Board of Commissioners

Charles Nash
Chair, District 5

Kim Cyr
Vice Chair, District 1

J. Brett Herman
District 2

Michelle Hazekamp
District 3

Chris McGuigan
District 4

Jessica Cook
District 6

Kimberly D. Sims
District 7

Monday, October 26, 2026
26-2636 - Sobriety Court Treatment Services
District Court

Vendor Name	
Vendor Address	
Vendor Phone	
Vendor Email	

Requesting Agency	District Court
Description	Seeking treatment services partner for 60th District Court Sobriety Court program. Partner to provide treatment/therapy for participants, as well as staffing for Court liaison.
Date of Pre-Proposal Meeting	Thursday, October 29, 2026 at 11:00 AM
Location of Pre-Proposal Meeting	Teams meeting; see instructions in Section 3 under Proposal Conditions/Instructions to Responders
Deadline for Questions	Wednesday, November 4, 2026 at 10:00 AM
Response to Questions	Tuesday, November 10, 2026
Proposal Deadline	Wednesday, November 25, 2026 at 10:00 AM
Teams Meeting Link & Passcode	Please see section 15 under the Proposal Conditions/Instructions to Responders.

The Muskegon County Board of Commissioners would like to thank you for the interest in this solicitation being presented. A set of conditions and specifications/requirements are enclosed.

The time of receipt shall be determined by the time clock stamp in the electronic Bidnet system. Respondents are responsible for ensuring that their proposal response is submitted by the deadline indicated.
No late proposal responses will be accepted.

Sincerely,
Angela Gasiewski
Angela Gasiewski, CPA
Finance Director

Department of Finance & Management – Procurement
1903 Marquette, Suite A106, Muskegon, MI 49442
(231) 724-6281 – Bids@co.muskegon.mi.us – www.co.muskegon.mi.us

PROPOSAL SUMMARY

All costs (including labor, tools, equipment, materials, shipping, handling and all other costs) must be included in the total price. If there are any rebates or special qualifying programs please indicate their value and what must be done to qualify. The pricing information provided must be complete. This includes any additional taxes, surcharges or other fees that may be passed on to the County on the invoices. The minimum time this proposal will be in force is 90 days.

Respondents are to submit prices on the "26-2636 - Sobriety Court Treatment Services Bid Sheet" located in the documents section of this solicitation, found here https://www.bidnetdirect.com/mitn/muskegon-county. Every line (space) must contain a figure, zero (0), line (-) or "No Bid". Failure to complete the bid summary as stated above may be cause for rejection of bid.

PROPOSAL SPECIFICATIONS

If there are any questions regarding the following specifications, please contact the Procurement Office at the Bidnet website at: https://www.bidnetdirect.com/mitn/muskegon-county

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

Muskegon County District Court Department
26-2636 - Sobriety Court Treatment Services

BACKGROUND:

The 60th District Court in Muskegon County, Michigan operates a Sobriety Court. MCL 600.1060(c) defines drug treatment courts as ". . . a court supervised treatment program for participants who abuse or are dependent upon any controlled substance or alcohol." These courts are specially designed to reduce recidivism and substance abuse among nonviolent substance-abusing participant and to increase the participant' likelihood of successful habilitation through early, continuous, and intense judicially- supervised treatment, mandatory periodic drug testing, and use of appropriate sanctions. Drug treatment courts evolved to address the revolving-door cycle in which drug and alcohol participants moved in and out of the justice system. Drug treatment courts treat addiction as a complex disease and provide a comprehensive, sustained continuum of therapeutic interventions, treatment, and other services to increase a participant's periods of abstinence and reduce the rate of relapse, re-arrest, and incarceration.

