea- short sleeved shirts
fabric: polyester blend
Shirts have embroidered emblems affixed to them.

CO-I:

- 3 ea- pants
fabric: cotton blend
Fatigue style & have shirt grips in waistband with thigh high pockets.
- 3 ea- short sleeved shirts only
fabric: cotton blend
Fatigue style & have pleated pockets; epaulets; badge eyelets.

OTHER ITEMS: *(dry cleaning required infrequently)*

- 3 ea- necktie
- 1 ea- sweater, acrylic
- 1 ea- service jacket; lightweight; unlined, Eisenhower-style
fabric: polyester/nylon
Jacket has embroidered emblems affixed.
- 1 ea- service jacket; heavy; fiber-filled lining; Eisenhower-style
fabric: nylon "Titan" cloth shell w/synthetic "fur" collar
Jacket has embroidered emblems affixed.
- 1 ea- winter parka w/hood; fiber-filled lining; below waist length
fabric: nylon "Titan" cloth shell
Jacket has embroidered emblems affixed.

(employee clothing issue continued...)

- 1 ea- jacket; waterproof outer-shell and attached waterproof inner lining (laundry only due to water repellency)
Zip-out inner thermal pile lining, dry cleanable

- 2 ea- hats; Garrison-style
fabric: cloth w/plastic bill

The above list is not an exhaustive list of all uniform items. Women may elect to be issued skirts and some employees are issued jumpsuits.

ATTACHMENT B

**FREQUENCY OF DRY CLEANING -
PER ITEM/MONTH**

(Quantities approximate based upon previous year's invoices)

| <u>ITEM</u> | <u>QUANTITY/MONTH</u> |
|--------------|-----------------------|
| pants | 350 |
| shirts | 400 |
| sweaters | 5 |
| jackets | 15 |
| ties | 30 |
| winter coats | 5 |
| skirts | 5 |
| jumpsuits | * |
| repairs | 15 |

Items other than pants and shirts are seasonal, therefore, quantities requiring cleaning will vary.

*No data on these items. Not cleaned on a regular basis or are cleaned in small quantities.

ATTACHMENT C

**BID SHEET
DRY CLEANING - RFB#109-11**

| ITEM DESCRIPTION | APPROX. QUANTITY PER MONTH | BID PRICE PER ITEM | BID PRICE TOTAL PER ITEM |
|-------------------------|-----------------------------------|---------------------------|---------------------------------|
| <i>pants</i> | 350 | | |
| <i>shirts</i> | 400 | | |
| <i>sweaters</i> | 5 | | |
| <i>jackets</i> | 15 | | |
| <i>winter coats</i> | 5 | | |
| <i>ties</i> | 30 | | |
| <i>skirts</i> | 5 | | |
| <i>jumpsuits</i> | * | | |

TOTAL ALL ITEMS: \$ _____

SIGNED: _____
(Vendor Signature)

(Name - type or print)

COMPANY: _____

EMAIL: _____

DATE: _____

No other form of price submission will be accepted

BIDS SHALL REMAIN VITAL FOR 90 DAYS

**COUNTY OF CALHOUN
PURCHASING DEPARTMENT
315 WEST GREEN STREET
MARSHALL, MI 49068**

TERMS AND CONDITIONS FOR BID

Sealed bids will be received at the Office of the County Purchasing Department, as indicated above, until 3:00 p.m. local time on the date specified herein unless changed in special conditions. **NO LATE BIDS WILL BE ACCEPTED.** At that time bids will be opened and publicly read, for furnishing the material, supplies, equipment, services, or for supplying the materials and/or work necessary for the repair, construction, or improvement in accordance with the provisions contained herein. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES OR IRREGULARITIES IN BIDS OR BIDDING PROCEDURES, AND TO ACCEPT ANY BID DETERMINED BY THE COUNTY BOARD OF COMMISSIONERS TO BE IN THE BEST INTERESTS OF THE COUNTY EVEN THOUGH NOT THE LOWEST BID.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

In compliance with the provisions contained herein, and subject to all the conditions herein, the Bidder offers and agrees to enter into a contract in accordance with the prices stated herein if this bid is accepted within 90 days from the date of bid opening.

This copy of Notice of Invitation for Bids, General Conditions and Instructions to Bidders, Special

Conditions, Specifications, Bidder's proposal, plans and documents contained herein, form the bid package and will become part of the contractual obligations.

FAIR EMPLOYMENT PRACTICES / AFFIRMATIVE ACTION: Any vendor engaged in this contract shall comply with the Civil Rights Act of 1964, P.L. 88-352, 78 Stat. 241, as amended, the Equal Opportunity Employment Act of 1972, P.L. 96-261, 86 Stat. 103, as amended, and the Federal Rehabilitation Act of 1973, PL 93-112, Section 504, 87 Stat 394, as amended.

