

ROAD COMMISSION FOR OAKLAND COUNTY

TERMS AND CONDITIONS

Specification and Bid requirement deviations by the Bidder: Any deviation from this specification/and bid requirement MUST be noted in detail, and submitted in writing on or with the RFQ. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specification will hold the bidder/offeror strictly accountable to the specifications/and bid requirement as written herein. Failure to submit this document of specification/and bid requirement deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with bids or proposals, the bidder's/offeror's name should be clearly shown on each document. The RCOC retains the right to determine the equivalency of any product or service.

Quantities

The RCOC requests purchase prices for the items identified in this quote, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of quote 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 term. No guarantee is expressed or implied as to the total quantity of items to be purchased under this contract.

The RCOC 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.

MIOSHA Regulations: All equipment, machinery, tools and vehicles must meet all MIOSHA standards to be considered

Evaluation: It is RCOC's intent to award the contract to one bidder; however, RCOC reserves the right to award to multiple suppliers if RCOC, at its sole discretion, deems such action to be to the best interest of the public we serve. Contract award will be made to the lowest responsive and responsible bidder meeting all specifications.

Fiscal Funding: Funding of this contract is dependent on budget appropriations set each fiscal year. If necessary funds to continue with the specified equipment and services are not allocated by RCOC's Board, this contract shall be terminated at the expiration of the appropriated funds.

Delivery and Receipt of Goods: Accessibility for delivery purposes shall be between the hours of 7:30 a.m. and 2:30 p.m. Monday through Friday, with exception of RCOC observed holidays. All deliveries shall be received acceptance "subject to inspection". All goods must be tailgate delivered.

F.O.B. Destination Freight Prepaid: Title passes to the RCOC when goods are delivered to an RCOC location. The supplier shall pay all freight charges, owns the goods during transit and files claims, if any.

Performance: The supplier agrees to deliver all items meeting specifications, brand, and part number in good condition, on the dates established. For blanket orders, failure to comply with the above performance standards for blanket orders in excess of 5% may result in the cancellation of the order.

Hold Harmless: The supplier agrees to save harmless, indemnify, represent, and defend the RCOC Board, its officers, agents, and employees against any and all claims of whatsoever nature arising out of, or related to, the performance or non-performance of the work by the supplier, the supplier's employees, or agents.

Compliance with Applicable Laws and Regulations: The supplier specifically agrees to comply with any and all applicable State, Federal, and Local statutes, ordinances, and regulations, and with RCOC regulations during performance of the services and will require compliance of all subcontractors. Additionally, the supplier shall comply with the following: In accordance with Michigan 1976 PA 453, the supplier hereto agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Further, in accordance with Michigan 1976 PA No. 220, as amended, the parties hereby agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The supplier further agrees that it will require all subcontractors for this project comply with this provision.

Taxes: The RCOC, a government agency, is eligible for government pricing schedules and is tax exempt.

Payment: Payment shall be approximately 30 days after receipt of goods and correct invoice and all specifications herein being met. The purchase order number must appear on all invoices.