



INVITATION FOR BID

IFB 2024-11

Bay County Department on Aging
Meal Delivery Vehicles (Rebid)

JIM BARCIA
BAY COUNTY EXECUTIVE

INVITATION TO BID – THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THE NON-BIDDERS FEEDBACK FORM TO ENSURE THAT YOUR FIRM MAY BE RETAINED ON OUR BIDDER LIST

DATE OF REQUEST	JUNE 14, 2024
REFERENCE BID NUMBER	IFB 2024-11
DEADLINE FOR VENDOR QUESTIONS	JUNE 21, 2024 5:00 PM
ADDENDUM ISSUED	JUNE 28, 2024 5:00 PM
PROPOSED DATE/TIME REQUIRED	JULY 9, 2024 11:00 AM
BID SUBMITTAL	BAY COUNTY FINANCE DEPT. ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK BID	“BAY COUNTY DEPARTMENT ON AGING MEAL DELIVERY VEHICLES (REBID) DELIVER BID TO FINANCE DEPARTMENT IMMEDIATELY”

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INTRODUCTION:

The Bay County Department on Aging will be purchasing three (3) Meal Delivery Vehicles. These vehicles will be used throughout Bay County to deliver meals to the homebound elderly. These vehicles will be driven within the city limits and in rural areas.

SPECIFICATIONS:

1. All wheel drive with a wheelbase of approximately 107 to 113 cubic feet.
2. Front seat dimensions (head room and leg room) of approximately 39 to 45 cubic feet.
3. Cargo area of vehicle (with back seats folded down) approximately 64 to 69 cubic feet; side to side approximately 35 to 38 cubic feet.

ADDITIONAL INFORMATION:

These vehicles will be transporting, at a minimum:

1. Two (2) hot Cambro bags, **each** approximately 21” x 14” x 17”.
2. A cooler is approximately 150 quart, 142 liters. Approximate dimensions: 42” long x 19” wide x 20” high.
3. Cold food bins, **each** approximately 21’ x 13”.
4. Bread racks, **each** approximately 29” x 26” x 6”. Each rack holds 12 standard size loaves of bread.

Vendors may be asked to supply the vehicle quoted to ensure that the equipment listed above will fit in the vehicle and will provide the drivers with ease of access.

REQUIREMENT OF BIDDERS:

1. Each bidder must provide with its formal Bid a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase, or reduce prices or competition regarding the items covered by this Invitation to Bid. (**ATTACHMENT A**).
2. Pricing will only be accepted on the attached Bid Summary form. (**ATTACHMENT B**).

CONTENTS OF BID SUBMISSION PACKET:

1. Non-Bidders Feedback Form.
2. Cover Sheet.
3. Bidder’s Checklist.
4. Attachment A – Certificate.
5. Attachment B – Price sheet.
6. Information concerning the vehicle quoted.

GENERAL INFORMATION:

1. **CHANGES TO IFB:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed

Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.

2. **CONTACT INFORMATION:** To receive future communications related to this IFB, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing at purchasing@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a response to this IFB, the Firm agrees to be bound by this IFB's terms and conditions. Bids may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Proposal.
4. **IFB, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this IFB or receipt of Bids by the County or even notification of Bid acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. **INSURANCE:** The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this IFB and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;

- b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
- c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

8. **NON-DISCRIMINATION:** In the performance of the competitive sealed bid and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, national origin, gender identity and sexual orientation in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

9. **COST OF DEVELOPING BID RESPONSE:** The Firm shall be responsible for all costs incurred in the development and submission of its Bid Response.
10. **QUESTIONS:** All questions about this IFB must be received by **June 21, 2024, 5:00 p.m.** in writing, via email, to:

Frances Moore
Purchasing Agent
purchasing@baycounty.net

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **June 21, 2024**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than June 28, 2024 and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response.

In addition, the person listed above will issue all valid responses and changes to this IFB. Contact with other County staff or a County Board of Commissioner could be reason for disqualification.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Invitation for Bid must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their proposals.

