



# Ottawa County

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## RFP 20-29 SNOW REMOVAL AND ICE CONTROL SERVICES

### To: All Vendors,

The County of Ottawa, on the behalf of Facilities Maintenance and Environmental Health departments, is requesting proposals from experienced and qualified Contractors for snow plowing, snow removal, and ice control services. The County of Ottawa additionally provided an alternate scope of work and is requesting proposals for snow plowing, snow removal, and ice control services on behalf of the Ottawa County Central Dispatch Authority.

Proposals are to be submitted no later than **Friday, October 2, 2020 by 2:00 PM ET.** Proposals received after this time will not be considered. All requests for additional information or questions should be directed to Sandra Coles, buyer, at [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org). Detailed instructions for the completion of the proposals are contained in this Request for Proposal (RFP).

The County of Ottawa officially distributes proposal documents through the Michigan Intergovernmental Trade Network (MITN), website located at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies.

The County of Ottawa reserves the right to award the contract to the most responsive and responsible contractor(s). The County of Ottawa reserves the right to award multiple contracts to multiple vendors if in the best interest of the County. Both entities further reserve the right to consider matters such as, but not limited to quality offered, delivery terms, budget requirements, location, and service reputation of the proposer, in determining the most advantageous proposal. Ottawa County reserves the right to reject any and all proposals.

## INFORMATION SUMMARY

Proposals received after RFP Deadline Date will not be considered.

RFP Release Date:	Friday, September 18, 2020
Receipt of Questions Deadline:	Friday, September 25, 2020
Addendum Issue Date:	Tuesday, September 29, 2020 by 5:00 PM ET
<b><u>RFP Deadline Date:</u></b>	<b><u>Friday, October 2, 2020 by 2:00 PM ET</u></b>
Intent to Award (Estimated):	October 23, 2020

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## VENDOR PROPOSAL CHECKLIST

Failure to submit the following items may result in the proposal being declared non-responsive. Proposal documents should be submitted in the following order:

- ATTACHMENT A – PROPOSAL FORM
- ATTACHMENT B – PRICING FORM
- ATTACHMENT C – CONTRACTOR CONDITIONS
- ATTACHMENT D – ALTERNATE PRICING FORM

## 1. PROPOSAL SUBMISSION

Proposals must be received by **2:00 PM ET on Friday, October 2, 2020**. Proposals received after this time will not be considered. All proposals must include completed, signed copies of all required attachments (See Vendor Proposal Checklist for full details). Attachments must be filled out in full and signed by an authorized Company representative.

**Proposal Response:** Proposal response must contain completed, signed copies of each of the following:

- ATTACHMENT A – PROPOSAL FORM
- ATTACHMENT B – PRICING FORM
- ATTACHMENT C – CONTRACTOR CONDITIONS
- ATTACHMENT D – ALTERNATE PRICING FORM

Proposals will be accepted by e-mail submission, as follows:

**E-mail Proposal Submission:** Respondents may submit an electronic response (preferably single-file PDF format) by e-mail to: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) with the subject line of: "RFP 20-29 Snow Removal and Ice Control Services." The County can receive email attachments up to 25 MB. Proposal documents larger than 20 MB should be sent in multiple emails with the subject line of: "RFP 20-29 Snow Removal and Ice Control Services – 1 of 2."

**Rejection or Withdrawal:** The Owner reserves the right to reject any proposals, waive any defects in proposals, and accept any proposal deemed to be in their best interest. Proposals may be withdrawn at any time prior to the scheduled time of the proposal opening.

## 2. QUESTIONS

Vendors may submit questions and requests for clarification regarding this RFP through **Friday, September 25, 2020**. Contractors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered in a manner that provides adequate time to prepare a comprehensive and complete proposal. All requests for additional information or questions should be directed to Sandra Coles, Buyer, Ottawa County Fiscal Services Department, [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org).

Responses to all questions and inquiries received by the County will be issued **by 5:00 PM ET on Tuesday, September 29, 2020**, in the form of an Addendum and posted on the MITN and on the County's website.

