

**CALHOUN COUNTY  
SUBMITTING BIDS/PROPOSALS  
INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County **must follow these 3 steps:**

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you will be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **615.00**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and revise to current information.

2. **Download the bid document** by accessing the following link:

[http://www.calhouncountymi.gov/government/administrative\\_services/bid\\_opportunities](http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities)

3. **Register your intent to bid** on this project at the site of the above link. (Registration of intent does not need to occur at the time of the document download.) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

**VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY  
UPON RECEIPT OF THIS SOLICITATION**

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

**ISSUE DATE:** *FRIDAY, FEBRUARY, 27, 2015*

**DUE DATE:** *THURSDAY, MARCH 19, 2015*

**PROJECT:** *OFFICE SUPPLY INVENTORY SYSTEM-RFP#104-15*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

**PART I - INSTRUCTIONS, TERMS, & CONDITIONS**

**1.1 PROPOSAL SUBMISSION:**

Proposals must be submitted in complete original form by mail or by messenger in a sealed envelope/package to the following address:

**CALHOUN COUNTY BUILDING  
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION  
315 WEST GREEN STREET  
MARSHALL, MI 49068**

All proposals received shall be notated as such on the outside of the envelope:

**PROPOSAL:** *OFFICE SUPPLY INVENTORY SYSTEM-RFP#104-15*

**INQUIRIES DUE:** *TUESDAY, MARCH 10, 2015*

**DUE DATE:** *THURSDAY, MARCH 19, 2015; @ 3:00 p.m. (Local Time)*

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or 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.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two nonapplicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

\_\_\_\_\_

\_\_\_\_\_ REGISTRATION NUMBER: \_\_\_\_\_

1.3.2 A PARTNERSHIP doing business under the firm name of:

\_\_\_\_\_

All of the members of which are as follows:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

1.3.3 A CORPORATION duly organized and doing business under the laws of the State of \_\_\_\_\_

REGISTRATION NUMBER: \_\_\_\_\_

#### 1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

- 1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by any one other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.
- 1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.
- 1.4.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

#### 1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun County by reason of personal injury, including bodily injury or 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. The Contractor will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers, and others working on its behalf.

#### 1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

## 1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## 1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 1.8.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 500,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 1.8.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be ***Additional Insureds:*** The Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- 1.8.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General

Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068).

1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your proposal. The successful contractor may be required to have the County added as an additional insured to their insurance policy.

## 1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

## 1.10 GRATUITIES

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or making any determinations with respect to the performing of such contract.

## 1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a proposal, the prospective contractor certifies that in connection with the proposal:

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

1.11.2 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.

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

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

## 1.12 DISCLOSURE

- 1.12.1 All information in proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
- 1.12.2 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

## 1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal in sufficient detail for the County to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Purchasing Department to the offeror whose proposal is most advantageous to the County.

## 1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

## 1.15 AWARD OF CONTRACTS

**UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the County, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP), all documents necessary to the successful execution of the contract.

- 1.15.1 The contract will be awarded to the most responsible bidder whose proposal conforming to this solicitation will be most advantageous to the County; price and other factors considered.
- 1.15.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.
- 1.15.4 The County reserves the right to reissue the request for proposal.
- 1.15.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Calhoun County. The County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

- 1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.
- 1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social

security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 NON-ASSIGNMENT

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

1.19 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

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1.20 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.22 LENGTH OF CONTRACT

The term of the contract shall be for a ***two year period, with the possibility of three (3) one year extensions*** upon mutual agreement of both parties. The County reserves the right to delay the commencement of this contract 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.

1.23 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

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1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

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## PART II - GENERAL PROVISIONS

### 2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and **six (6)** copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.
- 2.1.2 To be considered, bidders must submit a complete response to this RFP. No other distribution of RFP is to be made by this bidder. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

### 2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Proposal/Contract, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.
- 2.2.3 The proposal shall be legally signed and the complete address of the bidder provided thereon.

### 2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date. The contents of this RFP and the bidder's proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept

these obligations may result in cancellation of the award.

