

## **REFERENCES/WORK EXPERIENCE**

The vendor must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed:

1.     Company Name: \_\_\_\_\_  
       Street Address: \_\_\_\_\_  
       City/State/Zip Code: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone No.: \_\_\_\_\_  
       Email Address: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
       Street Address: \_\_\_\_\_  
       City/State/Zip Code: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone No.: \_\_\_\_\_  
       Email Address: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
       Street Address: \_\_\_\_\_  
       City/State/Zip Code: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Telephone No.: \_\_\_\_\_  
       Email Address: \_\_\_\_\_

## **COUNTY OF MUSKEGON**

### **INSURANCE REQUIREMENTS**

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

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

1. **Worker's Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.
5. **Liquor Liability** with limits of liability not less than \$1,000,000 per occurrence and aggregate.
6. **Additional Insured:** Commercial General Liability Insurance shall include an endorsement stating the following shall be ***Additional Insureds:*** The County of Muskegon, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of Muskegon as additional insured, coverage afforded is considered to be primary and any other insurance the County of Muskegon may have in effect shall be considered secondary and/or excess.
7. **Cancellation Notice:** Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder: (County of Muskegon, Attention: Procurement, 1903 Marquette Avenue, Suite A106, Muskegon, Michigan 49442).

8. **Proof of Insurance Coverage:** The successful Responder shall provide the County of Muskegon at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
9. If any of the above coverages expire during the term of this contract, the successful Responder shall deliver renewal certificates, endorsements, and/or policies to County of Muskegon at least ten (10) days prior to the expiration date.
10. **HOLD HARMLESS AGREEMENT:** All contracts must contain the following Hold Harmless Agreement:

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

**COUNTY OF MUSKEGON**  
**CERT. REGARDING DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default, have ever been on the Prevailing Wage Violator's Registry or are currently being investigated under current name or any DBA's, corporate names, subsidiaries or other business entities under which you have operated in the last three years; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it.
  - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
  - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging, or
  - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

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Name/Title of Authorized Representative

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Name of Participant Agency or Firm

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Signature of Authorized Representative

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Date

☐ I am unable to certify to the above statement. Attached is my explanation.

**COUNTY OF MUSKEGON**  
**NON-DISCRIMINATION STATEMENT**

Contractor Name: \_\_\_\_\_

Project Name: Muskegon County Airport Restaurant Operator

Project #: Not Applicable

The bidder's signature indicates that bidder agrees that no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this bidder.

Bidder further agrees that every subcontract entered into for the performance of this contract will contain a provision prohibiting discrimination against minority, women and handicapper owned businesses in subcontracting, and making discrimination a material breach of contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Note: Failure to submit the signed statement as part of the bid will be cause for rejection of the bid.