

**AGENDA**  
**COMMITTEE OF THE WHOLE**  
**Wednesday, February 3, 2021 – 4:00 p.m.**  
**VIA TELECONFERENCE PER PA 228 & PA 254 of 2020**

**Members:** Sheldon Matthews - Committee Chair, Christopher Boyd, Kathy Dwan, Carol Ewing, Kyle Harris, Dennis Krafft, Gerald Little, Carl Ruth, Jack Tany, James Theisen, Michael Webster

**Others:** Controller/CAO, Civil Counsel, Board Staff, Elected Officials, Department Heads

***The Committee of the Whole meeting will be held via Zoom.  
As the County Building is closed to the public, the meeting is open remotely  
to the public to follow along and participate during the public portion of the meeting, as follows:***

County of Saginaw is inviting you to a scheduled Zoom meeting.

Topic: [See Agenda below](#)

Date/Time: [February 3, 2021 04:00 PM EST](#)

Join Zoom Meeting: <https://zoom.us/j/8024441727> Meeting ID: [802 444 1727](#)

**INSTRUCTIONS using ZOOM audio conferencing:**

Dial: [1 \(877\) 853-5257](#) or [1 \(888\) 475-4499](#) and enter Meeting ID: [802 444 1727](#)

- I. Call to order
- II. Welcome
- III. Public comment (*Speakers limited to 3 minutes*)
- IV. Agenda
  1. **Referral from January 19, 2021 Board Session, re:**
    - Discussion of new County Policy #244 “Responsible Contractor Policy” w/ Resolution and revisions to County Policy #241 “Purchasing Policy”
      - Attachments include:
        - County Services Committee Minutes from September, October, November and December 2020 and Unfinished Business as presented on the 12/15/20 Board Agenda
  2. Other Issues of Interest/Concern – Board of Commissioners
- V. Miscellaneous

**Commissioner Boyd requesting consideration, re:**

  - Commissioner access to Saginaw County public records
  - Compliance with Board Rule 4.10
  - Review of purchasing evaluations on SCACC bidding process
- VI. Adjournment

Note: Upon completion of discussion, only motions to refer to an organized committee or to postpone indefinitely shall be allowed - Article IX, Section 9.5, and 2021 Board Rules.

# MINUTES

## COUNTY SERVICES COMMITTEE

111 S. Michigan Ave., Room 200, Saginaw MI 48602

**Wednesday, September 9, 2020 - 4:00 p.m.**

**VIA TELECONFERENCE PER  
EXECUTIVE ORDER 2020-154**

Present: Charles Stack – Chair, Cheryl Hadsall – Vice-Chair, Kyle Harris, Dennis Krafft, Michael Webster  
Others: Robert Belleman, Dave Gilbert, Commissioner Kathy Dwan, Kylie Kienitz, Josh Brown, Koren Thurston, Chris Taylor, Brian Keenan-Lechel, John Canzano, Jennifer Broadfoot, Jack Tany, Sue Arceo, Cindy Louchart

***The County Services Committee meeting was held via Zoom online meeting platform. As the County Building is currently closed to the public, the meeting was open remotely to follow along and participate during the public comment portion of the meeting.***

- I. Call to order---**Stack at 4:01 p.m.**
- II. Welcome
- III. Public Comment (*Speakers limited to 3 minutes*)---**None**
- IV. Agenda
  1. **Kent Greenfelder, Greenfelder Law Office, re:**
    - **9-22-6** Submitting a Petition for Change of Boundaries requesting approval of a Resolution to detach the property known as 15414 McKeighan Road, Chesaning, Michigan 48616 owned by Brenda Tithof from the Village of Chesaning  
**--- Moved by Krafft, seconded by Hadsall, to table. Motion carried.**
  2. **Brian Keenan-Lechel, Director, Parks and Recreation, re:**
    - **9-22-9** Requesting approval of a Resolution accepting a grant from the Michigan Natural Resources Trust Fund in the amount of \$300,000 for development of a splash pad at William H. Haithco Recreation Area, with local match of \$125,000 provided by the Saginaw Community Foundation and \$75,000 from Saginaw County Parks fund balance, for a total project cost of \$500,000  
**---Moved by Krafft, seconded by Webster, to approve. Motion carried. (Board Report/Res. A)**
  3. **MANAGEMENT ASSISTANT, re:**
    - **9-22-24** Forwarding a request from Kylie Kienitz, Life Scout Troop 366, who is working on her Eagle Scout Project and would like to place a First Responder Monument on Saginaw County Property at 219 S. Michigan Ave.  
**---Moved by Harris, seconded by Webster, to approve. Motion carried. Nay vote recorded for Krafft. [Note: The Committee directed the Controller to work with Ms. Kienitz on a location for the Monument] (Board Report)**

4. **Kathy Dwan, Commissioner District #1, re:**
    - **9-22-7** Submitting for approval amended County Policy #241 titled "Purchasing Policy" with all references to "prevailing wage" deleted  
**---Moved by Harris, with no second. Motion failed.**
  
  5. **Robert Belleman, Controller/CAO, re:**
    - **9-22-20** Submitting amendment of County Policy #241 titled "Purchasing Policy" and "Responsible Contractor Policy."  
**--- Moved by Krafft, seconded by Hadsall, to table until October County Services Committee meeting. Motion carried.**
  
  6. **INFORMATIONAL COMMUNICATIONS (To be Received & Filed in committee)**
    - **9-22-5** **SAGINAW CHARTER TOWNSHIP** sending notice that the State Street Corridor Improvement Authority (CIA) held an informational meeting for the benefit of taxing jurisdictions subject to tax capture on Tuesday, August 11, 2020 and has scheduled a second meeting for October 6, 2020
    - **9-22-8** **CITY OF SAGINAW** sending notice of a Public Hearing on the application of 217 Washington LLC for creation of a Commercial Rehabilitation Act (CRA) District for property 218, 222, 224 and 226 S. Washington Ave., Saginaw, Michigan, to be held September 14, 2020  
**---Moved by Krafft, seconded by Webster, to Receive & File. Motion carried.**
- V. Miscellaneous---**None**
- VI. Adjournment---**Moved by Harris, seconded by Krafft, to adjourn. Motion carried; time being 4:58 p.m.**

Respectfully Submitted,  
Suzy Koeplinger, Committee Clerk  
Charles Stack, Committee Chair

# MINUTES

## COUNTY SERVICES COMMITTEE

111 S. Michigan Ave., Room 200, Saginaw MI 48602

**Wednesday, October 7, 2020 - 4:00 p.m.**

**VIA TELECONFERENCE PER  
EXECUTIVE ORDER 2020-154**

Present: Charles Stack – Chair, Cheryl Hadsall – Vice-Chair, Kyle Harris, Dennis Krafft, Michael Webster  
Others: Robert Belleman, Dave Gilbert, Jennifer Broadfoot, Denise Babbitt, Steve Jonas, Cassie Miller, Eric Tank, Jamie Furbush, Kelly Suppes, Sue Arceo, Cindy Louchart, Jack Tany, Angie Miller

***The County Services Committee meeting was held via Zoom. As the County Building is closed to the public except by appointment, the meeting was open remotely to the public to follow along and participate during the public portion of the meeting.***

- I. Call to order---**Stack @ 4:00 p.m.**
- II. Welcome
- III. Public Comment---**None**
- IV. Agenda

1. **Jamie Furbush, Frankenmuth Convention & Visitors Bureau, re:**

- **10-20-5** Submitting for discussion and approval its FY 2020/2021 Budget  
--- ***Ms. Furbush gave a brief synopsis of challenges the Frankenmuth CVB faced moving forward with their budget. The hotel business has suffered due to COVID-19 and the mid-week business continues to suffer due to little to no bus tour traffic. Weekend tour traffic is picking up. Businesses and hotels are working hard to provide a safe travel environment. Commissioner Krafft asked specifically about the budget challenges relating to the travel industry. Ms. Furbush explained that the hoteliers provided her with forecasts and projections with all properties responding. Next year will be a slow rebound but we'll get there. Moved by Krafft, seconded by Webster, to approve. Motion carried. (Board Report)***

2. **Dennis Borchard, Director, Saginaw County Road Commission, re:**

- **10-20-6** Submitting its 2019 Annual Report *(Receive & File)*  
---***Moved by Krafft, seconded by Hadsall, to receive and file. Motion carried. (Note: Krafft asked that Mr. Borchard be invited to the November County Services Committee meeting)***

3. **Denise Babbitt, Director, Equalization, re:**

- **10-20-8** Submitting for approval the 2020 Saginaw County Apportionment Report  
---***Ms. Babbitt explained that this is a preliminary report and could change after the November 3<sup>rd</sup> election. Moved by Hadsall, seconded Krafft, to approve. Motion carried. (Board Report)***

4. **Steve Jonas, Executive Vice President, Saginaw Future, re:**

- **10-20-10** Requesting an appearance before the County Services Committee to discuss a Commercial Rehabilitation District approved by the City of Saginaw for 218 S. Washington Ave., Saginaw, MI and Saginaw County Policy #254

- **10-20-11 CITY OF SAGINAW** Submitting notice of a virtual Public Hearing on the application of 218 Washington LLC for a Commercial Rehabilitation Act (CRA) Tax Exemption Certificate for property located at 218, 221, 224, and 226 S. Washington Ave., for Monday, September 28, 2020 at 6:30 p.m.