## 2.4 INQUIRIES

- 2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or an addendum to the RFP if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
- 2.4.2 Questions that arise as a result of this RFP must be submitted in writing to the issuing office via E-MAIL by **TUESDAY, MARCH 10, 2015**. All questions and answers will be transmitted via E-MAIL to all potential bidders by **THURSDAY, MARCH 12, 2015**. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Questions must be addressed to:

Calhoun County Administration Office  
Purchasing Division  
315 West Green Street  
Marshall, Michigan 49068  
CONTACT: Leslie R. Obrig, Purchasing Coordinator  
FAX: (269) 781-0981  
E-MAIL: [lobrig@calhouncountymi.gov](mailto:lobrig@calhouncountymi.gov)

## 2.5 RESPONSIVE PROPOSAL

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or bidding procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

## 2.6 LATE PROPOSALS

Any proposals received at the office herein designated after the exact time specified for receipt will not be considered. All bids must be submitted in compliance with the instructions designated in Sec. 1.1, page 1. No other manner of submission will be accepted. The prevailing clock shall be [www.time.gov](http://www.time.gov)

## 2.7 ALTERNATE PROPOSALS

Bidders are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

## 2.8 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the proposal documents.

## PART III - TECHNICAL SPECIFICATIONS

### 3.1 INTRODUCTION TO SCOPE OF WORK

Calhoun County is seeking proposals for an Office Supply Inventory system. The County currently purchases approximately \$150,000 annually in basic office supply products (excluding bulk paper, office furniture, office equipment and specialty supplies). Through this proposal, the County will consolidate its purchases and commit to one office supply vendor for the basic office supply needs of various County departments. The most responsive proposal will be one that provides the County with a total office supply inventory system which incorporates efficiencies of purchasing, internet ordering, informational reports, and expanded services, in addition to consolidated cost savings. **The length of the proposed contract will be for two (2) years with the possibility of three (3) one year extensions.**

### 3.2 SCOPE OF WORK REQUIREMENTS

The most responsive proposal shall include the following requirements :

#### 3.2.1 Delivery

3.2.1.1. To the desk daily delivery to all County buildings including;

- Justice Center - Battle Creek
- Toeller Building- Battle Creek
- County Building - Marshall
- Juvenile Home - Marshall
- Human Services Building - Albion

3.2.1.2 Monday through Friday, one day turnaround on basic in-stock office supply products (next day delivery for orders placed before 12:00 p.m.)

3.2.1.3 Minimum 95% in-stock service level commitment for core group of office supply products (*Attachment D*).

3.2.1.4 Individualized delivery addresses and sub-accounts shall be available for each County department.

3.2.1.5 All deliveries shall have a packing slip attached.

3.2.1.6 Deliveries shall be made to the above sites between the hours of 8:00 a.m. and 12:00 and 1:00 p.m. and 5:00 p.m., to the ordering department.

### 3.2.2 Personnel Commitment by Vendor

3.2.2.1 Account representative available to call on departments when problems occur, or on a monthly basis unless otherwise requested by department.

3.2.2.2 Account representatives available to schedule regular meetings with larger departments (quarterly), or based on usage and demand.

3.2.2.3 Vendor available for quarterly meetings with County Purchasing Department, or as determined.

3.2.2.4 Vendor will make available, an inside contact person, familiar with the County account, to handle incoming calls from departments

### 3.2.3 Order Procedure

3.2.3.1 The most responsible proposal would have an order system facilitated by the Internet. Dial-up, facsimile or telephone services are acceptable. The most responsible proposal would include an electronic ordering system including County order templates, catalogs and reporting.

3.2.3.2 On-line ordering system customized for Calhoun County users. Customer order form provided by vendor and customized for County, in the case of non-internet ordering system.

3.2.3.3 Availability of special orders

3.2.3.4 Supplier should provide a procedure for verifying order costs with ordering department.

3.2.3.5 The vendor receiving the contract award will be required to provide all County Departments with a full compliment of product and ordering information

3.2.3.6 Unauthorized substitutions of ordered merchandise will not be accepted without the prior approval of the ordering department. County ordering departments have the right to refuse unauthorized substitutions.

3.2.3.7 Orderer must be notified of out-of-stock items within 24 hours of order placement and of the expected availability of out-of-stock item(s). The orderer shall have the right to accept the order delay, cancel the order, or may accept/decline vendor proposed substitution.

### 3.2.4 Return Policy

3.2.4.1 100% credit on unused products in original packages, which were purchased within the last 30 days

3.2.4.2 Defective products should be handled in an appropriate manner depending on the particular circumstances.

3.2.4.3 Credit slips shall be issued on all returned items. The County requests an authorized return policy or procedure, which can be mutually agreed upon by the County and the provider.