The 60th District Court of Muskegon County completed the required Federal Drug Court Planning Initiative in August 2005. The Sobriety Court officially began on October 5, 2005. Funding was received from the Michigan State Court Administrator's Office (SCAO) in 2006, 2007, and 2008 for planning, implementation and enhancement. The Sobriety Court Team enhanced the program in 2008 by targeting the OUIL 3rd population through a one-year grant with the Office of Highway Safety. In 2009, the 60th District Court received funding through federal stimulus dollars to enhance the felony and misdemeanor program by including Comprehensive Case Management services, Transportation for the participants and Nutritional Program through the Michigan State University Extension Office. 60th District Court also received funding from a variety of state and federal programs in 2010-2023. The 60th District Court utilizes the Drug Court Management Information System to track data and accountability of the program.

MINIMUM REQUIREMENTS (What are the minimum qualifications or standards a vendor should have to be considered qualified to work on this project? Please fill out the table below.)

Responder must meet the following requirement(s) to be considered:	
1.	Minimum three (3) years of relevant experience providing substance abuse treatment, recovery support, or case management services.
2.	Must provide appropriately licensed or credentialed personnel, as applicable to the services provided.

SCOPE OF WORK:

I. THE SOBRIETY COURT SYSTEM

The 60th District Sobriety Court Program design is based on the foundation of the 10 Key Components and Guiding Principles that are replicated in all successful DWI programs.
The 60th District Court Sobriety Court Program is operated by Judge Paula B. Mathes. Potential participants are identified by the Sobriety Court Probation Officer shortly after the arrest.

The Probation Office uses the Needs Assessment developed through ADE Incorporated which provides results on ASAM criteria and DSM-IV classifications. All initial substance abuse screenings are conducted by agents with CAC I certifications. Standardized assessments to be used by the treatment provider(s) include the Bio-Psychosocial, SASSI, and/or any other evidence-based assessment tool for all participants during their treatment. If the participant agrees to enter the Program, he/she will do so at the next court session(s) held bi-weekly.

Once identified, misdemeanants (those who have at least one prior OWI) may qualify for Sobriety Court if the Needs Assessment reveals alcohol dependency and the defendant voluntarily wishes to participate in Sobriety Court. Upon entry of a guilty plea to the alcohol charge, and with the concurrence of the judge and the Sobriety Court Team, the defendant is ordered into Sobriety Court. Formal entrance into Sobriety Court is based upon a favorable pre-sentence report coupled with the concurrence of the judge and the Sobriety Court Team. Participants enter Sobriety Court as a condition of a probation sentence. Upon completion of the 18-month program the participant will enter alumni status.

Upon program admission, the participant is immediately referred for treatment. If the assessment indicates a need for a referral to mental health services, Integrated Dual Diagnosis Treatment and/or residential treatment or other more intensive substance abuse or mental health services, the treatment provider(s) must contact the Sobriety Court Probation Officer for prior authorization to seek any referrals for such services. There are very limited funds, not included in this Request for Proposal, for such

services. The Sobriety Court Team will review such requests for referrals and authorization for intensive services recommended by the treatment provider(s) on a case-by-case basis to ensure that the participant's mental health and/or substance abuse needs will not compromise his/her participation in the Sobriety Court program.

II. DATA AND BILLING

The Sobriety Court program utilizes the SCAO Drug Court Case Management Information System (DCCMIS). The treatment provider(s) will be required to enter the treatment, assessment and other data into the DCCMIS system within 24 hours of the treatment and/or assessment. Failure to do so will result in contract sanctions. The treatment provider(s) will also be required to enter data into the CareNet and/or other data system used for substance abuse documentation.
County of Muskegon funds will be used for treatment services AFTER the private or public insurance benefits have been exhausted. For example, the County of Muskegon will pay for treatment services after the client exceeds their private insurance, Medicaid funds or State grants.

The treatment provider(s) will be required to provide documentation indicating that all sources of funding have been exhausted prior to billing the Sobriety Court program for its services. Billing must identify the participant, the type of treatment, cost of each treatment modality and documentation that there are no other sources of funding to pay for the treatment – this includes but is not limited to a denial of services by the various substance abuse treatment gatekeepers – whether private or public.