*---Steve Jonas provided a brief explanation regarding the Shaheen CRA tax-exempt certificate. Commissioner Webster asked how far the zone extends. Cassie Miller and Eric Tank explained that it is limited to the Washington Avenue project. The site is located between the old Wally's Sandwich Shop and Spicer Group. Moved by Krafft, seconded by Hadsall, to receive and file. Motion carried. No action.*

*---Cassie Miller gave a brief explanation of the Asphalt Mural event that took place in Old Town Saginaw. A grant was applied for and received. The project was supposed to be part of the Old Town Art Fair, however the art fair was cancelled due to COVID-19. It was decided that the mural project would take place and murals were painted by artists and novices at the intersections of Court and Michigan, Hamilton and Court and Fordney and Rust. Food was available from local restaurants and there was music.*

*---Commissioner Krafft – Half our General Fund revenue is from property taxes. What is being done to hold developers to account and provide Saginaw County return on our assistance? Discussion was held on what other incentives developers bring to the area.*

5. **Robert Belleman, Controller/CAO – Dave Gilbert, Civil Counsel, re:**

*Tabled at September County Services Committee*

- **9-22-20** Submitting for approval amended County Policy #241 titled “Purchasing Policy” with all references to “prevailing wage” deleted
- **10-20-16** Forwarding information received in response to the draft Responsible Contractor Policy submitted in September for discussion and modification of the policy

*---Dave Gilbert and commissioners discussed the information provided. Mr. Gilbert suggested keeping the Purchasing Policy (PP) and Responsible Contractor Policy (RCP) tied together. He explained that once the RCP is streamlined, it may change other parts of the PP. Hadsall expressed concern that if this item is tabled again it will have an effect on the SCACC project. Mr. Gilbert and Mr. Belleman will bring a final version of the PP and RCP to the November meeting.*

*---Moved by Krafft, seconded by Harris, to table to November meeting. Motion carried after unanimous roll-call vote. (Commissioners Hadsall and Stack reluctant)*

6. **INFORMATIONAL COMMUNICATIONS (To be Received & Filed in committee)**

- **10-20-2 BIRCH RUN TOWNSHIP** submitting notice of a special meeting of its Downtown Development Authority on October 7, 2020 at 8:00 a.m. to discuss and take action on various issues
- **10-20-3 BRIDGEPORT CHARTER TOWNSHIP** submitting notice of a Public Hearing on the request of Amigo Mobility Products for an Industrial Facilities Tax Exemption at 6693 Dixie Highway, Bridgeport

- **10-20-4 VILLAGE OF BIRCH RUN** submitting the Downtown Development Authority Annual Report on Status of Tax Increment Financing Plan for fiscal year ending 2020

***---Moved by Hadsall, seconded by Webster, to receive and file. Motion carried.***

V. Miscellaneous--- ***None***

VI. Adjournment---***Moved by Harris, seconded by Hadsall, to adjourn. Motion carried; time being 4:46 p.m.***

Respectfully Submitted,  
Suzy Koeplinger, Committee Clerk  
Charles Stack, Committee Chair

# MINUTES

## COUNTY SERVICES COMMITTEE

111 S. Michigan Ave., Room 200, Saginaw MI 48602

**Wednesday, November 4, 2020 - 4:00 p.m.**

**VIA TELECONFERENCE PER PA 228 of 2020**

Present: Charles Stack – Chair, Cheryl Hadsall – Vice-Chair, Kyle Harris, Dennis Krafft, Michael Webster  
Others: Robert Belleman, Dave Gilbert, Koren Thurston, Jennifer Broadfoot, Angie Miller, Candice Braddock, Jimmy Greene, Chris Taylor, Kelly Suppes, Travis Boyd, Evan Allardyce, Josh Brown, Annette Rummel, Kathy Dwan, Denise Babbitt, Sue Arceo

***The County Services Committee meeting was held via Zoom online meeting platform.***

***As the County Building is closed to the public except by appointment, the meeting was open remotely to the public to follow along and participate during the public portion of the meeting, as follows:***

I. Call to order---***Charles Stack at 4:03 p.m.***

II. Welcome

III. Public Comment

***---Candice Braddock from the Bay City office of Enbridge, provided information regarding the underground pipeline that delivers energy in a reliable and efficient way. Twenty-six (26) counties have passed resolutions in support of construction of the pipeline under the Straights of Mackinac. An invitation was extended to the Commissioners to take a tour of the Bay City office next Monday at 10:00 a.m. Chairman Webster proposed the request for a Resolution be moved to the Executive Committee. Per Dave Gilbert, no motion/vote is necessary from this committee. Commissioner Stack requested the information be provided to Executive Committee prior to its next meeting.***

***---Jimmy Greene spoke on behalf of Associated Builders and Contractors regarding the Saginaw County Purchasing Policy for Construction Services and the Prevailing Wage Ordinance.***

IV. Agenda

1. **Annette Rummel, CEO, Saginaw County Convention & Visitors Bureau, re:**

- **11-17-4** Submitting for discussion and approval its FY 2021 proposed Budget

***---Ms. Rummel shared a PowerPoint presentation highlighting Overnight Tourism Status, Census of Rooms, Overhead Expenses, Investments and answered questions regarding the fairness of the assessment for marketing and how Saginaw County benefits from their share. Ms. Rummel will put together a report if needed, however stated there have been no complaints from contributors. Moved by Webster, seconded by Hadsall, to approve the Saginaw County CVB FY 2021 proposed budget, with the understanding that funding of special projects would return to the Board of Commissioners for approval. Motion carried after unanimous roll-call vote. (Board Report)***

2. **Denise Babbitt, Director, Equalization, re:**

- **11-17-7** Submitting information for Saginaw County to enter into an agreement for a Designated Assessor pursuant to PA 660 of 2018

*---Ms. Babbitt provided information regarding the State of Michigan requiring each county to have a Designated Assessor. After brief discussion regarding staffing and feedback that was received, Mr. Belleman suggested leaving it up to the State to identify local jurisdictions declining to sign agreements. Moved by Krafft, seconded by Hadsall, to leave it up to the State to identify local jurisdictions declining to sign agreements. Motion carried after unanimous roll-call vote. No further action.*

3. **Dave Gilbert, Civil Counsel, re:**

- **11-17-8** Submitting for approval a Responsible Contractor Policy and Resolution and revisions to the Saginaw County Purchasing Policy

*---Dave Gilbert, Civil Counsel, provided a brief explanation of the proposed revisions to County Purchasing Policy #241 to rescind and delete any reference to prevailing wage requirements and to add a reference to a Responsible Contractor Policy. Extensive discussion was held between the Controller, Civil Counsel, and commissioners and revisions are reflected in the following motions:*

*---Moved by Hadsall, seconded by Krafft, to approve the addition of “include criteria for Responsible Contractors” to 5.21 and 5.30 of Saginaw County Purchasing Policy. Motion carried after unanimous roll-call vote.*

*---Moved by Krafft, seconded by Harris, to delete definition of Prevailing Wage from 5.23 of Saginaw County Purchasing Policy. After discussion, Commissioner Harris withdrew his support and it was then seconded by Hadsall.*

*---Moved by Webster, seconded by Krafft, to amend the motion and leave Prevailing Wage in the policy – not to be enforced unless; 1) The Wage and Hour Division of the State starts collecting data; 2) Prevailing Wage is re-instated at State level in Michigan. Motion carried after roll-call vote: Yes: Webster, Krafft, Hadsall, Stack. No: Harris*

*---Moved by Hadsall, seconded by Krafft, to revise 6.3.1.1.7.2 of Saginaw County Purchasing Policy raising the ceiling on small construction contracts for projects from \$50,000 to \$1,000,000 to pre-qualify every three (3) years and have a standing list of contractors. Motion carried after unanimous roll-call vote.*

*---Moved by Hadsall, seconded by Krafft, to revise 6.3.1.1.7.2 of Saginaw County Purchasing Policy for projects over \$1,000,000 to follow policy #244. Motion carried after unanimous roll-call vote.*

*---Moved by Webster, seconded by Krafft, to revise 6.5.4 of Saginaw County Purchasing Policy to carry language over from Saginaw County Purchasing Policy 5.23, leaving prevailing wage language in policy - not to be enforced unless; 1) The Wage and Hour Division of the State starts collecting data; 2) Prevailing Wage is re-instated at State level in Michigan. Motion carried after roll-call vote: Yes: Webster, Krafft, Hadsall, Stack. No: Harris*