### 3.2.5 Billing

3.2.5.1 The County shall receive one consolidated statement for each month which includes the itemized purchases by department for that month. The provider and the County shall determine a mutually agreed upon schedule for receipt of vendor issued monthly statements and payment.

3.2.5.2 All office supplies will be purchased under one contract purchase order number.

3.2.5.3 Individual orders must have their own invoice #'s and proof of delivery.

3.2.5.4 Standard payment terms, net 30 days unless mutually agreed upon payment terms are negotiated

### 3.2.6 Reporting Capabilities

3.2.6.1 Office supply usage reports by departments on a quarterly basis

3.2.6.2 Usage reports for individual products monthly and annualized

3.2.6.3 Other reports may be requested within the suppliers current reporting system capability

### 3.2.7 Pricing System

3.2.7.1 The tiered price system shall be based on a combination of firm fixed pricing and suppliers invoice cost plus a stated percentage margin of profit.

3.2.7.2 Two tiers have been developed for the purpose of establishing office supply pricing.

3.2.7.2.1 Tier One consists of high usage items for Calhoun County (*Attachment D*)

3.2.7.2.1.1 Pricing as submitted by proposers on *Attachment D* shall be firm-fixed pricing for the duration of the two year agreement. Items/quantities/packaging must be bid as listed on *Attachment D* to be considered.

3.2.7.2.1.2 An annual review will be allowed at the beginning of the second

year of the contract. Annual price adjustments for the firm-fixed pricing of office supplies on *Attachment D* may be allowed for individual items provided the supplier is able to document price increases. Increases resulting from the annual adjustment shall be limited by the percentage increase of the Consumers Price Index with a maximum increase not to exceed 5%.

3.2.7.2.1.3 Suppliers who experience County prices which are below the suppliers cost (*as defined in Section 3.2.7.2.2.2*) for an individual item per *Attachment D*, may petition the Purchasing Department for relief with the proper supporting documentation.

3.2.7.2.2 Tier Two consists of all other office related products purchased by the County from the supplier of this contract. Items/quantities/packaging must be bid as listed on *Attachment D* to be considered.

3.2.7.2.2.1 The price (“Sell Price”) of all Tier Two office supply products to Calhoun County sold under this agreement (“Products”) will be calculated on the office supply company’s (“Supplier”) office products cost (“Cost”) plus a stated percentage margin of profit.

3.2.7.2.2.2 “Cost” is defined as the cost of the product as shown on the invoice to the “Supplier” plus applicable freight. The invoice used to determine “Cost” will be the invoice issued to the “Supplier”, by the product vendor, for the purposes of receiving payment. “Cost” is not reduced by cash discounts for prompt payment available to the “Supplier”. “Cost” as defined in this section will be the basis for auditing this agreement unless expressly stated in the “Supplier’s” proposal.

3.2.7.2.2.3 Applicable freight, in the event where the “Cost” is not a delivered cost, means that a reasonable freight charge for delivering products to the “Supplier” has been added. Freight charges may include common or contract carrier charges by the product vendor or a carrier, or charges billed internally by a corporate freight management service. Applicable freight for any product shall not exceed the rate charged by nationally recognized carriers operating in the same market with the same type of freight service.

3.2.7.2.2.4 The “Sell Price” of products sold under this agreement shall equal the cost of the product divided by 100% minus the percentage margin on the “Sell Price”

For Example:

*A “Product” with a “Cost” of \$10.00 per package plus a margin of 20% will have a “Sell Price” calculated as follows; \$10.00 / 80% (100%-20%)= \$12.50*

3.2.7.2.2.5 The “Sell Price shall be guaranteed for 30 days based on the “Cost” on the first of the month.

3.2.7.3 The supplier providing office supplies to the County as a result of this agreement must have the data support capable of maintaining a price system as detailed above.