Any information given to a prospective firm concerning the Invitation for Bid will be furnished to all prospective firms as an amendment or addendum to the Invitation for Bid if such information would be of significance to uninformed firms.

The County shall make the sole determination as to the significance to uninformed firms.

11. **RESPONSIBILITY:** Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualification shall be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. BID RESPONSE DELIVERY: Bids must be returned no later than **July 9, 2024 @ 11:00 A.M.** in a sealed envelope clearly marked **“Bay County Department on Aging Meal Delivery Vehicles (REBID).”** Please provide three (3) printed copies of the submission and one cost envelopment (include with the submission labeled “Original”). The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

13. BID RESPONSE OPENING: There will be a public proposal opening immediately following the deadline to receive bid responses in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.

14. BID RESPONSE REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all bid responses, to waive any irregularities and to make the final determination as to the best low qualified bid response.

15. BID RESPONSE AWARD: In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.

16. CONTRACT: The County’s award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents of the IFB will become incorporated within any formal agreement. This IFB does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm’s suggested terms and conditions may be submitted with firm’s Bid, however, neither the County’s acceptance of any proposal nor award of any contract pursuant to this IFB shall be construed as any definitive acceptance by the County of Firm’s suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the IFB, and last, the Firm’s Proposal.

17. DISPUTES: In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycounty.net

**THIS BID PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY
PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE**

www.baycounty-mi.gov

**SEE ATTACHED
REQUIRED DOCUMENTATION**

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NON-BIDDERS FEEDBACK FORM

Bid #: 2024-11

Department on Aging Meal Delivery Vehicle (REBID)

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycounty.net.

- _____ Unable to bid at this time but would like to receive future bid requests.
- _____ Service(s) or material(s) not provided by our firm.
- _____ Service(s) or material(s) we offer do not fully meet all the requirements specified.
- _____ We cannot meet the timetable required.
- _____ Insufficient time allowed for preparation and submission of bid.
- _____ Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- _____ Other: _____

Please remove our name from your bidders list for

- _____ This commodity group
- _____ These item(s) or material(s)
- _____ All bids

Signature: _____
Print Name: _____
Title: _____
Company Name: _____
Company Address: _____
Email: _____
Phone: _____ Date: _____

Bid Response Cover Sheet

Bid #: 2024-11

Department on Aging Meal Delivery Vehicle (REBID)

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor
Bay City, MI 48708

FROM: _____

Company Name

an individual,

a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

Year Firm Established _____

Years in Business: _____

The undersigned, having carefully read and considered the Invitation to Bid (IFB) for Department on Aging Vehicle Rebid does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Bid, including, by reference here, the County's IFB document. Bids must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY: _____
(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____

County: _____

State _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

TIN #: _____

UEI #: _____

Bidders Check List

Bid #: 2024-11

Department on Aging Meal Delivery Vehicle (REBID)

	YES	NO
1. I have read ALL the instructions and specifications.	_____	_____
2. I have read and acknowledge the information contained in the "General Information" section of the Bid	_____	_____
3. I have filled in ALL the required documentation.	_____	_____
4. I have provided all required information per the guidelines specified within the bid document.	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the authority to obligate my company.	_____	_____
7. I am returning the signed ORIGINAL and specified number of copies required per the bid document	_____	_____
8. I have organized and labeled the bid per instruction.	_____	_____
9. I have retained a copy of the submission.	_____	_____
10. I have properly labeled the external envelope.	_____	_____
11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award.	_____	_____
12. I have provided the necessary information for the person responsible for follow-up.	_____	_____

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

CERTIFICATION

Bid #2024-11

Department on Aging Meal Delivery Vehicle (REBID)

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

BID SUMMARY
Bid #2024-11
Department on Aging Meal Delivery Vehicle (REBID)

Vehicle Information		
Make/Model:		
Warranty:		
Total Vehicle price	Each:	Total:

Please list any additional charges or features on a separate sheet of paper.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____