*---Moved by Webster, seconded by Krafft, to approve, a Resolution Approving A Responsible Contractor Policy for Saginaw County with the change to \$50,000 to \$1,000,000. Motion carried after unanimous roll-call vote.*

*---Moved by Krafft, seconded by Hadsall, to approve the Responsible Contract Policy and General Policies #4. Motion carried after unanimous roll-call vote.*

*---Moved by Webster, seconded by Harris, to approve the policy with proposed changes and two (2) appendices and request formal training information and include OSHA forms. Motion carried after unanimous roll-call vote.*

*---Moved by Krafft, seconded by Hadsall, to approve the Responsible Contractor Policy with appendix as amended, and Resolution. Motion carried after roll-call vote: Yes: Webster, Krafft, Hadsall, Stack - 4. No: Harris - 1.*



4. **INFORMATIONAL COMMUNICATIONS (To be Received & Filed in committee)**

- **11-17-5 ROBERT BELLEMAN, Controller/CAO** submitting the 2020 Third Quarter Finance and Program reports for the Historical Society of Saginaw County and its four out-county museums
- **11-17-6 CITY OF FRANKENMUTH** submitting Public Hearing Notices to establish an Industrial Development District and Industrial Facilities Exemption Certificate for Star of the West, 245 S. Main St.

***---Moved by Krafft, seconded by Hadsall, to receive and file 11-17-5 and 11-17-6. Motion carried.***

V. Miscellaneous---***None***

VI. Adjournment---***Moved by Hadsall, seconded by Harris, to adjourn. Motion carried; time being 5:37 p.m.***

Respectfully Submitted,  
Suzy Koeplinger, Committee Clerk  
Charles Stack, Committee Chair

# MINUTES

## SPECIAL

### COUNTY SERVICES COMMITTEE

111 S. Michigan Ave., Room 200, Saginaw MI 48602

**Tuesday, December 15, 2020 - 3:30 p.m.**

**VIA TELECONFERENCE PER PA 228 of 2020**

Present: Charles Stack – Chair, Cheryl Hadsall – Vice-Chair, Kyle Harris, Dennis Krafft, Michael Webster  
Others: Robert Belleman, Dave Gilbert, Ben LeBlanc, Cindy Louchart, Carl Ruth, Kirk Kilpatrick, Kathy Dwan, Herb Spence, Tim Novak, Bonnie Kanicki

***The County Services Committee meeting was held via Zoom.***

***As the County Building is closed to the public except by appointment, the meeting was open remotely to the public to follow along and participate during the public portion of the meeting, as follows:***

- I. Call to order---***Stack at 3:33 p.m.***
- II. Welcome
- III. Public Comment (*Speakers limited to 3 minutes*)
  - Ben LeBlanc, Granger Construction, shared an abbreviated version of the presentation that was given to the Selection Committee. The slides included information and photos on Granger’s work on the Ingham County Animal Shelter, its ability to leverage historical cost data, use of local contractors, information on sole-source equipment providers, and the schedule to include budgeting, bid documents, review and breaking ground April 1, 2021.
  - Herb Spence, CEO of Spence Brothers, thanked the committee for recommending Spence Brothers as the Construction Manager (CM) for the Dow Event Center project. He was asked by Commissioner Hadsall to speak on the Animal Control project, as it is their belief that Saginaw County taxpayers will pay more with Granger opposed to Spence Brothers. His CM costs are \$60,000 less than Granger, and more importantly as a local CM when the trade work is bid out it will get lower bids from local contractors. Based on their extensive experience, this could save between 5% - 10% of project costs. Wants to make it clear Granger is a good contractor and does not blame the selection committee for using experience. Spence has built thousands of “human” care projects and has added an Animal Control expert to its team. He asked the committee to consider Spence Brothers for this project.
- IV. Agenda
  1. **Kelly Suppes, Purchasing/Risk Manager, re:**
    - **12-15-22** Requesting approval of a recommendation from the Evaluation Committee that reviewed responses to a Request for Qualification (RFQ) for Construction Management Services for the Saginaw County Animal Care & Control Resource Center and award of the contract to Granger Construction  
***---Kelly Suppes explained the process used by the selection committee. RFQ was distributed, the committee scored the cost proposal cost after the technical proposal. The committee recommended Granger based on the evaluation criteria. Granger scored 113.46 points. Spence scored 108.5 points. Discussion was held on the make-up of the personnel qualifications of the project team, i.e. a member with Animal Control experience;***

***RC Hendricks did not interview, due to losing points on Safety & Health (lost 10 points, not filled out); Hadsall spoke and feels strongly that Saginaw County taxpayers voted for the millage and believes we need more information before making a decision. The Controller stated the process used to evaluate all three (3) companies was the same process used in the Responsible Contractor Policy. Used same criteria for technical and cost proposals. The top two (2) were invited to interview. If postponed, everything will be delayed. Our goal was to get the CM on board to finalize the design and budget in January 2021 so the groundbreaking could be in the spring. Taxpayers voted this in 2018 and there is frustration that it is taking so long to be constructed. Krafft expressed concern over the fact that local contractors are not given preference. Webster asked to have a more comprehensive presentation by the vendor candidates to receive more information, possibly a special meeting in January. The Controller stated that Saginaw County has never said it only wants Saginaw County businesses to bid on projects. If it does, then set aside the Responsible Contractor Policy. Higher costs are only speculation. Harris stated he is in favor of going against the recommendation and awarding this project to Spence Brothers.***

***---Moved by Hadsall, seconded by Krafft, to table. Motion carried by the following vote:***

***Yes: Webster, Krafft, Harris, Hadsall, Stack – 5***

***No: - 0***

- **12-15-23** Requesting approval of a recommendation from the Evaluation Committee that reviewed responses to a Request for Qualification (RFQ) for Construction Management Services for the Dow Event Center Capital Projects and award of the contract to Spence Brothers; further, requesting approval of a proposed Resolution that assigns general oversight and management of the renovation of the Dow Event Center Capital Improvement Project to the Saginaw County Building Authority *(Attached)*

***---Kelly Suppes explained that Spence Brothers was high in point value and the selection committee opted out of interviews. Webster suggested we modify the process so we get a detail of the anticipated costs, factors evaluated, considerations made, how conclusions were made. The Controller explained that RC Hendricks was the lowest bidder if not for other considerations, and suggested if you're going to table the previous recommendation then this one should also be tabled. Harris asked for clarification of the Safety & Health ten (10) point allocation. Krafft expressed his concerns with approving either of these recommendations at the "eleventh hour."***

***---Moved by Krafft, seconded by Harris, to table. Motion carried by the following vote:***

***Yes: Webster, Krafft, Harris, Stack – 4***

***No: Hadsall - 1***

V. Miscellaneous---***None***

VI. Adjournment---***Moved by Harris, seconded by Krafft, to adjourn. Motion carried; time being 4:06 p.m.***

Respectfully Submitted,  
Suzy Koeplinger, Committee Clerk  
Charles Stack, Committee Chair

# UNFINISHED BUSINESS

DECEMBER 15, 2020

FROM: COMMITTEE ON COUNTY SERVICES – 3.2

DECEMBER 15, 2020

~~NOVEMBER 17, 2020~~

Your committee considered Communication No. 11-17-8 from Dave Gilbert, Civil Counsel, submitting for approval a Responsible Contractor Policy, Resolution and revisions to the Saginaw County Purchasing Policy.

We met with Mr. Gilbert who provided a brief explanation of the proposed revisions to County Purchasing Policy #241 to rescind and delete any reference to prevailing wage requirements and to add a reference to a Responsible Contractor Policy. Extensive discussion was held between the Controller, Civil Counsel, and Commissioners and revisions are reflected below:

1. Approve the addition of “include criteria for Responsible Contractors” to 5.21 and 5.30 of Saginaw County Purchasing Policy
2. Definition of Prevailing Wage in 5.23 of Saginaw County Purchasing Policy remained
3. Revise 6.3.1.1.7.2 of Saginaw County Purchasing Policy raising the ceiling on small construction contracts for projects from \$50,000 to \$1,000,000 to pre-qualify every three (3) years and have a standing list of contractors
4. Revise 6.3.1.1.7.2 of Saginaw County Purchasing Policy for projects over \$1,000,000 to follow policy #244
5. Revise 6.5.4 of Saginaw County Purchasing Policy to carry language over from Saginaw County Purchasing Policy 5.23, leaving prevailing wage language in policy – not to be enforced unless:
  - 1) The Wage and Hour Division of the State starts collecting data and,
  - 2) Prevailing Wage is re-instated at State level in Michigan
6. Approve a Resolution Approving A Responsible Contractor Policy for Saginaw County with the change to \$50,000 to \$1,000,000
7. Approve the Responsible Contract Policy and General Policies #4
8. Approve the policy with proposed changes and two (2) appendices and request formal training information and include OSHA forms
9. Approve the Responsible Contractor Policy with Appendix as amended, and Resolution

We recommend approval of proposed County Policy #244 - Responsible Contractor Policy and revisions to County Policy #241 – Purchasing. A Resolution has been submitted under the regular order of business.