If a contract is awarded to multiple treatment provider(s), the treatment provider(s) must coordinate services for the Sobriety Court participants and provide documentation of such coordination with the billing statement. For example, if a treatment provider(s) is selected to provide one treatment modality, it must provide documentation that it has coordinated services for the participant with the treatment provider(s) that are providing other treatment modalities identified in the Individual Plan of Service (treatment plan).

Personnel Activity Reports (timesheets) for each staff member of the treatment provider(s) providing services must be included in the billing statement to the 60th District Court on a monthly basis. The response to the Request for Proposal must include a sample of the Personnel Activity Report (timesheets) as well as the billing statement for each participant.

III. TREATMENT PROVIDER CREDENTIALS

Treatment provider(s) must include a summary of insurance providers for which they receive reimbursement in the Request for Proposal. Treatment provider(s) must include the name and credentials of each staff member within their agency who will be providing treatment to Sobriety Court participants, the modality of treatment to be provided and whether he/she is a member of a panel for private/public insurance.

The 60th District Court is accepting proposals only from agencies/providers that are certified by the national accreditation entities such as the Council on Accreditation (COA), the Commission on the Accreditation of Rehabilitation Facilities (CARF) and the Joint Commission on the Accreditation of Health Care Organizations (JCAHO) to provide treatment for its Sobriety Court program. A copy of the treatment provider(s) most recent accreditation letter must be included in the response to the Request for Proposal.

Due to the vulnerable nature of the Sobriety Court participants, the treatment provider must include documentation that it will not provide treatment by a staff member who has been convicted of criminal sexual offense such that the member is on the National and State of Michigan Sex Offender Registry.

If the treatment provider wishes to utilize other assessment tools than the identified in the Sobriety Court System section, they must be pre-approved by the Sobriety Court team.

IV. ASSURANCES FOR NON-DISCRIMINATION AND COMPLIANCE WITH PRIVACY

The treatment provider(s) awarded a contract shall not discriminate against an employee, applicant for employment, job seeker, or employer with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment or participation because of race, color, religion, national origin, sex, disability, height, weight, marital status, political affiliation, beliefs, arrest record, citizenship or non-merit factors. The treatment provider(s) awarded a contract shall not discriminate against any Sobriety Court participant because of race, color, religion, national origin, sex, disability, height, weight, marital status, political affiliation, beliefs and arrest record. Treatment provider(s) will be required to post such information at their location(s) and shall ensure that all Sobriety Court participants and/or employees of the treatment provider(s) or applicants for employment with the treatment provider(s) are aware of this information. In addition, treatment providers will be required to adopt an Equal Opportunity Policy no less stringent than the one adopted by the County of Muskegon. Before contracts are executed, treatment provider(s) will be required to either provide their EEO policy statement or provide evidence that their organization has officially adopted the County of Muskegon's EEO policy statement

The treatment provider(s) awarded a contract must assure during the time period of the proposed program, no participants who are members of the immediate family of

any of the programs' funded staff positions or governing board of the organization will be enrolled as program participants in the offered program. Immediate family is defined as: father, mother, sister, brother, child, aunt, uncle, nephew, niece, grandmother, grandfather, spouse, or spouse's father, mother, sister, brother, child, aunt, uncle, nephew, niece, grandmother or grandfather.

The treatment provider(s) must provide documentation that it complies with all federal and state regulations related to the privacy of the participant. The documentation must include at a minimum the information that is presented and signed by the participant related to privacy as well as agency privacy policies.

To ensure the integrity of the above program offered through the 60th District Court, special efforts are necessary to prevent fraud and other program abuses. Fraud includes deceitful practices and intentional misconduct, such as willful misrepresentation in accounting for the use of program funds. "Abuse" is a general term that encompasses improper conduct that may or may not be fraudulent in nature. While the policy is specific, possible problem areas could include the following: conflict of interest, kickbacks, commingling of funds, charging fees to participants or employers, nepotism, child labor, political patronage, political activities, sectarian activities, unionization and anti-unionization activities/work stoppages and maintenance of effort. Proposals that are found to violate the abuse standards will not be funded.

