



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

COVER SHEET

BID NUMBER: 58
ITEM MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES (VMI)
DEADLINE **February 9, 2012**
PRE BID MEETING: N/A

Bids are being solicited for the purpose of supplying and delivering **ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES – VENDOR MANAGEMENT INVENTORY PARTS** for the Genesee County Road Commission.

All bids must be submitted in a sealed envelope marked “BID” – ITEM #58 MEDIUM/DUTY BRAKE PARTS & ACCESSORIES - VENDOR MANAGEMENT INVENTORY PARTS (VMI).”

RETURN BID TO:

MAILING ADDRESS:

GENESEE COUNTY ROAD COMMISSION
JOYCE MCCLANE, CPPB
PURCHASING DEPARTMENT
211 W. OAKLEY STREET, 2nd Floor
FLINT, MI 48503

If you are interested in providing bid, please fill in the following information and return no later than the due date of **Thursday, February 9, 2012 at 1:00 p.m. E.S.T.**, to the attention of Joy A. McClane, Purchasing Coordinator.

The Genesee County Road Commission Purchasing Department shall no longer mail bids.

The Genesee County Road Commission officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). **You may also register on our website to be notified of all upcoming new bids at www.gcrc.org.** Copies of bid documents obtained from any other source are not considered official copies.

Only those vendors who obtain bid documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the Genesee County Road Commission is to become a registered vendor by calling Purchasing.

For more information about becoming a Vendor for the Michigan Intergovernmental Trade Network (MITN), please call IPT-Interactive Technologies by BidNet at (800) 677-1997.

Final Bid Tabulations will be on our website (www.gcrc.org) after Board approval.

Any technical questions about the specification, please contact Kevin Hammermeister, Lead Foreman of Equipment & Facilities at (810) 767-4920, ext. #255.

THE GENESEE COUNTY ROAD COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.



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The Genesee County Road Commission appreciates your time and effort in preparing this bid. Please note that all bids **must be received at the designated location by the deadline shown**. Bids received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable. **Fax and E-mail bids are not acceptable and will not be considered**. We would appreciate it if you would indicate on any “No Bid” response, any requirement of this ITB which may have influenced your decision to “No Bid”.

VERY IMPORTANT NOTICE

The Genesee County Road Commission operates under an Equal Employment Opportunity Policy. Bidders must comply with the non-discrimination clause of the Genesee County Road Commission’s Equal Employment Opportunity Plan. *Within 3 business days of being notified that you are the tentative low bidder, you must have your form on file with the Personnel Department at Genesee County Road Commission.*

*Our recommendation is that if you plan to do business with the Genesee County Road Commission in the future, please get this form on file. **SEE ATTACHED FORM.***

Also, if you are awarded a bid, you must provide a copy of your W-9 Form.

All Bidders must contact the Genesee County Road Commission’s Personnel Office to ensure that your Equal Employment Opportunity Plan is on file and up to date. If an Equal Employment Opportunity Plan is not on file with the Genesee County Road Commission, it is the Vendor’s responsibility to request, complete and submit necessary forms to the Personnel Office. Failure to comply with the above terms will result in disqualification of your bid.

**THE BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF GENESEE, MICHIGAN**

**David Miller, Chairperson, Cloyce Dickerson, Vice-Chairperson,
John G. Mandelaris, Commissioner, Robert C. Johnson, Commissioner, James A. Pomeroy, Commissioner**



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ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES VENDOR MANAGEMENT INVENTORY PARTS (VMI)

STANDARD TERMS AND CONDITIONS

FUNDING: Funds for payment have been provided through the Genesee County Road Commission budget approved by the Board of Commissioners for the current fiscal year only.

DELIVERY: Items ordered from this bid may require delivery to various locations throughout the Genesee County Road Commission, as specified in this bid or at time of order. All delivery and freight charges (F.O.B. Genesee County Road Commission designated location) are to be included in the bid price except as noted herein.

The Board reserves the right to accept or reject any or all bids, to waive any informality in the bids, to split and/or accept the bid which is in the best interest of the Genesee County Road Commission. The Board also reserves the right to re-award a bid when in the opinion of the Genesee County Road Commission the lower bidder will not be able to adequately comply with the Genesee County Road Commission's requirements in a timely manner. The successful bidder will be notified of award as promptly as a thorough analysis of bids will permit.

EQUAL EMPLOYMENT: All contracts will be awarded by the Genesee County Road Commission without consideration as to race, religion, sex, national origin or disability of bidder.

CONTRACT: When applicable, the bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by the Genesee County Road Commission, shall constitute a Contract equally binding between the successful bidder and the Genesee County Road Commission. No invoices will be paid prior to acceptance of Contract by the Genesee County Road Commission. No different or additional terms will become a part of this Contract.

INTERLOCAL PARTICIPATION: It is hereby made a precondition of any bid for a Contract for supplies or services and a part of these specifications, that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity having an interlocal agreement with the Genesee County Road Commission.

When applicable, it is further understood, that any other governmental entity that elects to use a Genesee County Road Commission semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

DEFAULT OF BIDDER: When applicable, if successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder.

Bidder, in submitting this bid, agrees that the Genesee County Road Commission shall not be liable to prosecution for damages in the event that the Genesee County Road Commission declares the bidder in default.

ADDENDA: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Genesee County Road Commission Purchasing Department. Addenda will be mailed to all that are known to have received a copy of the bid package and/or Contract. Bidders shall acknowledge receipt of all addenda.

SALES TAX: The Genesee County Road Commission is exempt by law from payment of Michigan Sales Tax and Federal Excise Tax.

ETHICAL CONDUCT: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or agent of the Genesee County Road Commission. The bidder affirms that the only person or parties interested in this bid as principals are those named herein, and that this bid is made without collusion with any other person, firm, or corporation.