Respectfully Submitted,  
COMMITTEE ON COUNTY SERVICES

s/ \_\_\_\_\_  
Charles M. Stack, Chair

s/ \_\_\_\_\_  
Cheryl M. Hadsall, Vice-Chair

s/ \_\_\_\_\_  
Kyle R. Harris

s/ \_\_\_\_\_  
Dennis H. Krafft

s/ \_\_\_\_\_  
Michael A. Webster

Category: 200  
Number: 244

Subject: RESPONSIBLE CONTRACTOR POLICY

1. APPLICATION:

This Policy will be part of the Purchasing Policy and procurement of construction contractors as awarded through the request for proposal or invitation to bid or other process for bids \$50,000 and over permitted under the County's Purchasing Policy #241.

2. INTENT:

Saginaw County is committed to having responsible and ethical contractors and subcontractors on its construction projects, so that all work is performed by responsible, qualified firms that maintain the capacity, expertise, highly trained personnel, and other qualifications and resources necessary to successfully perform County projects in a safe, timely, reliable, high quality and cost-effective manner. To achieve that goal, the County will require contractors submitting bids on its construction projects to provide information relating to each of the Responsibility Criteria listed below. The purpose of this Policy is to assist the County in awarding contracts on every construction project to the most responsible bidder who provides the best value to the County.

3. DEFINITIONS:

- A. Construction Project: Any contract awarded for the construction, alteration, or repair of any public building or public work of the County of Saginaw. The labor and material necessary for the construction, renovation, repair or improvements to real property, except repair in emergency situations, which requires solicited bids so that the work, when complete, must be ready for service for its intended purpose and must require no other work to be a completed system or component.
- B. Responsible Bidder: A bidder for a construction project that has demonstrated an ability to complete the prospective contract in a way that is timely, safe, cost-effective and benefits the community. The criteria in this Policy are used to determine the relative responsibility of the contractor in relation to other bidders.
- C. Contractor: Any person, firm, corporation, partnership, association or any combination thereof, which enters into a Contract with any awarding authority of the County of Saginaw.
- D. Subcontractor: Any person not an employee who enters into a contract with a contractor to assist the contractor in performing a contract, including a contractor or subcontractor of a public lessee or licensee or sublessee or sublicensee, to perform or assist in performing services on the leased or licensed premises. The term subcontractor does not include vendors or suppliers to County purchasing contractors.
- E. Bidder: Means any person or entity that applies for any contract whether or not the application process is through an Invitation for Bid, Request for Proposal, Request for Qualifications, or other procurement process.

F. Bid: Means any application submitted by a bidder in response to an Invitation for Bid, Request for Proposal, Request for Qualifications, or other procurement process.

4. GENERAL POLICIES:

A. The County will request a contractor on projects \$50,000 to \$1,000,000 to pre-qualify and complete the Pre-Qualification form every three (3) years that is listed in Appendix A attached hereto. On projects over \$1,000,000, the County will have the contractor complete a Request for Qualifications which is listed as Appendix B attached hereto.

B. The bid documents must require any contractor or subcontractor bidding on the project to submit written responses and other information and documentation regarding the listed Responsibility Criteria and any other criteria specified by the County through the bid documents. The County may request additional information or explanation from any contractor or subcontractor regarding any particular Responsibility Criteria. The bid documents must provide that the County retain the right in its discretion to reject any and all bids. All required contractor financial and privileged information must be kept from public disclosure unless otherwise required by law.

~~C. Submitted bids must break out labor costs from material and equipment costs.~~

DC. For each separate bid package, The County in its discretion will weigh the information provided by the contractor or subcontractor regarding the responsibility criteria, as a whole to determine whether the contractor or subcontractor is a responsible bidder and the relative responsibility of the contractor in relation to other bidders. Except as otherwise required by law, no single criteria will necessarily be determinative in assessing responsibility or relative responsibility.

~~E. The Responsibility Criteria to be considered by the County includes:~~

~~1. General information about the bidder's company, its principals, and its history, including all former business names, and an explanation of any business name changes.~~

~~2. Qualifications of management and supervisory personnel to be assigned by the bidder to the project.~~

~~3. Information regarding the state and local licenses and license numbers held by the bidder.~~

~~4. A confirmation that all subcontractors, employees and other individuals working on the construction project will maintain current applicable licenses required by law for all licensed occupations and professions. A copy of all applicable licenses, with expirations date, must be submitted with the bid.~~

~~5. Documentation of how the bidder assesses the skills and qualifications of employees.~~

~~6. Verification that the bidder is in compliance with all applicable state and federal laws and visa requirements regarding the hiring of non-US citizens, and disclosure of any work visas sought or obtained by the bidder, any of the bidder's subcontractors, or any of the bidder's employees or independent contractors, in order to perform any portion of the project.~~

- ~~7. A statement from the bidder as to what percentage of its work force can be drawn significantly from Saginaw County area residents because a goal of the County is to utilize, in its construction activities, local residents as much as is economically feasible while retaining the high quality of construction required for its construction activities, consistent with applicable law. The County will consider in evaluating which bids best serve its interests, the extent to which responsible and qualified bidders are able to achieve this goal.~~
- ~~8. A statement regarding the bidder's staffing capabilities and labor sources including subcontractors.~~
- ~~9. Documentation of an on-going MIOSHA-approved safety training program for employees to be used on the proposed job site.~~
- ~~10. Evidence of the bidder's worker's compensation Experience Modification Rating ("EMR") Preference will be given to contractors and subcontractors who exhibit an EMR of 1.0 or less based on a three-year average.~~
- ~~11. A list of projects completed with the past five (5) years of comparable size/complexity, including dates, clients, approximate dollar value, and size. Documentation from these previous projects including but not limited to, all extra costs relating to the bidder's timeliness, performance, quality of work, extension requests, contractual fines and penalties imposed, liens filed, history of claims for extra work and any contract defaults with an explanation of the reason for the default and how the default was resolved.~~
- ~~12. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects of comparable size/complexity, and building codes by documenting the bidder's ability and capacity to perform the project. The bidder must identify those portions of the project it reasonably believes will be subcontracted and the names of the subcontractors.~~
- ~~13. Audited financial information current within the past twelve (12) months, such as a balance sheet, statement of operations, and bonding capacity. Evidence that the applicant has financial resources to start up and follow through on the project(s) and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of the bidder's scope of work on the project. The written verification must be submitted by a licensed surety company rated "B+" (or better) in the current A.M. Best Guide and qualified to do business within the State of Michigan.~~
- ~~14. A list of all litigation and arbitrations currently pending and within the past five (5) years, including an explanation of each (parties, court/forum, legal claims, damages sought, and resolution).~~
- ~~15. Disclosure of any violations of state, federal or local laws or regulations, including OSHA or MIOSHA violations, wage and hour laws, worker's compensation or unemployment compensation laws, rules or regulations, issued to or against the bidder within the past five (5) years.~~
- ~~16. Disclosure of any debarment by any federal, state or local governmental unit and/or findings of non-responsibility or non-compliance with respect to any public or private construction project performed by the bidder.~~

- ~~17. Proof of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers' compensation, and any other insurances required by the proposed contract documents.~~
- ~~18. References from individuals or entities the bidder has worked for within the last five (5) years including information regarding records of performance and job site cooperation.~~
- ~~19. Verification of an existing Fitness for Duty Program (drugs and alcohol) of each employee working on the proposed jobsite.~~
- ~~20. Verification that a criminal record check will be conducted for each employee the bidder proposes to use on the construction site.~~
- ~~21. A warranty statement regarding labor, equipment and materials.~~
- ~~22. Evidence of any quality assurance program used by the bidder and the results of any such program on the bidder's previous projects.~~
- ~~23. Evidence of Equal Employment Opportunity Programs for minorities, women, veterans, returning citizens, and small businesses.~~
- ~~24. Assurance that all construction work for this project must proceed economically, efficiently, continuously and without interruption.~~
- ~~25. Assurance that the bidder is an equal opportunity employer and does not discriminate on the basis of race, sex, pregnancy, age, religion, national origin, marital status, sexual orientation or gender identity, height, weight, or disability.~~
- ~~26. If the craft labor that will be employed by the firm for the project has completed the OSHA 10-hour training course for safety or higher safety qualification courses, established by the U.S. Department of Labor Occupational Safety & Health Administration.~~

#### 5. SUBSTANTIALY LOW BID REVIEW:

In the event the amount of a bid appears disproportionately low when compared with estimates undertaken by or on behalf of the County and/or compared to other bids submitted, the County reserves the right to inquire further of the bidder to determine whether the bid contains mathematical errors, omissions, and/or erroneous assumptions, and whether the bidder has the capability to perform and complete the contract for the bid amount.