V. PROPOSAL PROCESS

The 60th District Court wishes to obtain the services of treatment provider(s) to provide a variety of treatment modalities for each participant. The treatment provider(s) must ensure that other insurances or Block Grant programs are utilized in conjunction with Sobriety Court treatment dollars in order that the participants receive the number of treatments as outlined in the table at the end of this Section. The selected treatment provider(s) must assure that they will seek all possible funding sources prior to using Sobriety Court treatment dollars. Funding for treatment through the Sobriety Court program is the funding of last resort.

The treatment provider(s) must provide staff to act as Court liaisons, manage Sobriety Court-specific groups, oversee data entry, produce quarterly reports, manage aftercare and alumni participants, provide follow up services, and provide individual and group treatment in addition to intensive treatment services. **The treatment provider(s) must be able to demonstrate that its staff is on insurance panels and is/are able to bill Medicare, Medicaid, Substance Abuse Block grant funds and private insurance. The 60th District Court reserves the right to only accept treatment providers(s) that are on insurance panels.**

The selected treatment provider(s) staff must meet with Court Case Manager and Lead Probation Officer bi-weekly to ensure care coordination services and to prepare Sobriety Court bi-weekly reports to judges and the Sobriety Court Team. The treatment provider(s) must agree to serve a minimum of 50 participants per year.

Please see the amount, duration and scope of services to be provided in the following table:

Therapy Type -*AD As Determined by Individual Plan of Service and Team	**Group Therapy**	**Individual Therapy**
Number of Weeks Phase I	Four (4)	Four (4)
Number of Weeks Phase II	Twenty-eight (28)	As determined by the Sobriety Court team and the IPOS
Number of Weeks Phase III	Sixteen (16)	As determined by the Sobriety Court team and the IPOS
Number of Weeks Phase IV	Twenty-six (26) AD*	As determined by the Sobriety Court team and the IPOS
Total Length Minimum Number of Sessions	48	As determined by the Sobriety Court team and the IPOS

Note: The County of Muskegon reserves the right to weigh each specification as to its importance to the needs of the department.

SUBMITTAL REQUIREMENTS:

Please see the bid packet checklist for documents that need to be submitted along with this RFB.

EVALUATION CRITERIA

The instructions for submitting the Proposals Conditions/Instructions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm.

The evaluation of proposals will be made on the basis of the criteria below. The respondents must first be deemed responsive to be considered for evaluation. To be responsive, a respondent must:

1. Fully complete all general forms contained in this solicitation.
2. Provide evidence showing that the respondent met each of the requirements in the Scope of Work.

If the responder is deemed responsive and responsible, the County will evaluate each proposal based on the following criteria:

(The criteria below are an example. Please edit as necessary.)

Evaluation Criteria		
1.	Response to Statement of Work	30
2.	Qualifications and Experience	25

3.	Implementation Plan	20
4.	References	15
5.	Pricing	10
	Total	**100**

Upon receipt and evaluation of the responses, selected proposers may be requested to make presentations to the evaluation team.

The County reserves the right to negotiate the final terms and conditions of any contract to be executed, including but not limited to the fees. In the event that the County and a Respondent are unable to agree upon all contract provisions, the County reserves the right to cease negotiations, and move on to select another Respondent, or to reject all proposals.

Consideration will be given to a product's past performance, warranty, cost of service and maintenance including batteries, cost of optional equipment, field testing and current user feedback.

Confidential Treatment Form

INSTRUCTIONS. A signed and dated Confidential Treatment Form (CT Form) must be submitted with your proposal, regardless of whether your proposal contains confidential information.

1. Complete either Section 1 or Section 2 of this form and sign where indicated. **Do not complete both sections**. Note: Completion of Section 2 is required to request confidential treatment.
2. This form must be signed by the individual who signed the respondent's proposal.

Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive.

In addition, failure to follow the instructions on this form or to properly complete and submit it may result in the entire proposal being publicly disclosed by the County without redaction after an award recommendation.