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STANDARD TERMS AND CONDITIONS CONTINUED

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder’s responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The Genesee County Road Commission may request representation and other information sufficient to determine bidder’s ability to meet these minimum standards listed above.

REFERENCES: During an analysis of all bids, the Genesee County Road Commission may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

INSURANCE: The Vendor shall comply with the following:

A. INDEMNIFICATION

The Vendor shall save harmless, indemnify and defend in litigation the County of Genesee, the Board of County Road Commissioners of the County of Genesee, the Genesee County Road Commission, and its agents and employees, against all claims for damages to public or private property and for injuries to persons arising out of and during the progress of and to completion of the work.

B. WORKMAN’S COMPENSATION INSURANCE

The Vendor shall certify before the execution of the contract that the Contractor carries Workman's Compensation Insurance.

C. BODILY INJURY AND PROPERTY DAMAGE

The Vendor, before execution of the contract, shall file with the Genesee County Road Commission copies of completed certificates of insurance, as evidence that he Contractor carries adequate insurance, satisfactory to the Genesee County Road Commission, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.

1. BODILY INJURY AND PROPERTY DAMAGE OTHER THAN AUTOMOBILE

Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract shall be:

BODILY INJURY and PROPERTY DAMAGE LIABILITY	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

This insurance shall include, but not be limited to, coverage for:

- (a) Underground damage to facilities due to drilling and excavating with mechanical equipment.
- (b) Collapse or structural injury to structures due to blasting or explosions, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.



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STANDARD TERMS AND CONDITIONS CONTINUED

2. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY AUTOMOBILE

Unless otherwise specifically required by special provisions, the minimum limits of and bodily injury liability and property damage liability shall be:

BODILY INJURY LIABILITY

Each Person	\$ 500,000
Each Occurrence	\$1,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence	\$1,000,000
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COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Each Occurrence\$2,000,000
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3. The requirements for 1 and 2 above may be met through an Umbrella policy.

4. OWNER’S PROTECTIVE LIABILITY

Bodily injury and property damage protection, including general supervision of work performed shall be extended to the County of Genesee, the Board of County Road Commissioners of the County of Genesee, and the Genesee County Road Commission and all agent and employees thereof and, where shown, identity of the contracting parties, the protection shall be extended to all participating political subdivisions and public corporations. The minimum limit shall be \$1,000,000.

D. NOTICE

The Vendor shall not cancel or reduce the coverage of any insurance required by this Section without providing 30-day prior written notice to the Genesee County Road Commission. All insurance policies and binders must include an endorsement by which the insurer shall agree to notify the Genesee County Road Commission, in writing, immediately of any cancellation or reduction in the insurance coverage.

The Vendor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

All insurance policies and binders must also include endorsements by which the insurer shall agree to provide the Genesee County Road Commission, in writing, the following:

A 30-day prior notice of any insurer initialed cancellation or reduction in coverage for reasons other than nonpayment of the premium.

A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.

E. REPORTS

The Vendor or the Vendor’s insurance carrier shall report to the Engineer claims received, inspections made and disposition of claims. The Genesee County Road Commission will withhold the final estimate or reserve until either the contractor pays the claim or until final disposition of the claim by the Vendor’s insurance company has been received by the Genesee County Road Commission.



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STANDARD TERMS AND CONDITIONS CONTINUED

SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INDEMNIFICATION CLAUSE: The successful bidder (herein after referred to as Vendor), shall defend, indemnify, and save harmless the Genesee County Road Commission and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Vendor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Vendor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Workmen's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Vendor indemnifies and will indemnify and save harmless the Genesee County Road Commission from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Vendor shall pay any judgment with costs which may be obtained against the Road Commission growing out of such injury or damages.

Money due the Vendor under and by virtue of his Contract as may be considered necessary by the Genesee County Road Commission for such purpose may be retained for the use of the Road Commission, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the Genesee County Road Commission, except that money due the Vendor will not be withheld when the Vendor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Genesee County Road Commission Purchasing Department. Invoices not bearing a purchase order number will not be paid.

TESTING: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the Genesee County Road Commission Purchasing Department, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with the Road Commission. The Genesee County Road Commission reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the Road Commission.



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STANDARD TERMS AND CONDITIONS CONTINUED

WAGES: Vendor shall pay or cause to be paid, without cost or expense to the Genesee County Road Commission, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the Genesee County Road Commission Purchasing Department, 211 W. Oakley Street, Flint, Michigan 48503. The Genesee County Road Commission reserves the right to award a canceled Contract to next lowest and best bidder as it deems to be in the best interest of the Road Commission.

In the event of breach or default of this Contract, the Genesee County Road Commission reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the Road Commission.

In the event the Vendor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, the Genesee County Road Commission shall give the Vendor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the Road Commission within two (2) working days of receipt of such notice by the Vendor, default will be declared and all the Vendor's rights shall terminate.

DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Vendor by the Genesee County Road Commission shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Vendor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Vendor's name and address, delivery location, purchase order number and descriptive information as to item and quantity delivered.

HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time the MSDS are revised.

PAYMENT: Payment shall be made upon receipt and/or acceptance of item(s) ordered in accordance with the terms of this Contract by the Genesee County Road Commission and receipt of a valid invoice.

VENDOR'S LIABILITY: The Vendor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Vendor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the Road Commission's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Vendor at the next service day at no expense to the Genesee County Road Commission. If item is not picked up within one (1) week after notification, the item will become a donation to the Genesee County Road Commission for disposition.

WARRANTY: Vendor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Vendor and the Genesee County Road Commission agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Vendor shall provide additional warranty requirements as defined in the Scope of Work attached.