#### 6. ENFORCEMENT:

Violations of this Policy may be reported to the Purchasing Department, which must investigate such complaint. Whether based upon such complaint or otherwise, if the Purchasing Department has determined that the contractor has violated any provision of this Policy or provided false information to the County, the Purchasing Department must issue a written notice to the contractor that the violation is to be corrected within ten (10) calendar days from receipt of notice. Such notice shall be sent certified registered mail. In the event the contractor has not corrected the violation, or taken reasonable steps to correct the violation within ten (10) calendar days, then the Purchasing Department may request the awarding authority to declare a



material breach of the contract and exercise its contractual remedies thereunder, which are to include, but not be limited to, termination of the contract as outlined in the termination clause of the contract.

~~7. PUBLIC INPUT:~~

~~The County will provide an avenue that will allow members of the public to report suspected violations of this Policy to the Purchasing Department. Members of the public may at any time submit a report of suspected violations of this Policy. A reporting mechanism will be accessible to the public on the County's website. If the County receives a complaint through this process, the Purchasing Department will investigate the claim and respond to the complainant within twenty one (21) calendar days.~~

~~8.7. SEVERABILITY:~~

The terms, conditions, and provisions of this Policy are hereby declared to be severable, and, should any portion, part or provision of this Policy be found by a court of competent jurisdiction to be invalid, enforceable or unconstitutional, the County Board of Commissioners hereby declares its intent that the Policy shall have been enacted without regard to the invalid, enforceable or unconstitutional portion, part or provision of this Policy.

Category: 200  
Number: 241

Subject: PURCHASING POLICY

1. PURPOSE: The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by Saginaw County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.
2. AUTHORITY: The Saginaw County Board of Commissioners.
3. APPLICATION: This Policy applies to contracts for the procurement of supplies, services and construction entered into by Saginaw County after the effective date of this Policy. It shall apply to every expenditure of public funds by Saginaw County for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Nothing in this Policy shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.
4. RESPONSIBILITY: The Controller/CAO shall be responsible for the implementation and administration of this policy.
5. DEFINITION(S):
  - 5.1 Brand Name or Equal Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products.
  - 5.2 Brand Name Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers.
  - 5.3 Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.
  - 5.4 Change Order. A written order signed and issued by the Purchasing Agent, directing the contractor to make changes which the "Changes" clause of the contract authorizes the Purchasing Agent to order without the consent of the contractor.
  - 5.5 Contract Modification (bilateral change). Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract.
  - 5.6 Confidential Information. Any information which is available to an employee only because of the employee's status as an employee of the County and is not a matter of public knowledge or available to the public on request.
  - 5.7 Construction. The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.

- 5.8 Contract. All types of County agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
- 5.9 Contractor. Any person having a contract with the County or using an agency thereof.
- 5.10 Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- 5.11 Cost Data. Factual information concerning the cost of labor, material, overhead and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.
- 5.12 Cost Reimbursement Contract. A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.
- 5.13 County Attorney. Attorney appointed and retained by the Saginaw County Board of Commissioners to represent the County of Saginaw in legal disputes and charged with rendering legal advice on County activities.
- 5.14 County Controller. Board appointed Chief Administrative and Financial Officer of the County of Saginaw charged with implementing all policies and procedures adopted by the Board of Commissioners.
- 5.15 Direct or Indirect Participation. Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- 5.16 Disadvantaged Business. A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social advantages.
- 5.17 Employee. An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board or any other entity established by the executive or legislative branch of the County; and any non-compensated individual serving as an elected official of the County.
- 5.18 Financial Interest.
  - 5.18.1 Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive more than \$500 per year, or its equivalent;
  - 5.18.2 Ownership of 25 percent (25%) of any property or business; or
  - 5.18.3 Holding a position in a business such as officer, director, trustee, partner, employee or the like, or holding any position of management.

- 5.19 Gratuity. A payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 5.20 Immediate Family. A spouse, children, parents, brothers and sisters.
- 5.21 Invitation for Bids. All documents, including criteria for Responsible Contractors whether attached or incorporated by reference, utilized for soliciting sealed bids.
- 5.22 Person. Any business, individual, union, committee, club, other organization or group of individuals.
- 5.23 Prevailing Wages. That wage which is common to contractors operating within the Saginaw County Area.
- 5.24 Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.
- 5.25 Price Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub contract prices.
- 5.26 Procurement. The buying, purchasing, renting, leasing or otherwise acquiring of any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service or construction including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- 5.27 Public Agency. A public entity subject to or created by the County.
- 5.28 Purchasing Agent. Principal purchasing official for the County, responsible for the procurement of supplies and services, and the management and disposal of supplies.
- 5.29 Qualified Products List. An approved list of supplies, services or construction items described by model or catalog numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.
- 5.30 Request for Proposals. All documents, including criteria for Responsible Contractors whether attached or incorporated by reference, utilized for soliciting proposals.
- 5.31 Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.
- 5.32 Responsive Bidder. A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation for bids.

- 5.33 Saginaw County Area. To include Contractors with normal business operations in Saginaw County and/or based in the surrounding counties of Bay, Genesee, Gratiot, Midland, Shiawassee and Tuscola.
- 5.34 Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
- 5.35 Small Business. A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.
- 5.36 Specification. Any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery.
- 5.37 Supplies. All property, including but not limited to equipment, materials, printing, insurance and leases of real property, excluding land or a permanent interest in land.
- 5.38 Using Agency. Any department, commission, board or public agency requiring supplies, services or construction procured pursuant to this Policy.

## 6. POLICY:

### 6.1 Public Access to Procurement Information.

- 6.1.1 Procurement information shall be a public record to the extent provided in Act 442 of the Public Acts of 1976 (Michigan Compiled Laws (MCL) 15.231 et seq.), as amended, and shall be available to the public as provided in said statute.

### 6.2 Office of the Purchasing Agent.

#### 6.2.1 Establishment, Appointment, and Tenure

- 6.2.1.1 Establishment of the position of Purchasing Agent. There is hereby created the position of Purchasing Agent, who shall be the County's principal public purchasing official.
- 6.2.1.2 Appointment. The Purchasing Agent shall be appointed by the County Controller. He/she shall meet the minimum standards set forth in the Purchasing Agent's job description promulgated by the County Board.
- 6.2.1.3 Tenure. Purchasing is a division of the County Controller's Office. The Purchasing Agent shall serve an indefinite term and may be removed from the position according to the procedures established in the County's Personnel Policies.

#### 6.2.2 Authority and Duties

6.2.2.1 Principal Public Purchasing Official. Except as otherwise provided herein, the Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services and construction in accordance with this Policy, as well as the management and disposal of supplies.

6.2.2.2 Duties. In accordance with this Policy, and subject to the supervision of the County Controller, the Purchasing Agent shall:

6.2.2.2.1 Procure or supervise the procurement of supplies, services and construction needed by the County, including vendor solicitation and contract negotiation;

6.2.2.2.2 Sell, trade or otherwise dispose of surplus supplies belonging to the County;

6.2.2.2.3 Maintain an on line purchasing system;

6.2.2.2.4 Establish and maintain programs for specifications development and contract administration, inspection and acceptance, in cooperation with the public agencies using the supplies, services and construction;

6.2.2.2.5 Other duties as assigned by the County Controller.

6.2.2.3 Operational Procedures. Consistent with this Policy and with the approval of the County Controller, the Purchasing Agent may adopt operational procedures relating to the execution of his/her duties.

6.2.3 Delegations to Other County Officials.

6.2.3.1 With the approval of the County Controller, the Purchasing Agent may delegate authority to purchase certain supplies, services or construction items to other County officials, if such delegation is deemed necessary for the effective procurement of those items.

6.3 Source, Selection and Contract Formation.

6.3.1 Methods of Source Selection

6.3.1.1 Competitive Sealed Bidding

6.3.1.1.1 Conditions for Use. All procurement contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 6.3.1.2 (Competitive Sealed Proposals), 6.3.1.3 (Small Purchases), 6.3.1.4 (Sole Source Procurement), and 6.3.1.5 (Emergency Procurements) of this Policy.

- 6.3.1.1.2 Invitation for Bids. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- 6.3.1.1.3 Public Notice. Adequate public notice of the invitation for bids shall be given a reasonable time (not less than 10 calendar days prior to the date set forth therein for the opening of bids). Such notice may include publication in a newspaper of general circulation for a reasonable time prior to the bid opening. The public notice shall state the place, date and time of bid opening.
- 6.3.1.1.4 Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Purchasing Agent deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 6.1.2 (Public Access to Procurement Information).
- 6.3.1.1.5 Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Bids that do not comply with all criteria set forth in the invitation to bid may, at the discretion of the Purchasing Agent, be deemed not qualified bids. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.
- 6.3.1.1.6 Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

6.3.1.1.6.1 The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

6.3.1.1.6.2 The bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent.

6.3.1.1.7 Award. When purchasing goods and services, whenever possible, preference shall be given to vendors who are located within Saginaw County, the State of Michigan, and the U.S.A.