### 3. SCOPE OF WORK

The scope of services consists of plowing/removal of snow and ice from the County of Ottawa (County) drives, parking lots, and foot traffic areas. It is understood that the snow and ice control services considers several factors, such as, public safety, traffic volumes, accessibility to service area, vehicle traffic, vehicle parking, and other factors.

Driveways, parking areas, fenced areas, garage and shed doors, and gates will be cleared and periodically checked as required during snow events. County locations will be cleared of snow and ice particularly during work days/hours, Monday through Friday. The County driveways and parking lots will be cleared of snow and ice no later than 7:30 AM ET during the workweek where practical.

#### **Commencement of Snow and Ice Control Operations**

The contractor will closely monitor weather forecast developments and prepare in advance for approaching snowstorms and/or ice events by performing the following, to include but not limited to:

1. Assuring plows and/or salt spreaders are installed on trucks;
2. Staking the perimeter of parking lots, curbs, corners, etc. of plowing areas to prevent damage;
3. Trucks are maintained and fueled in preparation of an event of snow and ice;
4. Crews are alerted to standby to be called to work at any time due to possible weather conditions;
5. Adequate trucks and crews are available to respond to a snow and/or ice event;
6. Salt supplies are adequate.
7. Snow and ice operations will commence when one or more of the following conditions exist:
  - a. Slick conditions or icing is occurring, or likely to occur, which may create a hazard for vehicular traffic.
  - b. Snowfall accumulation, which exceeds two inches (2”), is imminent or occurring depending on location.

#### **Snow and Ice Control Procedures**

1. Slick or icy spots will be salted to reduce the hazard or danger to vehicular and pedestrian traffic. Particular attention will be given to areas near stop signs.
2. When the snow depth exceeds two inches, snow removal crews will commence plowing.
3. Snow plowing and removal from County facilities inclusive of parking lots will occur prior to 7:30 a.m., Monday through Friday. County facilities inclusive of parking lots will be cleared of snow and ice by Monday morning at 7:30 a.m. from a weekend snow/ice event.
4. Fillmore jail to be plowed 24/7 including weekends and holidays upon 2” accumulation of snow fall. On weekends, slick or icy spots will be salted to reduce the hazard or danger to vehicular and pedestrian traffic, especially near stop signs.
5. Environment Health will require snow removal between and either side of recycling bins for Holland location at 14053 Quincy and Grand Haven location at 16850 Comstock.

6. Parking entrance/exists will not be blocked. Careless operation will require the contractor to return to clear area for access.
7. Environmental Sustainability Center, snow plowing on days only open when the snow depth exceeds two inches, snow removal crews will commence plowing.
8. All sheds, containers, and trailers will not be blocked at the Holland location at 14053 Quincy and Grand Haven location at 16850 Comstock. Careless operations will require contractor to return to clear area for access at no additional charge.

### **Minimum Snow and Ice Control Equipment**

4 - 6 Pick-up trucks (4x4) with mounted snow plows and salt spreaders

1 – front-end loader (with operator)

The contractor will provide a list of all equipment owned or leased to the Contractor upon request by the County.

### **Response Time**

Snow and ice service will be furnished 7 days a week within one hour after notification. Most snow and ice activities will occur during the early a.m. hours. Work will be continuous until all snow and ice control activities have been completed.

### **On-Call Service**

Vendor will be able to provide additional services as needed by the contract for on-call services. A County representative will communicate with the vendor for services outside the dates and times of the original scope.

### **Management**

The contractor will meet with Ottawa County Facilities Maintenance and Environmental Health departments or his/her designee periodically throughout the snow and ice season as required. The contractor will annually provide current name(s), telephone number(s), both home and/or cell phone of their designated snow and ice Coordinator contact person and staff authorized to respond to a snow and ice event. The contractor will insure that their staff has a valid State of Michigan driver's license at all times throughout the snow and ice season. Drivers without a valid Michigan driver's license will not be permitted to work under this agreement. The snow and ice Coordinator will be available 24 hours/day, 7 days/week. The County will provide the contractor with contact information of designated snow and ice personnel.