See the **Freedom of Information Act** MCL 15.231 for further information.

Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED

This section must be completed, signed, and submitted with the proposal if the respondent does **not** request confidential treatment of any material contained in the proposal. If this section is completed, **do not** complete *Section 2.*

By signing below, the respondent affirms that confidential treatment of material contained in their proposal is not requested.

Solicitation Number	Solicitation Title
Signature	Date
Printed Name, Title, Company	

Section 2. CONFIDENTIAL TREATMENT IS REQUESTED

Respondents must complete, sign, and submit this section with the proposal, to request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 1.**

Respondents must specifically identify the information to be protected as confidential and/or proprietary and state the reasons why protection is necessary. As shown in the table below, the following details are required for each confidentiality request.

1. The proposal page number, section number, and paragraph number.
2. Whether the material referenced is Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI). Respondents may not request confidential treatment of resumes, pricing, and marketing materials.
3. An explanation of the specific legal grounds that support treatment of the material as TS, FI, or PI and a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Respondents must not simply cite an applicable exemption or case name.
4. The person at their organization authorized to respond to inquiries by the County concerning the material and their contact information.

REQUIRED: Respondents completing this section must also submit a copy of the proposal with the trade secret, financial, and proprietary information redacted and clearly label this redacted copy as the PUBLIC COPY.

(1) Proposal Page #, Section #, Paragraph #	(2) Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI)	(3) Applicable FOIA Exemption with Written Justification	(4) Respondent Contact Information

Respondents may add rows or additional pages using the same format shown in the table.

Muskegon County FOIA Requests

The County reserves the right to determine whether material designated as exempt by a respondent fall under MCL 18.1261 or other applicable FOIA exemptions.

If a FOIA request is made for materials that the respondent has identified as trade secret, financial, or proprietary information, the County has the final authority to determine whether the materials are exempt from disclosure under FOIA.

The County is not obligated to notify a respondent if a FOIA request for respondent's proposal is received nor if respondent's proposal is made available to the public. This form, and any additional justification letters, are not exempt from release under FOIA.

By signing below, the respondent affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted "Public Copy" of the respondent's proposal.

Solicitation Number	Solicitation Title
Signature	Date
Printed Name, Title, Company	

PROPOSAL CONDITIONS/INSTRUCTIONS TO RESPONDERS

These conditions are an integral part of the request for proposals, and the Responder must comply with them.

1. Proposal Submittals
   Responder must submit proposals on these forms as requested. Proposals may be submitted electronically through the Bidnet site.

   Proposals may also be submitted in a physical package, please call 231-724-6281 to make appointment for delivery/drop-off.

   A. Responses submitted electronically will be submitted through the online Bidnet Portal at: https://www.bidnetdirect.com/mitn/muskegon-county. Electronic submissions by other methods will not be accepted.
   B. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bidnet Portal.

2. Specification Inquiries / Proposal Procedure Inquiries
   The sole point of contact concerning the Request for Proposal (RFP) is the Muskegon County Procurement Office at the Bidnet portal at: https://www.bidnetdirect.com/mitn/muskegon-county.

   Contacting any other personnel, agent, consultant or representative is Non-Binding and may result in disqualification.

   To contact the County of Muskegon or ask questions in relation to this RFP, respondents must register with the Muskegon County's public purchasing portal at https://www.bidnetdirect.com/mitn/muskegon-county (the "Portal") and initiate the communication electronically through the Opportunity Q&A. The Organization will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

   Questions must be submitted no later than the time and date specified on the cover of this document. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted on https://www.bidnetdirect.com/mitn/muskegon-county

3. Recommended Pre-Proposal Meeting
   A representative from the responder's company is encouraged to attend the recommended pre-proposal meeting. This is a non-mandatory meeting and therefore failure to attend the meeting will not result in the respondent being disqualified from bidding. Responders in attendance will be provided the opportunity to view the site and ask questions.