6.3.1.1.7.1 Non-construction Goods and Services: The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. No contract or purchase order shall be entered into with any company or business, which is in bankruptcy or receivership. In case of a tie between the lowest responsible and responsive bidders, preference shall be given to the local vendor.

6.3.1.1.7.2 Construction Projects: In awarding construction contracts over \$50,000, the County will consider the company's compliance with the Prevailing Wage Policy in their bid submittal. Additional In addition, for contracts \$50,000 to 1,000,000 and \$1,000,000 or more, contractors must comply with County Policy #244. Additional consideration shall be given to companies that employ residents of the Saginaw County area. Such additional consideration shall be specified in the bid documents and subsequent bids shall be weighted based on the purchase price and use of local labor. Additional consideration to be given for in state employment and Saginaw County area employment is as follows:

In County Area	In State Area	
Under \$100,000	5 %	2%
\$100,000 - \$499,999	3 %	2%
\$500,000 and over	2%	1 %



In the event the lowest responsive and responsible bid for a construction project exceeds available funds as certified by the County Controller, the Purchasing Agent is authorized, when time or economic considerations preclude re solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. No contract or purchase order shall be entered into with any company or business that is within bankruptcy or receivership. In case of a tie between the lowest responsible and responsive bidders, preference shall be given to the local vendor.

6.3.1.1.8 Multi Step Sealed Bidding. When it is considered impractical to prepare initially a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of un priced offers to be followed by an invitation for bids limited to those bidders who offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

#### 6.3.1.2 Competitive Sealed Proposals.

6.3.1.2.1 Conditions for Use. When the Purchasing Agent determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposal method.

6.3.1.2.2 Request for Proposals. Proposals shall be solicited through a request for proposals.

6.3.1.2.3 Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 6.3.1.1.3 (Competitive Sealed Bidding, Public Notice).

6.3.1.2.4 Receipt of Proposals. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

- 6.3.1.2.5 Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.
- 6.3.1.2.6 Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.
- 6.3.1.2.7 Award. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. The bid file shall contain the basis on which the award is made.

### 6.3.1.3 Small Purchases

- 6.3.1.3.1 General. Any contract not exceeding \$20,000 may be made in accordance with the small purchase procedures authorized in this Section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.
- 6.3.1.3.2 Medium Purchases Over \$10,000 but less than \$20,000. When purchases are estimated to fall between \$10,000 and \$20,000, competitive sealed proposals shall be obtained as described in Section 6.3.1.2, unless a waiver is approved in advance by the Purchasing Agent.
  - 6.3.1.3.2.1 No Purchase Orders shall be issued for purchases in amounts less than \$1000.00, unless deemed necessary by the Purchasing Agent.
- 6.3.1.3.3 Small Purchases Over \$1,000, But Less Than \$10,000. Insofar as it is practical for small purchases in excess of \$1,000, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The names of the businesses submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record.

6.3.1.3.4 Small Purchases Under \$1,000. The Purchasing Agent shall adopt operational procedures for making small purchases of \$1,000 or less. Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased.

#### 6.3.1.4 Sole Source Procurement

6.3.1.4.1 A contract may be awarded without competition when the Purchasing Agent determines, after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction item. The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery and terms. The County Controller shall approve all sole source purchases. All purchases of utilities where there is a single source, (i.e., electric, water, sewer, etc.) shall be purchased without bid.

#### 6.3.1.5 Emergency Procurements

6.3.1.5.1 Notwithstanding any other provisions of this Policy, the Purchasing Agent with the approval of the Controller/CAO may make or authorize others to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

#### 6.3.1.6 Cancellation of Invitations for Bids or Requests for Proposals

6.3.1.6.1 An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. The reasons therefor shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when it is in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reasons for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

### 6.3.2 Qualifications and Duties

#### 6.3.2.1 Responsibility of Bidders and Offerors

6.3.2.1.1 Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.

A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the bid file and be made a public record.

#### 6.3.2.2 Bid, Payment, and Performance Bonds on Supply or Service Contracts

6.3.2.2.1 Bid surety, payment bonds, performance bonds or other security may be required for supply contracts or service contracts in conformance with State law or as the Purchasing Agent or head of a using agency deems advisable to protect the County's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. Financial statements or performance bonds may be required from any company which has been in operation for less than one year.

### 6.3.3 Types of Contracts and Contract Administration

#### 6.3.3.1 Types of Contracts

6.3.3.1.1 General Authority. Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interest of the County may be used, provided that the use of a cost plus a percentage contract is prohibited. A cost reimbursement contract may be used only when a determination is made that such contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the supply, service or construction item required except under such a contract.

#### 6.3.3.1.2 Multi Term Contracts

6.3.3.1.2.1 Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

6.3.3.1.2.2 Determination Prior to Use. Prior to the utilization of a multi term contract, it shall be determined:

6.3.3.1.2.2.1. That estimated requirements cover the period of the contract and are reasonably firm and continuing; and

6.3.3.1.2.2.2. That such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.

6.3.3.1.2.3 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from appropriations available for such purposes.

### 6.3.3.1.3 Multiple Source Contracting

6.3.3.1.3.1 General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provision of Uniform Commercial Code Section 2 306(1).

6.3.3.1.3.2 Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 6.3.1.1 (Competitive Sealed Bidding), Section 6.3.1.2 (Competitive Sealed Proposals), Section 6.3.1.4 (Small Purchases), and Section 6.3.1.5 (Emergency Procurements), as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards shall not be made for

the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

6.3.3.1.3.3 Contract and Solicitation Provisions. All eligible users of the contract shall be named in the solicitation and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:

6.3.3.1.3.3.1. The County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and

6.3.3.1.3.3.2. The County shall reserve the right to take bids separately if the Purchasing Agent approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County.

6.3.3.1.3.4 Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

6.3.3.1.3.5 Determination Required. The Purchasing Agent shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the procurement file.

## 6.3.3.2 Contract Clauses and Their Administration

6.3.3.2.1 Contract Clauses. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Agent, after consultation with the County Attorney, may issue clauses appropriate for supply, service or construction contracts, addressing among others the following subjects:

6.3.3.2.1.1 The unilateral rights of the County to order in writing changes in the work within the scope of the contract;

- 6.3.3.2.1.2 The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- 6.3.3.2.1.3 Variations occurring between estimated quantities of work in the contract and actual quantities;
- 6.3.3.2.1.4 Defective pricing;
- 6.3.3.2.1.5 Liquidated damages;
- 6.3.3.2.1.6 Specified excuses for delay or nonperformance;
- 6.3.3.2.1.7 Termination of the contract for default;
- 6.3.3.2.1.8 Termination of the contract in whole or in part for the convenience of the County;
- 6.3.3.2.1.9 Suspension of work on a construction project ordered by the County; and
- 6.3.3.2.1.10 Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
  - 6.3.3.2.1.10.1. When the contract is negotiated;
  - 6.3.3.2.1.10.2. When the contractor provides the site or design; or
  - 6.3.3.2.1.10.3. When the parties have otherwise agreed with respect to the risk of differing site conditions.

6.3.3.2.2 Price Adjustments. Adjustments in price resulting from the use of contract clauses required by Section 6.3.3.2.1 shall be computed in one or more of the following ways:

- 6.3.3.2.2.1 By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- 6.3.3.2.2.2 By unit prices specified in the contract or subsequently agreed upon;
- 6.3.3.2.2.3 By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

- 6.3.3.2.2.4 In such other manner as the contracting parties may mutually agree; or
        - 6.3.3.2.2.5 In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County as accounted for in accordance with generally accepted accounting procedures and subject to the provisions of Section 6.7 (Appeals and Remedies).
  - 6.3.3.2.3 Standard Clauses and Their Modification. The Purchasing Agent, after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. If the Purchasing Agent establishes any standard clauses addressing the subjects set forth in Section 6.3.3.2.1, such clauses may be varied provided that the circumstances justify such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.
- 6.3.3.3 Contract Administration. A contract administration system designed to ensure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.
- 6.3.3.4 Approval of Accounting System. Except with respect to firm fixed price contracts, no contract type shall be used unless it has been determined by the Purchasing Agent that:
  - 6.3.3.4.1 The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
  - 6.3.3.4.2 The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.
- 6.3.3.5 Right to Inspect Plant. The County may, at reasonable times, inspect the part of the plant, place of business or worksite of a contractor or subcontractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County.
- 6.3.3.6 Right to Audit Records.
  - 6.3.3.6.1 Audit of Cost or Pricing Data. The County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its bid or proposal for three years from the date of final payment under the contract.