### **Contractor Damage**

Property damage inspections will occur at the conclusion of each snow and ice season, usually in May. The contractor will be responsible for repairs to parking lots, lawn and landscaping, irrigation sprinkler systems and their components, curbs and traffic signs caused by the

contractor’s vehicles during the snow and ice operation. The contractor will be wholly financially responsible for any reported damage and will return the property to its pre-season condition without delay. All incidental expenses in connection therewith, all costs incurred due to damage or destruction of public or private property and any additional expenses for unforeseen difficulties encountered, for the settlement of damages, and for replacement of defective work and materials are fully the responsibility of the contractor.

**Locations**

Location #:	Address	Plowing	Salting
1	12220 Fillmore St. West Olive	Parking lot, drive, and main drive: Monday through Friday	
2	12120 Fillmore St. West Olive	Parking lot and drives: 24/7	Weekend
3	12130 Fillmore St, West Olive	Parking lot and drives: 24/7	Weekend
4	1111 Fulton St, Grand Haven	Parking lot and drive: Monday through Friday	
5	414 Washing St, Grand Haven	Parking lots and drive: Monday through Friday	
6	415 Franklin, Grand Haven	Parking lot and drive: Monday through Friday	
7	3100 Port Sheldon Rd, Hudsonville	Parking lot and drive: Monday through Friday	Monday through Friday
8	85 W. 8 <sup>th</sup> St, Holland	Parking lot and drive: Monday through Friday	
9	12265 James St. A Bldg, Holland	Parking lot and drive: Monday through Friday	
10	12263 James St. B Bldg, Holland	Parking lot and drive: Monday through Friday	
11	12251 James St. C Bldg, Holland	Parking lot and drive: Monday through Friday	
12	12185 James St. D Bldg, Holland	Parking lot and drive: Monday through Friday	
13	14053 Quincy, Holland	Parking lot and drive: Tuesday, Thursday, 2 <sup>nd</sup> Saturday of the month	Tuesday and Thursday, 2 <sup>nd</sup> Saturday of the month
14	16850 Comstock Ave, Grand Haven	Parking lot and drive: Monday, Wednesday, 4 <sup>th</sup> Saturday of the month	Monday, Wednesday, 4 <sup>th</sup> Saturday of the month

**Invoicing**

Invoices will be submitted to the appropriate department monthly. Advanced payments will not be authorized. Vendor will send two (2) invoices, depending on award, to Ottawa County. One invoice for locations #1-12 and the second invoice for locations #13-14. Invoices will include the following:

- Purchase order number
- Date of service

- Site address where service performed at
- Hours
- Equipment utilized

### **Contractor Personnel**

Contractor shall provide adequate personnel supervision to his/her employees. Each of these personnel shall be adequately trained. The Contractor shall designate and provide contact information (a single point of contact) for the person serving as the contract coordinator assigned to manage and communicate with the Ottawa County.

Contractor shall require that its personnel adhere to County security, fire, and safety policies and procedures, as well as all Ottawa County properties being tobacco free as Contractor shall require that its personnel do not smoke and/or vape on any of the sites.

### **Insurance**

The Contractor, at its sole cost and expense, must obtain, maintain, and comply with all County insurance coverage and requirements. Such insurance will be occurrence-based or claims made with tail coverage or will be in a form and format acceptable to County Corporation Counsel and will be primary coverage as respects County. The Contractor will obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor's vehicles used in the performance of its contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of Michigan or a statutorily permissible self-insurance program in the sum of not less than \$1 million for combined single limit bodily injury and property damage. See *General Terms & Conditions* for more insurance requirements.

## **4. ALTERNATE SCOPE OF WORK**

Ottawa County Central Dispatch Authority is interested in an agreement with a contractor to provide similar services. Contractor should have the same qualifications and necessary equipment as laid out in the RFP 20-29. This serves as an opportunity for contractors to submit a proposal to the Ottawa County Central Dispatch Agency for snow removal and ice control. Any proposal for this Alternate will be a separate contract with possible varying terms & conditions.

Address	Plowing	Salting
12101 Stanton Street, West Olive	Parking lot, drives, and sidewalks: 24/7	Weekend

The scope of services consists of plowing/removal of snow and ice from the Ottawa County Central Dispatch Agency (OCCDA) drives, parking lots, and pedestrian sidewalks. It is understood that the snow and ice control services consider several factors, such as, public safety, traffic volumes, accessibility to service area, vehicle traffic, vehicle parking, and other factors.