3.2.7.4 The supplier must allow the County Purchasing Department to audit supplier invoices in order to maintain the integrity of a cost plus system of pricing

3.2.7.5 For the purposes of accurate evaluation of pricing by the County, bidders shall submit pricing in accordance with the manufacturer’s name, trade name, or brand name as stated by the County on *Attachment D*. Bids will only be considered by the County for those items listed on *Attachment D* which are identical to those requested - particularly without variances in unit quantity, packaging, quality grades, manufacturer’s brand, weight, functionality, features, comparability, or recycled versus virgin product. Where a store brand is indicated, use the manufacturer’s code to determine specifications/quality and propose a comparable product. The County shall reserve the right to make the final determination as to the comparability and consistency of individual items bid in response to this RFP. Any proposal pricing which includes alternate items from the items listed on *Attachment D* may be considered non-responsive, as may proposal pricing which does not include all items listed *Attachment D*. When proposing ink and cartridges, respond with OEM pricing. The awarded bidder will be provided the opportunity to provide re-manufactured alternatives.

3.2.7.6 The County reserves the right to enter into final negotiations with the potential awardee. At this time, the potentially awarded vendor will be allowed by the County to propose alternate products to those listed on *Attachment D*, for purposes of providing “value-added” products for consideration by the County. The County reserves the right to determine the acceptability of those products.

### 3.3 PROPOSAL EVALUATION CRITERIA

It is the intent of Calhoun County to conduct a comprehensive, fair and impartial evaluation of the proposals received in response to this request for Proposal. The proposal 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 Office Supply System/Ordering

3.3.3 Qualifications of Supplier

3.3.4 Organization

3.3.5 Recycle and Waste Reduction Program

### 3.4 CONTENTS OF PROPOSAL

Proposals shall have all requests 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 proposal. ***Vendor proposals should include the following :***

#### 3.4.1 Pricing

3.4.1.1 Proposed firm-fixed price in response to Bid Sheet (*Attachment D*)

3.4.1.2 Proposed price system with cost + margin for the Tier Two level of pricing for all other office related products provided to the County as a result of this agreement. (*Attachment D* -Supplier Cost+ \_\_\_\_\_%)

#### 3.4.2 Office Supply System

3.4.2.1 Delivery service capabilities in relation to the County's service area and delivery requirements.

3.4.2.2 Describe the basic ordering procedure and internet procedure the vendor would utilize in providing for the County's office supply needs; include with proposal a current full line product catalogue. State the procedure for verifying order costs with the ordering department.

3.4.2.3 Vendor return policy for stock and special order product.

3.4.2.4 Billing and reporting capabilities for vendor supported systems with examples.

3.4.2.5 Auditing procedures, if applicable.

3.4.2.6 Description of payment terms.

#### 3.4.3 Qualifications of Supplier

3.4.3.1 Qualifications of key personnel assigned to the County account.

3.4.3.2 References of similar entities for which the vendor is currently providing office supply inventory systems, including contact names, email addresses, and phone numbers; as well as the length of time your company has provided these services.

#### 3.4.4 Organization

3.4.4.1 Description of firm including location, size and number of employees.

3.4.4.2 Identify any retail outlets available, their locations, size and number of employees. State whether those retail operations integrate with the billing system and pricing structure proposed for the County.

3.4.4.3 Indicate the distribution location that would provide office products to the County.

3.4.4.4 Provide the location of the representative who would be assigned to the County and what business functions are performed at this location.

#### 3.4.5 Recycle and Waste Reduction Program

3.4.5.1 State your commitment to waste reduction with regard to packaging and shipping materials. State your plan for packaging orders and for disposal or pick up of these packing materials.

3.4.5.2 State if your company will commit to disposal and/or pick up of used toner and ink cartridges and describe the level of your commitment and the process .

3.4.5.3 The County is in the process of developing a more extensive “buy recycled” program. Describe the ability of your organization to support recycling efforts with alternatives to virgin office supply products. Describe your program for remanufactured toner cartridges, refilled inkjet cartridges and ribbons as requested in this RFP.

### 3.5 ATTACHMENTS

The following attachments shall be completed and submitted with response.

3.5.1 Non-Collusion (*Attachment A*)

3.5.2 Certificate of Authorization (*Attachment B*)

3.5.3 Contract (*Attachment C*)

3.5.4 Bid Sheet (*Attachment D*)

### 3.6 RESPONSE TO RFP

Bidder's proposal 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 RFP. Bidders are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

**LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED.**

*ATTACHMENT A*

**NON-COLLUSION AFFIDAVIT**

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Calhoun, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this proposal.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

\_\_\_\_ DATE: \_\_\_\_\_

***ATTACHMENT B***

**CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing proposal. Before executing, please note the last paragraph of this certificate.