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STANDARD TERMS AND CONDITIONS CONTINUED

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Genesee County Road Commission.

GOVERNING LAW: Vendor is advised that these requirements shall be fully governed by the laws of the State of Michigan and that the Genesee County Road Commission may request and rely on advice, decisions and opinions of the Genesee County Road Commission Attorney concerning any portion of these requirements.

DRAWINGS: When applicable, all plans and specifications are hereby attached and made a part of this Contract.

BID BOND: When applicable, the successful bidder shall furnish satisfactory performance and lien bonds, each in the amount of not less than 100% of the total contract price. This request will be in your Specification and Terms.

When applicable, the bidder must submit a certified check, cashiers check or bid bond in an amount equal to 5% of the bid price, payable to the Genesee County Road Commission. This request will be in your Specification and Terms.

APPLICABLE LAW: All applicable laws and regulations of the State of Michigan and regulations of the Genesee County Road Commission shall apply.

COMPLIANCE WITH APPLICABLE LAWS: Vendor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules and regulations, relating to the provision of the services contracted to be provided by Vendor hereunder or which in any manner affect this Contract.

FORCE MAJEURE: Neither the Genesee County Road Commission nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

QUANTITIES: The Genesee County Road Commission requests purchase prices for the items identified in this bid, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

The Genesee County Road Commission reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the Contract in the form of an addendum.

PURCHASE FROM OTHER SOURCES: The Genesee County Road Commission reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of the Genesee County Road Commission. Further, the Road Commission reserves the right to obtain such goods and/or services from others without penalty or prejudice to the Road Commission or the Vendor and such action shall not invalidate in whole or in part this Contract or any rights or remedies the Genesee County Road Commission may have hereunder.



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ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)

SPECIAL REQUIREMENTS

BIDDER INSTRUCTIONS: READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede General Requirements where applicable.

GENERAL: All bids inclusive of pricing shall remain firm for acceptance for a period of one hundred twenty (120) days from opening date unless otherwise specified by the Genesee County Road Commission.

Prices bid shall reflect the full Scope of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

All correspondence relating to this ITB, from receipt to award shall be sent to the Genesee County Road Commission Purchasing Coordinator.

No award or acquisition can be made until the Genesee County Road Commission Board of Commissioners approves such action.

This ITB in no manner obligates the Genesee County Road Commission or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract or purchase order. Progress toward this end is solely at the discretion of the Genesee County Road Commission and may be terminated at any time prior to the signing of a Contract.

The Genesee County Road Commission will not be liable for any costs incurred by the Vendor in preparing a response to this ITB. The Genesee County Road Commission makes no guarantee that any goods and/or services will be purchased as a result of this ITB, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of the Genesee County Road Commission.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

ITB FORM COMPLETION: Bidder shall fill out, **SIGN**, and return to the Genesee County Road Commission Purchasing Department one (1) original and one (1) copy of the complete ITB form. An authorized representative of the vendor **MUST** sign the Bid Sheet. The Contract will be binding only when signed by an authorized person at the Genesee County Road Commission and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, Vendor **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL** ITBs are to be **F.O.B. Destination, Net Thirty (30) Days**.

ITB RETURNS: Bidders must return all completed bids to the Genesee County Road Commission Purchasing Department at 211 W. Oakley Street, Flint, Michigan 48503 **no later than 1:00 P.M.** on the date specified. Late ITBs will not be accepted. ITB must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:

GENESEE COUNTY ROAD COMMISSION
JOYCE A. MCCLANE, CPPB
PURCHASING DEPARTMENT
211 WEST OAKLEY STREET, 2ND FLOOR
FLINT, MICHIGAN 48503
ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES (VMI)



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SPECIAL REQUIREMENTS CONTINUED

PREPARATION OF BID: Bid must be submitted on the forms provided in this package, in ink or typewritten. The Bid Sheet(s), the Certification Sheet and the Contract Sheet must be manually signed by an officer of the company having the authority to bind the firm into a contract. These sheets, together with any addendum receipt forms which may have been issued, must be enclosed in a sealed envelope marked with the Vendor's company name, the bid name, number and due date.

ITEMS TO BE FURNISHED AS PART OF BID:

1. Signed Bid Sheet(s)
2. Signed Contract Sheet- undated (when applicable)
3. Non-Collusion Statement
4. Samples, if required by Specifications
5. References when required by Specifications
6. Bid Bonds when required

Failure to provide these items may result in rejection of bid.

LATE BIDS: Bids received in the Purchasing Department after submission deadline will be considered void and unacceptable. The Genesee County Road Commission is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the Purchasing Coordinator shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

SUBSTITUTIONS TO BID: Bidders offering substitutions shall state these by attachment as part of the bid. The Genesee County Road Commission reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the Road Commission.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Vendor without the permission of the Genesee County Road Commission for a period of ninety (90) days following the date designated for the receipt of bids, and Vendor so agrees upon submittal of their bid.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

TERMS OF PAYMENT: Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. When applicable, Invoices for installed equipment and software will not be paid prior to complete acceptance by the Genesee County Road Commission unless otherwise specified. If installation of equipment and software is delayed, the Road Commission reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

CONTRACT TERM & AWARD: Award will be made to the lowest and best bid meeting specifications. Award of contract shall be for three (3) years from date of acceptance and may be renewed for twelve (12) months, for two (2) renewal periods. Such extension shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Such extension shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Renewal shall be subject to approval by the Genesee County Road Commission Board of Commissioners each period. Once renewal option is exhausted, the Contract must be rebid.

The Genesee County Road Commission retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.