6.3.3.6.2 Contract Audit. The County shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

6.3.3.7 Reporting of Anti-competitive Practices. When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the State Attorney General and the Saginaw County Prosecutor.

6.3.3.8 County Procurement Records

6.3.3.8.1 Bid File. All determinations and other written records pertaining to the solicitation and award of a contract shall be maintained for the County in a bid file by the Purchasing Agent.

6.3.3.8.2 Retention of Procurement Records. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines.

## 6.4 Specifications.

6.4.1 Maximum Practicable Competition.

6.4.1.1 All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs while still providing a fair opportunity to all businesses, including small and/or disadvantaged, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

6.4.2 Brand Name or Equal Specification

6.4.2.1 Use. Brand name or equal specifications may be used when the Purchasing Agent determines that:

6.4.2.1.1 No other design or performance specifications or qualified products list is available;

6.4.2.1.2 Time does not permit the preparation of another form of purchase description, not including a brand name specification;

6.4.2.1.3 The nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or

6.4.2.1.4 Use of a brand name or equal specification is in the County's best interests.

6.4.2.2 Designation of Several Brand Names. Brand name or equal specifications shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

6.4.2.3 Required Characteristics. Unless the Purchasing Agent determines that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional or performance characteristics which are required.

6.4.2.4 Nonrestrictive Use of Brand Name or Equal Specifications. Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

#### 6.4.3 Brand Name Specification

6.4.3.1 Use. Since use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Agent makes a determination that only the identified brand name item or items will satisfy the County's needs.

6.4.3.2 Competition. The Purchasing Agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 6.3.1.4 (Sole Source Procurement).

#### 6.4.4 Nondiscrimination

6.4.4.1 Every contract or purchase order issued by Saginaw County shall be entered into under the provision which requires the contractor, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, color, religion, age, sex, disability or ancestry. Failure to meet this provision shall be grounds for termination of the contract or purchase order.

### 6.5 Procurement of Construction Services.

#### 6.5.1 Management of Construction Contracting

6.5.1.1 Responsibility for Selection of Methods of Construction Contracting Management. The County Controller shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the County Controller shall consider the County's requirements, its resources and the potential contractor's capabilities.

## 6.5.2 Bid Security and Performance Bonds

### 6.5.2.1 Bid Security

6.5.2.1.1 Requirement for Bid Security. Bid security may be required for competitive sealed bidding for construction contracts when the price is estimated to exceed \$50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State of Michigan, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$50,000 when the circumstances warrant.

6.5.2.1.2 Amount of Bid Security. Bid security shall be in an amount equal to at least 5% of the amount of the bid.

6.5.2.1.3 Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for bids requires security, noncompliance requires that the bid be rejected.

6.5.2.1.4 Withdrawal of Bids. If the bidder is permitted to withdraw its bid before award as provided in Section 3 101 (6) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be had against the bidder or the bid security.

### 6.5.2.2 Contract Performance and Payment Bonds

6.5.2.2.1 When Required Amounts. When a construction contract is awarded the following bonds or security may be required and shall become binding on the parties upon the execution of the contract:

6.5.2.2.1.1 A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in the contract; and

6.5.2.2.1.2 A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise

secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be an amount equal to 100% of the price specified in the contract.

6.5.2.2.2 Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Section 6.5.2.2.1.

6.5.2.2.3 Suits on Payment Bonds Right to Institute. Unless otherwise authorized by law, any person who has furnished labor or material to the contractor or subcontractors for the work provided in the contract, for which a payment bond is furnished under this Section and who has not been paid in full within 90 days from the date on which that person performed the last of the labor or supplied the material, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due that person. However, any person having a contract with a subcontractor of the contractor, but no express or implied contract with the contractor furnishing the payment bond, shall have a right of action upon the payment bond upon giving written notice to the contractor within 90 days from the date on which that person performed the last of the labor or supplied the material. That person shall state in the notice the amount claimed and the name of the party to whom the material was supplied or for whom the labor was performed. The notice shall be served personally or by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place the contractor maintains an office or conducts business.

6.5.2.2.4 Suits on Payment Bonds Where and When Brought. Unless otherwise authorized by law, every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or district in which the construction contract was to be performed.

6.5.2.3 Copies of Bond Forms. Any person may request and obtain from the County a copy of a bond upon payment of the cost of reproduction of the bond and postage, if any.

### 6.5.3 Fiscal Responsibility

6.5.3.1 Every contract modification, change order or contract price adjustment in excess of 15% of the total contract amount under a construction contract with the County shall be subject to prior approval by the County Board of Commissioners after receiving a report from the County Controller as to the effect of the contract modification, change order or contract price adjustment on the total project budget or the total contract budget.

#### 6.5.4 Prevailing Wage

6.5.4.1 On all construction contracts with a total value exceeding \$50,000, all craftsman, mechanics and laborers employed directly on the site of work shall receive at least the commercial prevailing wage rates as established by the State of Michigan, Bureau of Safety and Regulation, Wage and Hour Division, for commercial prevailing wage rates for the Saginaw County area.

6.5.4.1.1 All construction subcontracts entered into by the Contractor for work performed directly on site, shall contain the provisions for prevailing wages as set forth above. The Contractor and all subcontractors shall, at the request of the County, provide proof satisfactory (in the form of certified payrolls or audit) to the County that the contractor and subcontractors are in compliance with this policy.

On all construction contracts involving federal or state projects which require other specific prevailing wage rates, such rates shall supersede the County rates established above. All applicable purchase orders and contracts over \$50,000 shall contain the appropriate prevailing wage rate clause as determined by the Purchasing Agent.

6.5.4.1.2 Saginaw County will not enforce the provisions pertaining to prevailing wages as reflected in Sections 5.23, 6.3.1.1.7.2 and 6.5.4.1 of this Policy unless: (1) the Wage and Hour Division of the Department of Labor starts collecting data with respect to prevailing wages; or (2) the law governing prevailing wages in Michigan is reinacted by the state legislature.

#### 6.6 Debarment or Suspension.

##### 6.6.1 Authority to Debar or Suspend.

6.6.1.1 After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Agent, after consulting with the County Controller, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the County Controller, the Purchasing Agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- 6.6.1.1.1 Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- 6.6.1.1.2 Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects responsibility as a County contractor;
- 6.6.1.1.3 Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- 6.6.1.1.4 Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify debarment action:
  - 6.6.1.1.4.1 deliberate failure without good cause to perform in accordance with the specification or within the time limit provided in the contract; or
  - 6.6.1.1.4.2 a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- 6.6.1.1.5 Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for any cause listed in this Policy; and for violation of the ethical standards set forth in Section 6.8 (Ethics in Public Contracting).

## 6.6.2 Decision to Debar or Suspend.

- 6.6.2.1 The Purchasing Agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial or administrative review.

## 6.6.3 Notice of Decision.

- 6.6.3.1 A copy of the decision required by Section 6.6.2 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

#### 6.6.4 Finality of Decision.

- 6.6.4.1 A decision under Section 6.6.2 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision makes an appeal to the County Controller or commences a timely action in court in accordance with applicable law.

#### 6.7 Appeals and Remedies.

##### 6.7.1 Bid Protests

- 6.7.1.1 **Right to Protest.** Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Controller. Protestors are urged to seek resolution of their complains initially with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. On the day submitted or the first business day thereafter, the County Controller shall provide a copy of the protest to the Purchasing Agent. The protest must be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.
- 6.7.1.2 **Stay of Procurements During Protests.** In the event of a timely protest under Section 6.7.1.1, the Purchasing Agent shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the County Controller makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the County.

##### 6.7.2 Contract Claims

- 6.7.2.1 **Decision of the Purchasing Agent.** All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Agent for a decision. The contractor may request a conference with the Purchasing Agent on the claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission.
- 6.7.2.2 **Notice to the Contractor of the Purchasing Agent's Decision.** The decision of the Purchasing Agent shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of its appeal rights under Section 6.7.2.3.
- 6.7.2.3 **Finality of Purchasing Agent's Decision; Contractor's Right to Appeal.** The Purchasing Agent's decision shall be final and conclusive unless, within seven

(7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Controller or commences an action in a court of competent jurisdiction.

6.7.2.4 Failure to Render Timely Decision. If the Purchasing Agent does not issue a written decision regarding any contract controversy within seven (7) days after written request for a final decision or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

### 6.7.3 Authority of the Purchasing Agent to Settle Bid Protests and Contract Claims

6.7.3.1 The Purchasing Agent is authorized to settle any protest regarding the solicitation or award of a County contract or any claim arising out of the performance of a County contract, prior to an appeal to the County Controller or the commencement of an action in a court of competent jurisdiction.

### 6.7.4 Remedies for Solicitations or Awards in Violation of Law

6.7.4.1 Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the County Attorney, determines that a solicitation is in violation of federal, state or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.

6.7.4.2 In the case of Federal Awards, all subrecipients, regardless of award size, must be monitored under SubPart D of OMB 2 CFR 200 (Uniform Guidance).