\*\*\*\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of  
*(Official Corporate Title)*

the corporation named contractor herein: that \_\_\_\_\_ who signed the foregoing proposal on behalf of said corporation was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

\*\*\*\*\*

In lieu of the foregoing certificate, there may be attached to the proposal a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

***ATTACHMENT C***

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_ Day of \_\_\_\_\_, 2015,  
by and between the County of Calhoun, Michigan, (hereinafter called the “County”)  
and \_\_\_\_\_, (hereinafter called the “Contractor”).

**WITNESSETH**

WHEREAS, the contractor did on the 19th Day of March, 2015,  
submit a Bid Proposal to provide ***Office Supplies*** as may be incidental thereto or as  
described in ***Office Supply Inventory System RFP#104-15***.

NOW, THEREFORE, in consideration of the following mutual agreements and  
covenants, it is understood and agreed upon by and between the parties hereto as follows:

- The Contractor shall furnish the following Contract Documents, all of which shall be incorporated as part of the agreement between the parties as fully as if set forth herein:
  - The Request For Proposal **RFP#104-15**.
  - The Contractor’s Bid Proposal
  - This Instrument
  - Any supplements or changes to the foregoing agreed to by the parties hereto including addendums
  - Insurance Forms
  
- All provisions of the Contract Documents shall be strictly compiled with and conformed to by the Contractor, and no substitutions or change in said specifications shall be made except upon written consent or written direction of the Purchasing Agent for the County. Any such substitution or change shall in no manner be construed to release either party from any specified or implied obligation of the aforesaid Contract Documents except as specifically provided for in such consent.
  
- This Contract is entered into subject to the following conditions:
  - (a) The Contractor shall procure and keep in full force and effect throughout the terms

of this contract all of the insurance policies specified in, and required by, the Contract Documents.

- (b) The Contractor shall not be liable for the failure to wholly perform the stated duties if such failure is caused by a natural catastrophe, riot, war, government order or regulation, or Act of God.
- (c) The contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 *et seq.* of the Michigan Compiled Laws, and the Michigan Persons With Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 *et seq.* of the Michigan Compiled Laws, and specifically agrees and covenants 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, marital status, or 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.
- (d) In the case of a conflict between the Contractor, RFP, Addendum, and Bid; the RFP and Addendum shall be the prevailing documents.
- (e) The terms and conditions contained within the Contract Documents are governed by the laws of Michigan. In the event of a dispute the laws of Michigan will be used to resolve the dispute.

IN WITNESS WHEREOF, we, the contracting parties by our representative duly

authorized agents, hereto affix our signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF CALHOUN, MICHIGAN

ATTEST:

\_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

ATTEST:

\_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_ TITLE: \_\_\_\_\_

**ATTACHMENT D**  
**BID SHEET**  
**RFP #104-15 OFFICE SUPPLIES**

ITEM #	MANUFACTURER #	ITEM DESCRIPTION	UOM	QNTY YRLY	BID PRICE
1	135848-WH	Staples, 8.5x11 copy paper, 20#, 92/104 brt	CS	524	
2	CE505A	HP CE505A black laserjet toner, OEM	EA	62	
3	CF280A	HP 80A black laser toner, OEM	EA	30	
4	CE390A	HP CE390A black laserjet toner, OEM	EA	18	
5	3500B001AA	Canon 128 black toner, OEM	EA	23	
6	CB436A	HP laserjet CB436A, OEM	EA	23	
7	14781	Staples, 8.5X11 copy paper, green, 30% recy., 20#	RM	423	
8	513096-BL	Staples, 8.5X11 multi-use paper, 20#, 96/108 brt.	CS	33	
9	CE505D	HP CE505D blk laserjet toner, OEM, 2-pk	PK	11	
10	18060/SIWO130	Staples, 2X4 laser/inkjet label, wht, 100 sht, 1000/bx	BX	131	
11	TN650	Brother TN650 blk toner, high-yld, OEM	EA	14	
12	AVE74404	Avery sheet protect, display, ltr, sz, 10/pk	PK	250	
13	Q6511A	HP 11A laserjet toner, blk, OEM	EA	8	
14	CC364A	HP 64A laserjet toner, black, OEM	EA	7	
15	106R02311	Xerox 106R02311 blk toner cart., blk, OEM, 5000 yld	EA	8	
16	221689	Staples, 1/3 cut ltr manila folder, 250/bx	BX	51	
17	112350/461757	Staples, 8.5X11 copy paper, 30% recy, 92/104 brt, 20#	CS	19	
18	CF280X	HP 80X toner, black, hi yld, OEM	EA	5	
19	C4127X	HP 27X laserjet toner, blk OEM	EA	5	
20	221193	Staples 8.5X14 copy paper, 20#, 92/104 brt.	CS	15	
21	67512SSCP	Post-It super sticky, 4X4, yellow, lined, 12 pk	PK	27	
22	2489301	Staples recy ltr sz storage box, EZ fold, #,12/pk 550	PK	27	
23	BRTPC201	Brother PC201 fax cartridge, black	EA	21	
24	TN330	Brother TN330 toner cartridge, OEM	EA	14	
25	T127120-BCS	Epson T127/T126 hi yld ink,blk&color combo pk, 4 pk	EA	8	
26	C9363WN#140	HP 97 tri-color ink, OEM	EA	15	
27	23740-CC/21682	Simply, 1/2 inch, white, 3-ring binder, economy, view	EA	150	
28	TN430	Brother TN430 blk toner, OEM	EA	9	
29	CF280A	HP80A toner, blk, OEM	EA	5	
30	50744	Bic Wite Out Exact Liner, 2 pk	PK	114	
31	C6578AN	HP78A toner, blk, OEM	EA	8	
32	617779	Staples computer paper 15 #,blank, 3 prt NCR, 9.5X11, wht, 1100/CT	CS	7	
33	CE285A	HP 85A toner, blk, OEM	EA	8	
34	CE505A	HP05A toner, blk, OEM	EA	6	
35	C9348FN#140	HP 96 blk ink, OEM, 2 pk	PK	6	

36	30330	Dymo LabelWriter return address labels, 3/4"X2", wht, 500/roll	BX	25
37	103283	Hammermill Fore dual purpose paper #24, premium, ltr sz, wht, 96/108 brt.	CS	5
38	CC641WN#140	HP 60XL blk ink, hi yld, OEM	EA	11
39	TN310Y	Brother yellow toner, TN310, OEM	EA	6
40	65412SSCY	Post-it super sticky notes, 3x3, canary, 12/pk	PK	28
41	35450	Swingline SF4 speedpoint staples, premium, 5000CT	BX	135
42	PB3615Y	recy. Poly bags, 6X9, 2 mil, yellow, 1000/CT	CS	6
43	5523	Avery laser label weatherproof, 2X4, 500/bx	BX	6
44	MN1500B20Z	Duracell Coppertop battery AA alkaline, 20/pk	EA	22
45	C9514FN#140	HP 98 blk, OEM, 2 pk	PK	7
46	570225/14255	Staples, booklet envelope, 6X9, wht, pull & seal,	BX	10
47	13487/11111	Staples, insertable reference dividers, 8-tab, multi, ltr sz	ST	132
48	99858	OIC fastener, self-adhesive, 2.75X2, 100/bx	BX	47
49	12735	Staples DVD-R spindle, 4.7 GB, 120 min., 100 pk	PK	15
50	660415	PaperMate dryline correction film	EA	92
51	11419	Avery index maker, clr label, 8 tab color, 5 pk	PK	9
52	20233-CC	Staples, chair mat, 46X60, rectangular, no lip, economy	EA	6
53	831099	Staples, reinforced top-tab classification fldr, w/fastnr, manila, ltr sz, 50/bx	BX	17
54	14634-CC	Staples, laser/injet tent card, matte wht, 100/pk	PK	8
55	116657	Staples, 3-tab manila folder, 1/3 cut, top tab, ltr,	BX	32
56	TP-17436	Staples, chairmat, 36X48 economy standard lip	EA	9
57	30320	Dymo LabelWriter address labels, 1.5x3.5,wht, hi-cap, 260/roll, 2rl/bx	BX	10
58	18294	Simplify pen retract., med., 1.0MM, blk	DZ	62
59	483986	Staples CD bubble mailer, 7 1/4x7 1/4, easy close, 12 pk	PK	26
60	3070166	Lexmark 3070166 printer ribbon, blk, OEM	EA	14
61	20-031	Ampad Goldfiber ruled perf pad, ltr, white, 4/pk	PK	18
62	Tze-131	Brother P-Touch tape, 1/2 " blk on clr, TZe-131	EA	16
63	12358	Staples 10 pk correction tape	PK	33
64	ACM10098	Acme 7" office snip	EA	18
65	23725/21688	Staples, binder, 2", white, view, 3-ring, economy	EA	32
66	G520-00	2015 wkly dayminder, blk, 8X11, recycl	EA	14
67	1765015	Swingline shredder bags, F/5000 series, 25/bx	BX	9
68	73832	Uni-Ball Jetstream retract., bold pt, blk	DZ	9
69	23704/11301	Staples ruled perf. pad, ltr, yllw, 12/pk	DZ	27
70	SK24-00	2015 At-a-Glance month desk pad, 22X17, recycl.	EA	57
71	35003	Gertner certificate hldr, 9.5X12, blk&gold, 6/pk	PK	16
72	12734	Staples DVD+R spindle, 4.7 GB, 120 min., 100 pk	PK	9