   Microsoft Teams meeting
   Join: https://teams.microsoft.com/meet/2381857058048805?p=Z8KuRqjKHvjwcm8W3d
   Meeting ID: 238 185 705 804 880 5
   Passcode: CV3u5CL3

4. Alternates & Deviations

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your proposal.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Director of Finance or their authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

5. Delivery Date

The delivery time or completion date, as stated in the proposal form, shall be the time required to deliver and complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on the proposal request, the responder/offeror shall, unless otherwise stated by the County, show the delivery time for each item separately.

Provide a tentative timeline in the proposal.

6. Respondent/Offeror Representation

Each respondent/offeror must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this Request for Proposals.

Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.

7. Material Safety Data Sheet – Reserved

8. Responder Samples, Brochures and Literature

Include brochures, literatures and samples if available. Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Responder at the Responder's expense. Samples of selected items may be retained for comparison purposes.

9. Accelerated Pay Discounts

Accelerated discounts should be so stated on the proposal form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices proposed must, however, be based upon payment within thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

10. Errors/Omissions/Discrepancies

Any errors, omissions or discrepancies in the specifications discovered by a prospective successful Responder and/or service provider shall be brought to the attention of the Director of Finance as soon after discovery as possible. Further, the successful Responder and/or

services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

11. Taxes
    Sales and other taxes: Purchases made directly by the County of Muskegon are generally exempt from sales and other applicable taxes. However, goods and services purchased by a Contractor to be used in the construction, alteration, repair, or improvement of property owned by the County may be taxable to the Contractor and Contractor should contact its tax professional for guidance. Notwithstanding, the price bid for contracts will be construed to include all applicable taxes and any such applicable taxes shall be paid directly by Contractor.

12. Subcontracting
    No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the successful Respondent will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

13. Exceptions
    The respondent shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. ***Failure to furnish the statement will mean that the respondent agrees to meet all requirements of the terms, conditions and specifications.***

14. Brand Names
    Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. A Responder may offer any equivalent product, which meets or exceeds the specifications. If proposals are based on equivalent products, the proposal must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; and c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If respondent fails to name a substitute, goods identical to the specified standard must be furnished.

15. Solicitation Opening
    Solicitations will be opened and the responder names read publicly online via Webex meeting. A meeting invite is embedded in the cover page of the solicitation or you can request an invite by sending an email to bids@co.muskegon.mi.us.

    Microsoft Teams meeting
    Join: https://teams.microsoft.com/meet/2816430194297529?p=VgvxqAalgKtj3zb0Tn
    Meeting ID: 281 643 019 429 752 9
    Passcode: u965j8SM

16. Commission Privilege
    The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such

action, as it deems necessary in the best interest of the County of Muskegon.

17. Proposal Results
    Responders who submitted a proposal and who wish to know the results before the award may visit the Bidnet web site at https://www.bidnetdirect.com/mitn/muskegon-county.

18. Clarification Request
    If the County determines, after the deadline to submit proposals, that a responder's proposal is not clear, the County reserves the right to issue a request ('Clarification Request") to a responder to clarify its proposal. Failure to respond to a Clarification Request may be cause for disqualification.

19. Reservations
    The County reserves the right to discontinue the RFP process at any time for any reason. The issuance of an RFP, your preparation and submission of a proposal and the County's subsequent receipt and evaluation of your proposal does not commit the County to award a Contract to you or anyone, even if all the requirements in the RFP are met.

20. Award
    The award of a County contract will be made to the responsive and responsible responder who offers the best value to the County. The following criteria may be considered by the County in selecting the best value: a) Ability to perform the service required within the specified time; b) Conformance to specifications; c) The quality of the performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) responder references.

21. Purchase Order
    A purchase order will be issued to the successful Responder after the proposal has been awarded and a contract has been fully executed with a copy presented to the Purchasing Department. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued and signed by the Director of Finance or an authorized representative.