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SPECIAL REQUIREMENTS CONTINUED

PRICING/DELIVERY: All items should be priced – FOB Destination Full Freight Allowed, inside delivery. The Genesee County Road Commission will not pay for any additional transportation and/or shipping charges.

PRICE INCREASE: Contract prices are not subject to increase unless there is a written notification thirty (30) days prior to price increase and proof of increase from manufacturer.

No charges may be billed to the Genesee County Road Commission unless such costs were explicitly included in the bid. Bidder will incur any costs not explicitly included in the bid and/or mutually agreed to in writing by the Genesee County Road Commission Purchasing Department. The Genesee County Road Commission reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the Road Commission. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

REDUCTION IN PRICE: If during the life of the contract, the successful bidder’s net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the Genesee County Road Commission.

PRODUCTS ADDED: Products or items added to this contract shall be priced at the same discount as contracted items.

CONTRACT OBLIGATIONS: This bid, submitted documents and any negotiations, when properly accepted by the Genesee County Road Commission, shall constitute a Contract equally binding between the successful bidder and the Genesee County Road Commission. The selected bidder will be considered as the prime Vendor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts. The bidder’s response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.

Warranty **certificates** or **letters** on all applicable and warranty items shall be provided to the end user upon delivery. All warranties shall start from the in-service date with the Genesee County Road Commission.

Bids received after the opening date and time will be rejected.

REFERENCES

Bidder shall state length of time in service as an authorized Dealer and/or Manufacturer for the product being proposed. Bidder shall state length of time Manufacturer has been building product being proposed and location of manufacturing facility. _____

Bidder shall submit name, address, responsible party and phone number of not less than (5) Michigan based Municipal owners of comparable models to that being offered, who have used such models over a (5) year span. If none, state so.

1. _____
2. _____
3. _____
4. _____
5. _____

The Genesee County Road Commission reserves the right to reject any bids, waive any irregularities therein, and to accept the quote that in the opinion of the Board, are in the best interest and to the best advantage of the County of Genesee, Michigan.



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

NON-COLLUSION STATEMENT

“The undersigned affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

Bidder: _____

Address: _____

Phone: _____

Fax Number: _____

Bidder (Signature): _____

Bidder (Print Name): _____

Position with Company: _____

Signature of Company Official
Authorizing this Bid/Offer: _____

Company Official
(Printed Name): _____

Official's Position: _____

Bidder hereby assigns to Purchaser, any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States and the State of Michigan.



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

STATEMENT OF “NO BID”

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO: GENESEE COUNTY ROAD COMMISSION, ADMINISTRATION/PURCHASING DIVISION, 211 W. OAKLEY STREET, FLINT, MI 48503 OR FAX (810) 767-4405.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- _____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW)
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- _____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.
- _____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

WE UNDERSTAND THAT IF THIS "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDER'S FOR THE GENESEE COUNTY ROAD COMMISSION FOR FUTURE PROJECTS OR COMMODITIES.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____ DATE: _____



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

SPECIFICATIONS / SCOPE OF WORK

Page 1 of 2

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

- 1.0 The item quantities listed on the Bid Sheet are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.
- 2.0 All Brake Parts will be purchased and stocked on vendor management inventory to the specified Genesee County Road Commission department. Vendor will conduct an on-site inventory a minimum of one (1) time per month and shall rotate Brake Parts as standards or update changes. All prices quoted by Vendor shall be FOB Destination and shall include all handling or other charges.
- 3.0 If you are not selected as the prime supplier, would you be willing to serve as a standby (secondary) supplier under the terms and conditions and pricing of your bid? **Please check your choice.** YES ____ NO ____
- 4.0 All items quoted must be in compliance with the attached specifications. In the event Vendor takes exception to any of the terms, the vendor must indicate those exceptions on company letterhead and attach them to this invitation to Bid. Vendor shall identify excepted term by page number and paragraph.
- 5.0 Upon request of the Genesee County Road Commission, the successful bidder shall, at his own expense, provide the services listed below with no limit as to the number of times requested. Submit with your bid with a summary as to how you will accomplish the following:
 1. Fleet Survey of BRAKE PARTS
 2. Fleet BRAKE PARTS Analysis

For example:

Equipment Description	Brake Part Number	Sock Level	Number for Consignment
2006-2009 Volvo Slack Adjuster	Part # R803048	1	

- 6.0 The successful Vendor after award shall notify the Genesee County Road Commission Facilities & Equipment Director in writing the code(s) used by the manufacturer(s) in determining the manufactured date, (not date of shipment). Further, the Vendor shall explain where on the Brake Parts the code(s) are located.
- 7.0 The Brake Parts are to be supplied under this Contract shall be new and free from all defects; re-manufactured, second-hand, like new safety supplies, are not acceptable. The Genesee County Road Commission may elect to change the type of Brake Parts by written notice, during the term of the Contract.
- 8.0 Every Brake Part shall be warranted to be free from defects in workmanship and materials and to give satisfactory service under normal operating conditions during its life.
- 9.0 All Brake Parts failing during the warranty period shall be returned in accordance with the Manufacturer Warranty Program. Vendor must provide a warranty sheet or for all Brake supplies. Such warranty sheet shall be included in the bid package.
- 10.0 Vendor will deliver Brake Parts to the location listed below:

GENESEE COUNTY ROAD COMMISSION Equipment & Facilities Department – Stockroom 211 W. Oakley Street, Flint, MI 48503
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**Purchasing Division
 Invitation To Bid
 ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
 VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**SPECIFICATIONS / SCOPE OF WORK CONTINUED
 Page 2 of 2**