Driveways, parking areas, and pedestrian sidewalks / walkways will be cleared and periodically checked as required during snow events. OCCDA locations will be cleared of snow and ice throughout the day on a 24/7 basis including weekends and holidays upon 2 inches of accumulation of snowfall.

It is recommended that the contractor submit pricing with their submission for RFP 20-29 if the contractor wants to be considered for the agreement. OCCDA reserves all the same rights and conditions the County as stated in this RFP solicitation.

## 5. QUALIFICATIONS OF CONTRACTORS

Contractors will submit proposals with the understanding that prior to the award of contract, the County may make investigations as deemed prudent to determine contractor's qualification and eligibility.

- Contractor will have a minimum of three (3) years of experience in their area of service of snow removal, plowing, and ice control services;
- Contractor will be able to meet all insurance requirements outlined in the RFP;
- Vendor will have and maintain all applicable local, state, and federal licenses, permits and certifications required by the industry;
- The Contractor will have sufficient vehicles to provide the level of service proposed;
- The Contractor must maintain, and provide to the County, a complete listing of all vehicles and/or equipment proposed to be used in the performance of the contract, including their license and vehicle identification numbers.
- Contractor employees operating motor vehicle or machinery shall hold and maintain the proper licenses including but not limited to driver's license.

To be considered responsive, contractor must meet the requirements of this RFP.

## 6. PROPOSAL SELECTION & AWARD PROCESS

Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Failure to meet submission requirements will result in rejection of the response. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. Contractor assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the project objectives. **A contractor may not contact any member of an evaluation committee except at the RFP Administrator's direction.**



- Pricing
- Resources – Staffing and Equipment
- References
- Company Background & Experience

Ottawa County reserves the right to interview any number of qualifying proposers as part of the evaluation and selection process. The decision as to which proposer(s) to contact (if any) will be based upon the most qualified, capable, experienced and cost-effective proposer(s) as determined in the evaluation process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The lowest priced response may not have a direct bearing on final selection. Ottawa County and reserves the right to select and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints. An Intent to Award will be issued and all proposers will be notified. The County reserves the right to negotiate with the selected contractor, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified proposers to provide service as referenced under negotiation process.

## **7. CONTRACT TERMS, PERIOD, PROCEDURES & USE**

The County of Ottawa’s intent is to award a contract for a period of three (3) years. Ottawa County’s contract will not be enforced until both parties have agreed and signed as accepted. The County reserves the right to award contracts to more than one Contractor, if in the best interest of the County to provide adequate delivery, service and product availability. This contract is for use by Ottawa County and all departments, agencies and courts within, as applicable.

The County reserves the right to reject any and all proposals. The County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County. Pricing reflects a commitment of the term indicated. Contractors are to not start work for Ottawa County until receipt of an Ottawa County Purchase Order, authorizing work to begin.

## **8. GENERAL TERMS & CONDITIONS**

### CONFLICT OF INTEREST

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, or (2) benefit from an award resulting in a “Conflict of Interest.”

DEBARMENT AND SUSPENSION

The Contractor certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this bid/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

INDEMNITY

The Vendor shall indemnify and hold harmless Ottawa County, its employees, agents, and volunteers against and from all claims, judgements, losses, damages, payments, costs and expenses of every nature and description, including attorney's fees, arising out of or resulting from the vendor's performance of or failure to perform the work described herein.

INDEPENDENT CONTRACTOR

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

INCURRED EXPENSES / CONFIDENTIALITY

The County is not responsible for any cost or expense incurred by the contractor by preparing and submitting a bid/proposal or any costs associated with meetings and evaluations of bids prior to execution of an agreement. All bids/proposals, (including attachments, supporting documentation, supplementary materials, addenda, and other) shall become the property of the County and will not be returned to the contractor.

INSURANCE

The vendor shall provide the following coverages:

Worker's Compensation and Employers Liability:

Workers Compensation	Michigan Statutory
Employers Liability Limits	\$500,000 Each Accident

\$500,000 Each Employee  
\$500,000 Aggregate Injury by Disease

Commercial General Liability:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

There shall be no Products/Completed Operations or Contractual Liability Exclusion. The General Aggregate Limit shall apply per location or project.