73	30252	Dymo Label Writer address labels, 1 1/8x3.5, 350/rl, 2 rl/bx	BX	8
74	31021	Pilot G2 gel ink, retract, fine, blue, 12/bx	DZ	15
75	680PU2	Post-It tape flags, purple, 1"x1 1/10", 2pk	PK	30
76	70-260-05	2015 Month-at-a-Glance appt. bk, 9X11, recyc.	EA	16
77	31020	Pilot G2 gel ink, retract., fine, blk ,12/bx	DZ	13
78	31257	Pilot G2 gel ink, retract. , bold, blu, 12/bx	DZ	12
79	810P10K	tape, Scotch Magic 810, refill, 3/4X1000, 1" core, 10/pk	PK	8
80	65324APVAD	Post-It, 1.5X2, pastel, 24pk	PK	10
81	35346	Pilot Precise V7, fine, blk, 12/bx	DZ	10
82	16719	Staples, hvy-wt, 3-tab manila flder, ltr sz, 50/bx	BX	16
83	23643	Staples, note pads, wide rule, 8.5X11.75, wht, 12pk	DZ	23
84	CB316WN#140	HP 564 black ink, OEM	EA	11
85	61231	Uni-Ball Vision Elite rollerball, bold pt, blk	DZ	7
86	654AST	Post-It notes, 3X3, asst. pastel, 12pk	PK	12
87	14786	Staples paper, 8.5X11, 20#, 30% recycl.,blue	RM	28
88	18585	Staples, steno notebook,wht, Gregg ruled, 6X9, 80 shts,recycled, 12 pk	DZ	14
89	BL57C	Pentel Energel pen, med pt, blue	DZ	7
90	30001	Sanford Sharpie perm mrker, fine, hi-yld, blk, 12/bx	DZ	17
91	CD975AN#140	HP 920XL ink cartridge, blk, OEM	EA	9
92	TZe-241	Brother P-Touch tape, Tze-241, 3/4" blk over wht	EA	7
93	653-YW	Post-It, 1.5X2, canary, 12pk	DZ	16
94	PM11-28	2015 At-a-Glance Plan-a-month wall calendar, 3-mo, 12X27, recycl.	EA	15
95	30251	Dymo LabelWriter address label, wht, 130/rl, 2 rl/bx	BX	10
96	810-341296	tape Scotch Magic refill, 3/4X36yd, 1" core	RL	57
97	F33012SSAU	Post-It super sticky, 3X3, fan, brights, 12pk	PK	10
98	50790	Bic Wite Out EZ correct , 10/pk	PK	10
99	10366	Staples CD-R spindle, 700 MB, 80 min.,100pk	PK	8
100	9549/9548/9801	Avéry binder, durable, VS1140, view, 4", EZ D-ring, white	EA	6

**Tier Two Cost+ \_\_\_\_\_% (as defined in section 3.2.7.2.2 through 3.2.7.2.2.5)**

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(company)

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(name)

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(title)

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(signature)

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(date)

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(email address)

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(phone)

***Any proposal pricing which includes alternate items from the items listed on Attachment D may be considered non-responsive, as may proposal pricing which does not include all items listed in Attachment D.***

***Bid prices must be in the appropriate unit of measure and multiplied to reflect the annual quantity as stated. Bids not complying may be considered non-responsive.***