- 11.0 Vendor must provide with bid a current Manufacturer’s Brake Parts Catalogue with cross references.
- 12.0 Vendor will be responsible for establishing initial inventory and maintaining inventory at the location listed above.
- 13.0 Vendor must provide a detailed Scope of Work, Warranty and Terms & Conditions. Scope of Work and Terms & Conditions are subject to the review and approval of the Genesee County Road Commission. In the event of conflicting Terms & Conditions, the Genesee County Road Commission’s terms submitted in the Invitation to Bid shall prevail. Vendor must clearly identify any conflict with Terms & Conditions by denoting them on the same page where the conflicting Terms & Conditions appear.
- 14.0 Person(s) to contact for placing orders:

Name	Telephone Number	Email Address

- 15.0 Quantities are estimated unit counts, based on the past year's expenditures.
- 16.0 It is the intent of the Genesee County Road Commission to contract with one (1) supplier to provide Brake Parts as specified herein. However, the Genesee County Road Commission may make partial or complete awards to Vendors whichever is in the best interest of the Road Commission.
- 17.0 Vendor shall provide actual cost to the Genesee County Road Commission for the items specified below. The Genesee County Road Commission will review the quoting of substitute items. Should Vendor be unable to quote product identified in the specified list, Vendor should write “N/A” or “No-Bid” in the Price column. The Genesee County Road Commission may add models and sizes or delete items from this list as it deems appropriate and in the best interest of the Road Commission.
- 18.0 Vendor must provide an itemized quarterly statement of items stocked and the cost of these items to Joyce McClane, Purchasing Coordinator as a check and balance.
- 19.0 The Vendor shall provide all vendor management parts to Genesee County Road Commission within 7 days from time of purchase. The vendor will be excused from this in the event of Natural Disasters (snow storm, tornado, etc). If the vendor can not meet this timeframe, they must contact the Genesee County Road Commission immediately. The Genesee County Road Commission reserves the right to purchase parts outside the bid to continue operation.

These parts shall meet Michigan Department of Transportation 2003 Standard Specifications.

All deliveries are to be made as requested by the Genesee County Road Commission.

PLEASE NOTE: Quantities on which bids are being received are estimated quantities only, any increase or decrease in the stated quantities shall in no way affect the bid price.



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**BID SHEET
Page 1 of 6**

The following proposal is for furnishing and delivering requirements of **BRAKE PARTS** in accordance with your “Notice to Bidders and Specifications”.

Part#	Description	Qty	Unit Price	Total
1695989C91	front wheel oil hub cap	4		
1162X4	Push-Lock air fitting 1/4" union	6		
1162X6	Push-Lock air fitting 3/8" union	6		
1162X8	Push-Lock air fitting 1/2" union	6		
1165X2	Push-Lock air fitting 1/8" union 90 elbow	3		
1165X4	Push-Lock air fitting 1/4" union 90 elbow	3		
1165X6	Push-Lock air fitting 3/8" union 90 elbow	3		
1165X8	Push-Lock air fitting 1/2" union 90 elbow	3		
1168X2X4	Push-Lock air fittings 1/8" tube x 1/4" pipe	6		
1168X4X4	Push-Lock air fittings 1/4" tube x 1/4" pipe	6		
1168X4X6	Push-Lock air fittings 1/4" tube x 3/8" pipe	6		
1168X6	Push-Lock air fittings 3/8" tube x 1/4" pipe	6		
1168X6X6	Push-Lock air fittings 3/8" tube x 3/8" pipe	6		
1168X6X8	Push-Lock air fittings 3/8" tube x 1/2" pipe	6		
1168X8	Push-Lock air fittings 1/2" tube x 3/8" pipe	6		
1168X8X8	Push-Lock air fittings 1/2" tube x 1/2" pipe	6		
1168X8X8S	Push-Lock air fitting 1/2" tube X 1/2" pipe swivel 90 elbow	3		
1169X2S	Push-Lock air fitting 1/8" tube X 1/8" pipe swivel 90 elbow	3		
1169X2X4S	Push-Lock air fitting 1/8" tube X 1/4" pipe swivel 90 elbow	3		
1169X4S	Push-Lock air fitting 1/4" tube X 1/8" pipe swivel 90 elbow	3		
1169X4X4S	Push-Lock air fitting 1/4" tube X 1/4" pipe swivel 90 elbow	3		
1169X4X6S	Push-Lock air fitting 1/4" tube X 3/8" pipe swivel 90 elbow	3		
1169X6S	Push-Lock air fitting 3/8" tube X 1/4" pipe swivel 90 elbow	3		
1169X6X6S	Push-Lock air fitting 3/8" tube X 3/8" pipe swivel 90 elbow	3		
1169X6X8S	Push-Lock air fitting 3/8" tube X 1/2" pipe swivel 90 elbow	3		
1169X8S	Push-Lock air fitting 1/2" tube X 3/8" pipe swivel 90 elbow	3		
1172X4X4S	Push-Lock air fitting 1/4" tube x 1/4" pipe swivel Tee	2		
1172X4X6S	Push-Lock air fitting 1/4" tube x 3/8" pipe swivel Tee	2		
1172X6S	Push-Lock air fitting 3/8" tube x 1/4" pipe swivel Tee	2		
1172X6X6S	Push-Lock air fitting 3/8" tube x 3/8" pipe swivel Tee	2		

PAGE 1 - SUBTOTAL: \$ _____



**Purchasing Division
 Invitation To Bid
 ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
 VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**BID SHEET
 Page 2 of 6**

Medium/Heavy Duty Brake Parts & Accessories Vendor Management Inventory Items:

Part#	Description	Qty	Unit Price	Total
1172X6X8S	Push-Lock air fitting 3/8" tube x 1/2" pipe swivel Tee	2		
1172X8S	Push-Lock air fitting 1/2" tube x 3/8" pipe swivel Tee	2		
1172X8X4XS	Push-Lock air fitting 1/2" tube x 1/4" pipe swivel Tee	2		
1172X8X8S	Push-Lock air fitting 1/2" tube x 1/2" pipe swivel Tee	2		
2210V7536	r/h camshaft	1		
2210V7537	l/h camshaft	1		
359-5990	Oil Hub Cap Plug	4		
388249C1	front wheel hub gasket	2		
554318C1	4" muffler clamp	2		
554319C1	5" muffler clamp	2		
BX065303	Relay Valve	1		
BX107794B1	air dryer cartridge	1		
BX109578	air dryer heater kit	1		
BX109685B1	Bendix air dryer	1		
BX109869	Air Dryer Plug (AD-9)	1		
BX284412	Air Brake Release Valve	1		
BX5004341B1	air dryer purge valve kit	1		
BX801481	ABS Brake Valve	1		
BX803091	(21077070) Relay Valve	1		
BY4F24	Buyers 1-1/2" 4-bolt flange bearing	2		
BY9240086	1.25" 2-Bolt salter bearing	2		
BYB18128	Buyers 3-position donut pintle hitch	1		
BYB48	Buyers 1" D-Ring	2		
BYTC0015	Buyers Hyd Cap w/Chain	1		
BYU5L3FE	Buyers Hydraulic Filter	6		
CR43764	front wheel seal	2		
CR47697	rear wheel seal	2		
D07	14' X 8' Black Mesh Tarp for Roll-Rite Tarp System	2		

PAGE 2 - SUBTOTAL: \$ _____



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**BID SHEET
Page 3 of 6**

Medium/Heavy Duty Brake Parts & Accessories Vendor Management Inventory Items:

Part#	Description	Qty	Unit Price	Total
DI12360	2424 Brake Chamber	1		
DI12460	T2430 Brake Chamber	1		
DI92410	2424 Diaphragm 7"	2		
DI92411	2424 Brake Clamp	1		
DO8	16' X 8' Black Mesh Tarp for Roll-Rite Tarp System	2		
EC40PBA	4" band clamp	4		
EC40PLA	4" step down clamp	5		
EC50PBA	5" band clamp	5		
EC50PLA	5" step down clamp	5		
EUE8582-22-BK	1/2" hose to 3/8" pipe brake line	2		
EUE8582-24-BK	1/2" hose to 3/8" pipe brake line	2		
EUE8582-30-BK	1/2" hose to 3/8" pipe brake line	2		
EUE8582-48-BK	1/2" hose to 3/8" pipe brake line	2		
EUE8582-52-BK	air hose	2		
EUE8582-60-BK	air hose	2		
FIW013589373	Hendrickson Suspension Air Bag (8083871)	2		
GUN3600AX	Rear Drums All Volvo & International Trucks	4		
GUN3772X	Front Drums 03 Vovlo Trucks	2		
GUN3796X	Front Drums 06, 07, 08, 09 Volvo Trucks	2		
HR761K1	Rear Wheel Hub #4000-4008 (1397-1399)	1		
ISR8925	GK5 Fuel Sending Unit (240-325 ohms)	1		
ISR8926	GK3 Fuel Sending Unit (0-90 ohms)	1		
MA1702-4	Milton 3/8" hose x 1/4" pipe fitting	3		
MA1705-6	Milton 3/8" hose x 3/8" (F) pipe fitting	3		
MA1803	Milton (F) air hose coupler	10		
MA1809	Milton (M) air hose coupler	10		
MA1815	Milton 3/8" (F) Wall air coupler	6		
MA1859	Milton 3/8" (M) Wall air coupler	6		
MF24X36A	24" X 36" Plain Black Mudflap (No Advertising)	12		

PAGE 3 - SUBTOTAL: \$ _____



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**BID SHEET
Page 4 of 6**

Medium/Heavy Duty Brake Parts & Accessories Vendor Management Inventory Items:

Part#	Description	Qty	Unit Price	Total
MR11401	Dummy glad hand coupling	4		
MR12105	3/8" cable drain plug	2		
MRB205010	7-way rubber boot	3		
MRBE23-604	6-way trailer plug w/spring	3		
MRBE23-705	7-pin plastic trailer plug	3		
MRKN28053	Brake Relay Valve	1		
MRKN32005	Quick Release Valve	1		
MRKN32080	Valve Relay For Volvo Trucks	1		
MSSNOWBRUSH	Ice scraper with Brush	3		
OR275491B1	Bendix air governor	1		
PO11-614	6-way trailer plug	3		
PO11-616	6-way trailer plug rubber boot	3		
R803048	2006-2009 Volvo Slack Adjuster	1		
R803049	2006-2009 Volvo Slack Adjuster	1		
R803054	2006-2009 Volvo Slack Adjuster	2		
R803055	2006-2009 Volvo Slack Adjuster	2		
R803196	2006-2009 Volvo Slack Adjuster	1		
RWA13236Q2123	dust shield	2		
RWR801700	Slack Adjuster Pawl	2		
RWR810019	3030 Brake Chamber Clevis W/ Pins	4		
RWR955337	Volvo ABS Rear Wheel Sensor	1		
SW1306	7-Way trailer plug w/spring	3		
SW1401	3/8" Plastic air line	100		
SW1402	1/2" Plastic air line	50		
SW1403	5/8" Plastic air line	50		
SW1407	1/4" Plastic air line	100		
SW1422	Emergency Glad Hand (Red)	4		
SW1423	Service Glad Hand (Blue)	4		
TDA2210A7489	Front Cams L/H 03' Volvo Trucks	2		

PAGE 4 - SUBTOTAL: \$ _____



**Purchasing Division
 Invitation To Bid
 ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
 VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**BID SHEET
 Page 5 of 6**