These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the service provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned shall be listed as additional insureds. A 30-day notice is required in the event of coverage termination for any reason.

Additional Insured. The Contractor will maintain insurance policies for the above outlined requirements, which contain endorsements naming the County as additional insured for general liability, professional liability, and auto liability.

Hold Harmless. The Contractor will indemnify, defend and hold harmless the County and their officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by County's fault or negligence. The obligation to indemnify, defend and hold harmless is not limited to insurance proceeds. Such indemnification will extend to claims, demands, or liability for injuries occurring after performance under the contract and will include, but not be limited to any claim that the provisions of his agreement violate state or federal anti-trust laws.

Cancellation. All insurance policies will include language requiring a 30-day notice to be given to the Permit Officer prior to cancellation, modification or reduction in limits.

Evidence of Insurance. Prior to the starting date of the contract and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements must be filed with the County.

#### IRAN LINKED BUSINESS

By submission of this form, the Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business,” as that term is defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

#### LAWS

This contract shall be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein shall so comply.

#### MINOR IRREGULARITIES AND RETAINED RIGHTS

The County reserves the right to waive minor irregularities in proposals and/or bids. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Contractor an advantage or benefit not afforded to other Contractors. The County may waive any requirements that are not material. The County may make an award under the contract in whole or in part and change any scheduled dates. The County reserves the right to use ideas presented in reply to this process notwithstanding selection or rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

#### MODIFICATION

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative by each party.

#### OWNERSHIP OF DATA

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to this agreement, shall become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data shall be delivered to the County or its designee upon completion of the agreement or at such other times as the County or its designee may request.

#### BID/PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

The County reserves the right to negotiate with the vendor(s) within the scope of the ITB/RFP in the best interests of the County. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bid and/or proposal to determine a vendor’s compliance with the requirements of the solicitation.

The County reserves the right to reject any or all bids and proposals, or any part thereof; and to waive any minor defects in the bids/proposals if this is to the advantage of the County. The County’s waiver of a minor defect shall in no way modify the ITB/RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

The County also reserves the right to accept or reject any and all bids/proposals submitted or cancel this ITB/RFP in whole or in part if such cancellation is in the best interest of the County. Prior to the date and time set forth as the Bid and/or Proposal Receipt Deadline, bids/proposals may be modified or withdrawn by the vendor's authorized representative. After the bid/proposal deadline, bids/proposals may not be modified or withdrawn without the written consent of the County.

#### RESERVATION OF RIGHTS

The County reserves the right to reject any and all bids/proposals, to award the agreement to other than the low bid/proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the bids/proposals, to waive irregularities and/or formalities, and in general to make an award in the manner as determined to be in the County's best interest. The County may, at its discretion, cancel any bid/proposal or other solicitation and/or reject all bids/proposals in whole or in part.

#### SUBCONTRACTORS

Since the contract is made pursuant to the bid/proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor shall not sublet or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

#### PAYMENT TERMS

In the absence of any prior arrangement, payment terms will be Net 30.

#### SAFETY

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

#### TERMINATION

The County and/or Ottawa County Dispatch may terminate an award/contract for the failure to perform a term of the specifications to the satisfaction of the County, and/or when the approved progress schedule or any other requirement of this Contract is not met. The County shall provide ten (10) days advance written notice to the Contractor for the failure to perform services or for the violation of any other term of the solicitation specifications. In the event of such termination, the County may complete the contracted work and the Contractor will be liable for any excess cost occasioned by 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.

An award/contract may be terminated at will by the County upon a minimum of thirty (30) days prior written notice to the other party. In the event of termination as provided in this subsection,

the Contractor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the solicitation specifications. Payment shall be made upon the Contractor delivering to the County all information and materials retained by the Contractor in performing the services described in the specifications, whether completed or in progress.

WARRANTY

Vendor warrants that the goods and/or services supplied will be of good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for that intended use. The awarded vendor will warrant that all equipment is free of material defects both in materials and in workmanship for a minimum of 12 months (unless otherwise state in the solicitation document) from delivery date. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.