Any vendor engaged in this contract shall not violate the provisions of the Michigan Handicappers' Act, P.A. 1976, No. 220, being sections 37.1101 et seq. of the Michigan Compiled Laws or the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, being sections 37.2101 et seq. of the Michigan Compiled Laws, and specifically agrees not to 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, or marital status, or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material

breach of the contract.

SUBMISSION AND RECEIPT OF BIDS: The County reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid document forms furnished by the County as no other may be accepted. Bid forms shall be returned intact. The bid proposal & contract agreement shall be legally signed when submitted. The envelope shall be sealed when submitted. Bids opened by mistake due to improper identification may be rejected and returned. Bids shall be mailed or delivered to the Office of the County Purchasing Department, 315 West Green St. Marshall, MI 49068.

PREPARATION OF BIDS:

- 1) The Bid shall be legibly prepared with ink or typed.
- 2) If a unit price or extension already entered by the bidder on the Bid/Contract form is to be altered, it shall be crossed out with ink, the new unit price or extension entered above or below and initialed by the bidder, also with ink.
- 3) The bid shall be legally signed and the complete address of the bidder given thereon.
- 4) The bidder understands that the County of Calhoun reserves the right to reject any or all bids.
- 5) Any assistance required regarding the bid or the bidding process shall be directed to the Purchasing Department, 315 West Green St., Marshall, MI 49068, Phone (269)

781-0981.

DISCLOSURE: All information in proposals received is subject to disclosure under the provisions of Public Act 1976 No. 446 as amended, known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR: By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

A) The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

B) The service cost quoted in the proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

C) No attempt has been made or will be made to induce other individuals or firms or not submit a proposal.

D) Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

INCURRED COST: Calhoun County will not be liable for any cost incurred by the prospective contractor, irrespective of its nature, prior to the issuance of a contract.

INTERPRETATION OF BID DOCUMENTS : All inquiries shall be made by the date specified herein in order that a written response in the form of an addendum, if required, can be processed before the bids are opened.

CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Department. In addition, to the extent possible, copies will be mailed/faxed to each person registered as having received a set of bid documents. It shall be the bidders responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall

become part of the contract and all bidders shall be bound by such addenda.

WITHDRAWAL OF BIDS: Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. No bid may be withdrawn for at least ninety (90) days after bid opening.

SPECIFICATIONS: Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the County's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the County and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The County reserves the right to determine if equipment/product being bid is equal to the specified equipment/product requested. All goods shall be new unless otherwise so stated in the bid.

QUANTITIES: When estimated quantities are stated, the County reserves the right to increase or decrease the quantity as best fits its needs, and the County does not guarantee maximum or minimum quantities.

SAMPLES: Samples shall be supplied as requested on the Bid Form and shall be furnished at no cost to the County.

ALTERNATE BIDS: Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any

other requirements of this bid, may be considered non-responsive, and at the option of the County, may result in rejection of the bid.

PRICING: Prices shall be stated in words and figures. The words shall govern in the event of conflict. Prices shall be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.

AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the County, price and other factors considered. The County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the Bid Document, the County reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or group of items provided unit prices are clearly shown and a notation is made on the bid document clearly indicating Bidder's intent. No award will be granted to a vendor who is in default to the County.

ROYALTIES, NOTICES AND FEES: Contractor shall give all notices and pay all royalties and fees. He shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof. He shall comply with all laws, ordinances and codes applicable to any portion of the work.

INFRINGEMENT AND INDEMNIFICATIONS: The bidder, if awarded a contract, agrees to protect, defend, and hold the County, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract; and from suits or a charge of any nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by

or from any of the acts of the contractor, the contractor's employees, or agents; from all liabilities, claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of the contractor, agents or employees.

BONDS: If bonds are required in the bid, it will be so stated in the Special Conditions. The bidder or contractor agrees to furnish bonds, to the Purchasing Department. Failure on the part of the successful bidder to file satisfactory bonds and insurance within ten (10) days may be considered cause for rejection of the bid as non-responsive and the bonds, and/or insurances may be declared forfeited as liquidated damages.

DELIVERY: Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder in the Bid Document, prices bid will be considered as being based on F.O.B. delivered, freight included.

TAXES: The County is generally exempt from Federal Excise and State Sales Tax. The County's Tax Exemption Number is 38-600-4358.

NOTICE TO PROCEED/ PURCHASE ORDER: The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Department.

NON-ASSIGNMENT. The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Purchasing Department.

SAFETY PROVISIONS: When a Purchase Order or contract calls for the performance of a service or procurement of goods, the bidder agrees to follow all Federal, State, and Local Laws, rules and regulations governing the furnishing and use of all safeguards, safety devices, protective equipment and work procedures.

TERMS AND CONDITIONS FOR

SERVICE/CONSTRUCTION BIDS

The following additional terms and conditions shall be part of this contract for service and construction bids:

ACCIDENT PREVENTION: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all the damages to persons or property either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and OSHA standards shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the County may determine to be reasonably necessary. Contractor shall comply with all safety rules and regulations as published by the Michigan Dept. of Labor, Bureau of Safety and Regulations.