6.7.4.3 Prior to Award. If after bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state or municipal law, then the solicitation or proposed award shall be canceled.

6.7.4.4 After Award. If, after an award, the Purchasing Agent, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of applicable law, then:

6.7.4.4.1 If the person awarded the contract has not acted fraudulently or in bad faith;

6.7.4.4.1.1 The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or

6.7.4.4.1.2 The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the



contract, plus a reasonable profit, prior to the termination; or

6.7.4.4.2 If the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the County.

## 6.8 Ethics in Public Contracting.

### 6.8.1 Criminal Penalties

6.8.1.1 To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the Michigan Penal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil and administrative sanctions against employee or nonemployees, which are in existence on the effective date of this Policy, shall not be impaired.

### 6.8.2 Employee Conflict of Interest

6.8.2.1 It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when the County employee knows that:

6.8.2.1.1 The County employee, officer, or agent, any member of his or her immediate family, his or her partner, or any organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract; or

6.8.2.1.2 Any other person, business or organization with which the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

### 6.8.3 Gratuities and Kickbacks

6.8.3.1 Gratuities. It shall be unethical for any person to offer, give or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

6.8.3.2 The officers, employees, and agents of Saginaw County must neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

6.8.3.3 Kickbacks. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 6.8.4 Prohibition Against Contingent Fees

6.8.4.1 It shall be unethical for a person to be retained or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

#### 6.8.5 Contemporaneous Employment Prohibited

6.8.5.1 It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

#### 6.8.6 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

6.8.6.1 The County Controller with approval by the Chairman may grant a waiver from the employee conflict of interest provision, or the contemporaneous employment provision, upon making a written determination that:

6.8.6.1.1 The contemporaneous employment or financial interest of the County employee has been publicly disclosed;

6.8.6.1.2 The County employee will be able to perform his/her procurement functions without actual or apparent bias or favoritism; and

6.8.6.1.3 The award will be in the best interests of the County.

6.8.6.2 A report of all waivers granted by the Controller and Chairman shall be made to the Board.

#### 6.8.7 Use of Confidential Information

6.8.7.1 It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

## 6.8.8 Sanctions

6.8.8.1 Employees. The County Controller may impose any one or more of the following sanctions on a County employee for violations of the ethical standards in this Article:

6.8.8.1.1 Oral or written warnings or reprimands;

6.8.8.1.2 Suspension with or without pay for specified periods of time; or

6.8.8.1.3 Termination of employment.

6.8.8.2 Non-employees. The County Controller may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:

6.8.8.2.1 Written warnings or reprimands;

6.8.8.2.2 Termination of contracts; or

6.8.8.2.3 Debarment or suspension as provided in Section 6.6.1 (Authority to Debar or Suspend).

6.8.8.3 A report of all sanctions will be prepared by the Controller and submitted to the Board.

## 6.8.9 Recovery of Value Transferred or Received in Breach of Ethical Standards

6.8.9.1 General Provisions. The value of anything transferred or received in breach of the ethical standards of this Policy by a County employee or a non-employee may be recovered from both County employee and non-employee.

6.8.9.2 Recovery of Kickbacks by the County. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## 6.9 Purchasing Procedures.

6.9.1 Establishment of Purchasing Procedures. The Purchasing Agent, with the approval of the County Controller and the Saginaw County Board of Commissioners, shall promulgate procedures for the purchase of goods and services for County departments based upon the Saginaw County Purchasing Policy. If necessary, these procedures shall be updated at least annually.

## 7. ADMINISTRATIVE PROCEDURES: NONE

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The Controller/CAO has determined that this policy as submitted to the Board of Commissioners contains the necessary substance in order to carry out the purpose of the policy. County Civil Counsel has determined that this policy as submitted contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved As to Substance:  
Saginaw County Controller

Approved As to Legal Content:  
Saginaw County Civil Counsel

ADOPTED: November 23, 1999

AMENDED: December 14, 1999 (Sect. 6.5.4. Prevailing Wage, Subparagraph 6.5.4.1.1); September 19, 2017; and **December 15, 2020**

**RESOLUTION "A"**

**A RESOLUTION APPROVING A  
RESPONSIBLE CONTRACTOR POLICY FOR SAGINAW COUNTY**

**SAGINAW COUNTY BOARD OF COMMISSIONERS**

**~~November 17, 2020~~**

At a regular meeting of the Board of Commissioners of the County of Saginaw, State of Michigan held at Saginaw, Michigan on the ~~17<sup>th</sup> day of November 2020~~ at 5:00 p.m.

**PRESENT:** *Kathleen K. Dwan, Cheryl M. Hadsall, Kyle R. Harris, Kirk W. Kilpatrick, Dennis H. Krafft, Sheldon Matthews, Amos O'Neal, Carl E. Ruth, Charles M. Stack, James G. Theisen, Michael A. Webster – 11*

**ABSENT:**

Commissioner \_\_\_\_\_ offered the following resolution and moved for adoption. The motion was seconded by Commissioner \_\_\_\_\_.

**WHEREAS**, Saginaw County established a Purchasing Policy in 1999 that has been updated throughout the years to meet the changing needs of the organization. This policy governs all procurement of supplies, services, and construction, as well as the management and disposal of supplies. The most recent update to the Purchasing Policy occurred in 2017; and,

**WHEREAS**, the County's Purchasing Division of the ~~County~~ Controller's Office is responsible for bidding out the procurement of supplies and services to qualified vendors in a competitive bid process. Effective internal controls safeguard against impropriety, favoritism, or conflict of interest on the part of any County official or employee; and,

**WHEREAS**, as designated by the County Controller, the Purchasing Agent or his/her designee shall bid and procure all supplies or services and new construction or renovation work for capital facilities or improvement projects needed by all County departments and agencies. The Purchasing process is a collaborative effort between Purchasing and County departments; and,

**WHEREAS**, for each type of procurement, Purchasing Agent shall be responsible for ensuring compliance with the Purchasing policy and procedures on the part of the County departments. Purchasing Agent shall be responsible for all the administrative aspects of each procurement; and,

**WHEREAS**, a Responsible Contractor Policy is a method for awarding contracts based on the best value. Under responsible contractor policies, bidders submit information on various "responsibility criteria." ~~The proposed Appendix A of the~~ Responsible Contractor Policy ~~only~~ applies to construction projects between \$50,000 and up to \$1,000,000 and Appendix B applies to construction projects of \$1,000,000 or more ~~of \$50,000~~ or more, however other types of purchases could be included in the future; and,

**WHEREAS**, the intent of this policy is to make information available to those responsible for purchasing decisions about the relative responsibility of those looking to do business within the County. This information is intended to ensure that all work is performed by firms who are able to successfully complete County projects in a safe, timely, reliable, high quality, and cost-effective manner; and,

**WHEREAS**, this policy also defines the process for collecting this information, asking bidders to respond to a series of questions about their work practices, workforce, training and certification, relevant experience, financial capacity, ~~and~~ organization history and safety. Answers to these questions would not exclude any respondent from the bid process and ultimate award. Responses would be available and reviewed by Purchasing Agent. The Responsible Contractor Policy is not meant to be burdensome to the process, but rather provide additional information for consideration. The Policy is not meant to exclude smaller businesses from applying and will not alter nor replace the scoring and review process currently in place for RFP's; and,

**WHEREAS**, a construction project means a project consisting of the construction of new buildings, additions to existing buildings, and/or rehabilitation of existing buildings (other than normal refurbishing); and,

**WHEREAS**, this policy would cover work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, refurbishment, demolition, decommissioning or dismantling of a structure. This also includes any or all necessary materials, labor, and equipment, needed to complete the project if such are contracted for separately. All such construction projects would be subject to the established County Purchasing process; and,

**WHEREAS**, Responsible Contractor Policies are not necessarily the same as "lowest responsible bidder" policies. Responsible contracting policies, or "best value" policies, seek the lowest and *most responsible* bid, while lowest responsible contractor policies seek the lowest bidder who is *minimally* qualified; and,

**WHEREAS**, this matter has been reviewed by Civil Counsel and the County Controller's Office.

**NOW, THEREFORE, BE IT RESOLVED** that the Saginaw County Board of Commissioners approves the Responsible Contractor Policy for Saginaw County, which is attached to this Resolution.

**Yeas:**

**Nays:**

**Absent:**

**Total: -11**

STATE OF MICHIGAN            )  
  )ss  
COUNTY OF SAGINAW        )

I, the undersigned, the duly qualified and acting Clerk of the County of Saginaw, State of Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a regular meeting of the Board of Commissioners of said County, held on the 17th day of November, 2020, the original of which is on file in the Board Office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

**IN WITNESS WHEREOF**, I have hereunto affixed my official signature this 17<sup>th</sup> day of November 2020.

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Michael J. Hanley, County Clerk  
County of Saginaw