Medium/Heavy Duty Brake Parts Accessories Vendor Management Inventory Items:

Part#	Description	Qty	Unit Price	Total
TDA2210D5438	Front Cams L/H 03' Volvo Trucks	2		
TDA2210M7631	Rear Cams R/H 03-09 Volvo Trucks	2		
TDA2210N7632	Rear Cams L/H 03-09 Volvo Trucks	2		
TDA2210Z7488	Front Cams R/H 03' Volvo Trucks	4		
VV020106-7	3/8" Plastic Split Loom	100		
VV020108-7	1/2" Plastic Split Loom	100		
VV020112-7	3/4" Plastic Split Loom	100		
VV056039	2/0 Copper Battery Lug with 3/8" hole	6		
VV056040	2/0 Copper Battery Lug with 1/2" hole	6		
VV056041	3/0 Copper Battery Lug with 1/2" Hole	6		
VV058086	3/0 Copper Battery Lug with 3/8" Hole	6		
VV058118	8" Cable for Connecting Battery	8		
VV600007	Velvac 2" female vented fuel cap	1		
VV600017	Velvac 2" male brass vented fuel cap	1		
XK3014514Q	frt brake shoe kit	2		
XK3014707QP	Rear brake shoe kit 03 Volvo/ 06-09 Front & Rear/Intern	6		
XK3014715QP	Front brake shoe kit 03' Volvo & International	4		
ZAJ8216045	3030 clamp	4		
ZZDP30	3030 diaphragm	4		
ZZGC3030CF	Brake Chamber 3030 Complete	2		
ZZGP3030KP40	3030 Piggyback Chamber Kit	4		

PAGE 5 - SUBTOTAL: \$ _____

GRAND TOTAL FOR ALL BRAKE PARTS (PAGES 1 THRU 5): \$ _____

Company Name: _____



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**BID SHEET
Page 6 of 6**

GENERAL:

All parts and accessories regularly supplied as standard shall be included whether mentioned herein or not.

Genesee County Road Commission reserves the right to accept or reject any or all bids and waive all technicalities.

All items should be priced – FOB Destination Full Freight Allowed. Genesee County Road Commission will not pay for any additional transportation and/or shipping charges.

Genesee County Road Commission has the right to add items at prices reflecting the same discounts as awarded contract pricing.

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

It is further understood and agreed that the entirety of this bid document, and such other special provisions and supplemental specifications is a part of this contract and are to be followed in the performance of the work.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Genesee County Road Commission in accordance with the requirements of the Genesee County Road Commission as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____ Tel: _____

Email Address: _____ Fax: _____



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

VENDOR MANAGEMENT INVENTORY AGREEMENT

Page 1 of 3

This Agreement dated _____, 2012, by and between _____,
a _____ corporation (“Company”), located at _____,
_____, and **Genesee County Road Commission**, located at 211 West Oakley
Street, Flint, Michigan (“Consignee”), is made with reference to the following facts and circumstances:

- A. Company is engaged in the distribution, sale and service of welding parts (the “Products”).
- B. Consignee desires to purchase Products, on a consignment basis, on the terms and conditions described in this Agreement.

IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

CONSIGNMENT:

Company shall ship to Consignee on consignment, such quantities and styles of Products as Consignee and Company, in its discretion, may determine. This Agreement does not include special order, phase-out, or non-stocking goods.

CONSIGNMENT INVOICES:

Company shall send a consignment shipper invoice at the time of shipment for all components. This method of invoicing is followed for mutual convenience and is not to be construed as a sale of Products.

ACCEPTANCE OF POSSESSION AND SALE:

Consignee shall accept possession of the Products on consignment, and shall purchase the Products at the consignment shipper/consignment bid price as determined in the above paragraph hereof from time-to time as the Consignee shall determine in order to meet Consignee’s requirements. Purchase of the Products shall occur when:

- 1. Products are installed for any purpose by the consignee.
- 2. Products are used, tested, modified, painted, or altered
- 3. Components or assemblies are not kept in exactly the condition as when supplied by the Company.
- 4. Components or assemblies, or a portion of them, have been removed or altered.

As long as the Product has not been altered, as set forth in subparagraphs one (1) through four (4) above, the Company shall accept a return of unused Products without a payment obligation.

EXPENSES:

Once Consignee receives possession of the consigned Products, Consignee shall be liable for and shall pay all expenses thereto, including all expenses of storing and insuring the Products.

OWNERSHIP OF PRODUCTS:

Ownership of Products shipped and consigned to Consignee shall remain in Company at all times until the Products are paid for in full, at which time ownership shall pass directly from Company to the Consignee. Similarly, ownership of the proceeds of all Products sold shall vest in and remain in Company until Consignee accounts for and remits Company’s share of the proceeds.

RISK OF LOSS:

Consignee shall assume all risk of loss for damage to or destruction of the consigned Products from any cause whatsoever from the time Consignee receives possession of the Products until purchased or returned to Company.



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

VENDOR MANAGEMENT INVENTORY AGREEMENT

Page 2 of 3

RETURN OR RETRIEVAL OF GOODS:

At all times consigned Products shall be subject to Company's direction and control. On Company's demand for any unused Products consigned to Consignee under this Agreement, Consignee shall promptly arrange Products to be picked up by Company. Such demand may be made in the sole and absolute discretion of the Company, for any reason or no reason, including, without limitation:

1. A change in the management of the Consignee.
2. The suffering of a casualty loss by the Consignee.

If Consignee finds any consigned Products to be unusable, Consignee may return them to Company with Company's prior verbal consent. Consignee shall arrange for the return of any consigned Products that are unusable. The Company shall have the option to retrieve consigned Products prior to usage by the Consignee and prior to payment of the invoices.