CONFLICTS AND OMISSIONS: The intent of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned.

EXAMINATION OF PREMISES: Bidder shall become familiar with local conditions affecting the job. They will take their own measurements and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowances will be made in bidder's behalf by reason of error or omission on their part if any part of the Contractor's work depends for proper results upon existing work or the work of another contractor. The Contractor, before commencing work, shall notify the County in writing of any defects that will affect the results.

MATERIAL/ WORKMANSHIP: Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.

EMPLOYMENT OF LOCAL LABOR: The County of Calhoun is committed

to the use of local labor and responsible contractors (as defined in Section IV. C) and will make this commitment a requirement when awarding any new construction contract in excess of fifty thousand dollars (\$50,000). New construction is defined as ; the creation of a new facility or the addition, expansion, or extension of an existing facility that adds to the building's overall gross square footage. Prior to the award of the contract successful bidders will be required to provide a written statement concerning their plans to hire responsible contractors from the labor supply residing in Calhoun County.

In the event that specific skills are not available from residents within Calhoun County, the County will consider a request from the successful bidder to waive the local labor requirement, upon written documentation substantiating efforts to obtain employees with said specific skills. It is understood that the contractor can provide supervision from nonresident employees. Subcontractors not including suppliers of materials shall be covered by the same provisions as are applicable to the prime contractor. This policy shall not be applicable when there is conflict with State or Federal regulations.

EMPLOYEES/SUPERVISION: Contractor shall enforce good order among its employees and shall not employ on the work any disorderly, intemperate or unfit person or anyone not skilled in the work assigned to him. Contractor, or a competent person having authority to act for him, shall be at the worksite at all times.

WORKING CONDITIONS: All work shall be done in accordance with all regulations governing the County Unit wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of the County Unit. Materials, tools, etc. shall be confined so as not to unduly encumber the premises. Each bidder shall be held to have visited the site and checked with the authorities as to the working conditions and the methods of carrying out the work and to have included in his/her proposal all

costs for meeting such working conditions.

OTHER CONTRACTS: The County may let other contracts in connection with the work and the Contractor shall properly connect and coordinate his work with the work of such other contractors. The County shall not be liable for any damages or increased costs occasioned by the failure of other contractors or sub-contractors to execute their work as may be anticipated by these documents.

CHANGES: Contractor shall make changes in the contracted work only as ordered in writing by the County.

CONTRACTOR INSURANCE: The Contractor shall at the time of execution of this contract, file with the County a Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies of insurance covering said County and their officers, agents and employees. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his/her operations under this Contract.

The vendor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated, unless otherwise noted in the special conditions.

Workers' Compensation

At statutory limit as required under the MI Worker's Compensation Act.

Comprehensive General Liability:
(including XCU if appropriate)

Bodily Injury
\$500,000 (each occurrence)
\$1,000,000 (aggregate)

Property Damage \$500,000
(each occurrence) or
Combined Single Limit \$1,000,000

Automobile

Bodily Injury
\$300,000 (each person)

\$500,000 (each occurrence)
Property Damage \$500,000
or Combined Single Limit \$500,000

A 30 day notice of cancellation or material change shall be provided to the County and so noted on the Certificate of Insurance. All certificates and notices shall be sent to Calhoun County Purchasing Department, 315 West Green St., Marshall, MI 49068.

TERMINATION FOR BREACH: The County may terminate this contract for violations hereof when violations are not stopped immediately and corrected within a reasonable length of time after notification by the County. In the event of such termination, the County may complete the contracted work and the Contractor will be liable for any excess cost occasioned the County thereby and in such case the County may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

COPELAND ANTI-KICKBACK ACT: Copeland Anti-Kickback Act Title 18, U.S.C. June 25,1948 Section 874, Kickbacks from Public Employees: 'Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which the worker is entitled under the contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five (5) years, or both.'

PAYMENTS: Payment will be made by the County within 30 days after the goods and/or services have been fully delivered and accepted or the work completed to the full satisfaction of the County.

Contract will not be considered complete until the work has been finally accepted by the County and the following have been furnished.
(a) The required guarantees, and
(b) All waivers of lien.

(c) Satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work, have been paid.

(d) If contract is terminated by the County, Contractor shall be entitled solely to payment for that portion of the contract completed by said Contractor at the time of termination minus set off and/or damage to County occasioned by Contractor's breach.

ADDITIONAL TERMS AND CONDITIONS

In evaluating bids, the County shall consider the qualifications of the Bidders, whether or not the Bids comply with prescribed requirements, and alternates and unit prices if requested in the Bid form.

The County may consider operating costs, maintenance requirements, performance data, and guarantees of materials and equipment.

The County may conduct such investigations as it deems necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to furnish the work in accordance with the Bidding documents to the County's satisfaction within the prescribed time.

**CALHOUN COUNTY
PURCHASING DEPARTMENT
315 WEST GREEN STREET
MARSHALL, MI 49068
(269) 781-0981**