22. Invoices and Payment Terms
    Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than fifteen (15) days. The payment term shall begin on the date the service/product is accepted by the County and the correct invoice is received in the office specified on the purchase order.

23. Vendor/Respondent Complaints or Protests
    The County of Muskegon has established administrative procedures for handling vendors complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:

    Step 1
    The vendor must contact the Director of Finance within seven (7) days of the incident about which he or she has a complaint. The Director of Finance will reply verbally or in writing to the vendor after discussion with the County Administrator.

Step 2
If the vendor is dissatisfied with the Director of Finance's reply, an appeal must be made in writing within seven (7) days to the Muskegon County Board of Commissioners.

24. Freedom of Information Act
Proposals will be available for public inspection after the award announcement, except to the extent that a respondent designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A respondent's designation of material as confidential will not necessarily be conclusive and the respondent may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.

25. Rights to Information Contained in Proposals
All Proposals will be considered the property of Muskegon County.

26. Legal Requirements
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposals and disputer about proposals. Lack of knowledge by a Responder about applicable law is not a defense.

27. Forum Selection
Any litigation regarding the agreement or its contents shall be filed in the County of Muskegon, if in a State Court, or in the United States District Court of the Western District of Michigan, if in Federal Court.

28. Execution of Counterparts
The agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed; shall together constitute one and the same instrument.

29. Entire Agreement
The final agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to the agreement and by no other means. Each party waives their future right to claim, contest or assert that the agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waivers or estoppels.

30. Assignment
Any purchase order awarded shall not be assignable by the successful Respondent without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

31. Civil Rights
A. The responder assures that in accordance with Title VII of the Civil Rights Act of 1964 (42U.S.C. 2000 et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Regulations issued thereunder (45 CFR Parts 80, 84, 86, and 91); the Michigan Persons with Disabilities Civil Rights Act 220 of 1976, as amended; the

Handicapper Business Opportunity Act, Public Act 112 of 1988 (MCL 450.791-45.795); the Qualified Service-Disabled Veteran-Owned Preference, Public Act 91 of 2005 and 133 of 2008 (MCL 18.261); the Americans with Disabilities Act, Public Law 101-336 of 1990 and the ADA Amendments Act public Law 110-325, and the Michigan Elliot-Larsen Civil Rights Act 453 of 1976 that no individual shall, on the grounds of membership in a protected class be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this responder.

Assurance is given to the County that good faith efforts will be made to identify and encourage the participation of minority, women, handicapper and disadvantaged business enterprises in contract solicitations. The responder shall incorporate language in all contract awards: 1) prohibiting discrimination against minority, women, handicapper and disadvantaged businesses in subcontracting; and 2) making discrimination a material breach of contract.

B. The responder assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Sub-Part F.

C. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause). Bidding is open to all interested parties, in compliance with national, state and local laws.

32. Michigan Iran Economic Sanctions Act, 2012 P.A. 517
Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent 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 Act.

33. Responder Arrears
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, respondents/offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.

34. Gender
For the benefit of brevity, when the pronouns “he” or “his”/“she” or “her” are used, it is not intended to denote the gender of any person.

35. Ownership and Use of Documents
A. All documents prepared in connection with the Submittal will become the property of the County whether any project related to this agreement is executed or not.

B. The successful Responder will retain all of its records and supporting documentation relating to this RFP, and not delivered to the County, for a period of three years, except that in the event the successful Responder goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.

36. Termination for Convenience
Muskegon County may terminate a solicitation or contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the successful Responder. Muskegon County does not pay for cost associated with the solicitation process. Muskegon County shall pay all reasonable costs incurred by the successful Responder up to the date of termination. However, in no event shall the successful Responder be paid any amount, which exceeds the price bid for the work performed. The successful Responder will not be reimbursed for any profits, which may have been earned up to the date of termination.

37. Termination for Default
When the successful Responder has not performed or has unsatisfactorily performed the contract or in the event, any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of the successful Responder to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful Responder will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.