RECORDS:

Consignee shall keep accurate records showing:

1. All Products received from Company on consignment with the consignment invoice price.
2. All consigned Products remaining on hand
3. All Products return to Company and credits therefore.

Consignee shall allow Company's representatives to have access to such records, and on demand shall permit company at reasonable times to inventory the consigned Products in Consignee's possession. Consignee can review the quantities and products stocked after a year. Company may also take a physical inventory on an as needed basis.

ACCOUNTING AND REMITTANCE:

Consignee shall remit payment to Company, within thirty (30) days of being invoiced for the used consigned products.

INSURANCE:

Consignee shall keep the Products insured at full consignment invoice price against damage, destruction, and loss of every kind while the Products are in Consignee's possession.

ASSIGNMENT:

This Agreement is for the personal benefit of Consignee and, therefore, is not transferable or assignment on the part of Consignee.

INTEGRATION:

This Agreement is the entire agreement between the parties. This Agreement cannot be changed or amended except by written agreement signed by both parties. No oral agreement, representation, custom or practice will be effective to change, alter or modify the written terms and conditions set forth in the Agreement.

CONTROLLING LAW:

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Michigan.

SEVERABILITY:

In the event any provision(s) of this Agreement should be illegal or invalid for any reason, said provision(s) shall be deemed to be fully severable without affecting the remainder of this Agreement, and this Agreement shall be construed in force as if said illegal or invalid provision(s) have never been inserted herein.

HEADING:

The headings preceding each paragraph of this Agreement are inserted for convenience only, and are not to be deemed to constitute a part of this Agreement.



**Purchasing Division
 Invitation To Bid
 ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
 VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**VENDOR MANAGEMENT INVENTORY AGREEMENT
 Page 3 of 3**

BINDING:

This Agreement shall insure be binding upon the heirs and successors of both parties.

VENUE:

By execution of this Agreement, the parties consent to venue in Genesee County, Michigan, of any action brought to enforce the terms of this Agreement or to collect any monies due under it.

AGREEMENT BEGINNING DATE:

The consignment of products will begin _____, 2012 with products in possession of consignee on this date. Company and Consignee will meet at this time to re-evaluate the products carried and quantity levels.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

COMPANY

CONSIGNEE

Genesee County Road Commission

By: _____
 Its: President

By: John H. Daly III.
 Its: Manager Director

**The Board of County Road Commissioners
 Of the County of Genesee, Michigan**

 Chairperson

 Vice-Chairperson

 Commissioner

 Commissioner

 Commissioner



Purchasing Division Invitation To Bid

ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES VENDOR MANAGEMENT INVENTORY PARTS (VMI)

EQUAL EMPLOYMENT OPPORTUNITY

The successful bidder or supplier must have an approved Equal Employment Opportunity Plan (EEOP) on file with the Genesee County Road Commission before a contract or purchase order can be executed. The EEOP must be prepared on forms available from the Road Commission Personnel Office. An EEOP, when approved, is valid for three (3) years. The EEOP must contain and conform to the following elements:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age*, sex*, height, weight, marital status, handicap, veterans status or political affiliation. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and section for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age*, sex*, height, weight, marital status, handicap, veterans status or political affiliation.
3. The contractor or his collective bargaining representative will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
4. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual county project.
5. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Genesee County Road Commission said forms may, also elicit information as to the practices, policies, and program and employment statistics of each subcontractor as well as the contractor himself. The contractor will permit access to his books, records and accounts by the Genesee County Road Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.
6. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.
7. A firm whose work force is composed only of members of the same family is exempt from filing a formal EEOP. However, a modified EEOP listing of employees specifying their relationship must be submitted.

*Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966 reads:

It is unfair employment practice (a) for any employer, because an individual is between the ages of 35 and 60 or because of the sex of any individual, to refuse to hire or otherwise discriminate against him with respect to hire, tenure, terms, conditions or privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulations, the requirements of any federal or state training or employment program or on a bona fide occupational qualification and except selecting individuals for an apprentice program or an on-the-job training program intended to have duration of more than four months.

COMPLIANCE:

In the event that the Genesee County Road Commission finds that a contractor has not complied with the contractual obligations under this agreement, the Board of Genesee County Road Commissioners may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the Genesee County Road Commission until the contractor complies.



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**VENDORS, SUPPLIERS AND CONTRACTORS
WRITTEN EQUAL OPPORTUNITY PLAN
Page 1 of 3**

Date Submitted:	
Name Of Company:	
Address:	
Telephone Number:	Fax Number:
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT	
EQUAL OPPORTUNITY REPRESENTATIVE	
Name:	
Address:	
Telephone Number:	Fax Number:

Steps to Assure Non-Discrimination (Attach a separate page if enough space is not provided)

A. Recruitment:

B. Hiring:



**Purchasing Division
Invitation To Bid**

**ITEM #58 – MEDIUM/HEAVY DUTY BRAKE PARTS & ACCESSORIES
VENDOR MANAGEMENT INVENTORY PARTS (VMI)**

**VENDORS, SUPPLIERS AND CONTRACTORS
WRITTEN EQUAL OPPORTUNITY PLAN
Page 2 of 3**

C. Training

D. Placement & Promotion

E. Compensation:

F. Demotion, Layoff & Termination:

G. Sub-Contracting

Action Taken to Gain Cooperation of Unions

Have you been found guilty of a violation of federal or state civil rights laws concerning employment practices? If so, provide a written statement as to the nature and resolution to such case(s). Are you currently under a court order or consent judgment regarding employment practices? If so, attach a copy of this along with your response.

Complete and Attach the Employment Profile Form

Include documents substantiating equal employment opportunity compliance pursuant to other contracts.