38. Termination Due to Unavailability of Funds in Succeeding Fiscal Years
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the successful Responder shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

39. Rights and Remedies of County for Default
If any item furnished by the successful Responder fails to conform to specifications, or to the sample submitted by the successful Responder, the County may reject it. Upon rejection, the successful Responder must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the successful Responder fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the successful Responder the difference between the prices named in the purchase order and the actual cost to the County. If the successful Responder fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the successful Responder the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract.

40. Avoidance of Conflict of Interest and Confidentiality
The successful Responder may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the successful Responder must adhere to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:

A. The successful Responder will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the County.

B. The successful Responder will not undertake a specific activity, which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.

C. The successful Responder states that no County officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the County.

41. Incorporation of Instructions
Proposal conditions/instructions to respondent, specifications/requirements may become part of a contract for this product/service.

42. Debarment
If a respondent is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency, which prohibits your firm from participating in any procurement, the respondent must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

43. Cooperative Bidding
Various municipalities (consisting of the County, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the successful Responder awarded the bid extend to members of the group the same prices proposed in this proposal. Each individual participating member will place their own orders and be responsible for paying their own invoices.

44. Bid Deposit - Reserved

45. Forfeiture of Bid Guarantees
In the event of the successful Respondent refusing to enter into contract and bonds and proceed with the work or failing to execute the contract and bonds within ten (10) days after formal notification of award, a sum not to exceed five percent (5%) of the amount of the bid shall be forfeited to the County of Muskegon in lieu of performance and as liquidated damages.

46. Performance Bond
The successful Respondent will be required to furnish a satisfactory performance bond in the amount of one hundred percent (100%) of the contract.

47. Proposal Award/Contract Renewal Option

The proposal award/contract is for three (3) years, based on mutual agreement between both parties.

COUNTY OF MUSKEGON
INSURANCE REQUIREMENTS

The successful Responder, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Muskegon. The requirements below should not be interpreted to limit the liability of the successful Responder. All deductibles and Self-Insured Retentions are the responsibility of the successful Responder.

The successful Responder shall procure and maintain the following insurance coverage:

1. **Workers' Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following extensions: (A) Contractual Liability; (B) Ongoing Operations; (C) Products and Completed Operations; (D) Independent Contractors Coverage; (E) Broad Form General Liability Extensions or equivalent, if not already included; (F) Explosion, Collapse, and Underground, if applicable.

3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Coverage Limits / Excess and/or Umbrella:** Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

5. **Additional Insured:** The County of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof shall be named as ***Additional Insureds*** on an endorsement form of the Commercial General Liability Insurance policy with respect to liability arising out of work or operations performed by or on behalf of successful Responder.

6. **Primary Coverage**: Insurance as required herein shall be primary and non-contributory, and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.

7. **Professional Liability** insurance in an amount not less than $1,000,000 per occurrence and aggregate. If this policy is claims made form, then the successful Responder shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

8. **Cancellation Notice:** Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: (County of Muskegon, Attention: Procurement, 1903 Marquette Avenue, Suite A106, Muskegon, Michigan 49442).

9. **Proof of Insurance Coverage:** The successful Responder shall provide the County of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

10. **Renewal Certificate(s) / Endorsement(s):** If any of the above coverages expire during the term of this contract, the successful Responder shall deliver renewal certificates, endorsements, and/or policies to County of Muskegon at least ten (10) days prior to the expiration date.

11. **HOLD HARMLESS AGREEMENT:** All contracts must contain the following Hold Harmless Agreement:

    To the fullest extent permitted by law, the successful Responder shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use, arising or allegedly arising out of or resulting from the good, services or work; provided, however, that in compliance with MCL 691.991, but only to the extent that statute applies to the successful Responder, the successful Responder has no obligation to defend or indemnify the County or any other party for any amount greater than the degree of fault of the successful Responder. The successful Responder will include a similar provision in favor of the County in all subcontracts. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the successful Responder, its subcontractors, or the joint negligence of the successful Responder, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County or as limited by MCL 691.991.