



Livingston County Fiscal Services  
 304 East Grand River Ave., Suite 204  
 Howell, MI 48843

**Request for Proposals**  
**RFP-LC-23-13**  
**Vehicle Hoist Purchase and Installation**  
**Proposals Due: June 15, 2023 by 2:00 p.m. EST**

**Bid Summary**

**Commodity/Service Being Requested:** Vehicle Hoist Purchase and Installation

**Type of Solicitation:** Request for Proposal - A 'Request for Proposal' differs from a 'Request for Bid/Quotation' in that the County is seeking a solution as described herein, not a bid/quotation meeting firm specifications. As a result, the lowest price proposal does not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria determined to be the most critical features of service including qualifications, experience, and timeliness which could be overriding factors, and price may not be determinative in the issuance of contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements.

**Type of Resulting Contract:** Statewide Cooperative Contract - As a result of this RFP Livingston County will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting contract to other government municipalities and school districts throughout the State of Michigan. The firm will be competitively selected as having been qualified as defined within the qualification section of this RFP. The contract will enable public municipalities and schools to "piggyback" and purchase these services through this competitive process.

**Resulting Contract Term:** Five (5) year base contract for the purpose of providing vehicle hoist purchase and installation through the CoPro+ program, continuing at the discretion of the County based on satisfactory performance.

<b>Calendar of Events – Timetable</b>	
<b>Release of RFP:</b>	May 18, 2023
<b>Site Visit (Optional)</b>	May 25, 2023
<b>Due Date for Receipt of Questions:</b>	May 30, 2023
<b>Questions and Answers Posted:</b>	June 1, 2023
<b>Proposals Due by (2:00 p.m. EST) *:</b>	June 15, 2023
<b>Master Agreement Award Date:</b>	July 17, 2023

**\*Any response received later than the specified deadline will be disqualified.**

**RFP Access:** Livingston County officially distributes proposal documents from the Fiscal Services Office and online at <https://www.livgov.com/fiscal-services/Procurement/Pages/bid-q-and-a-comment.aspx> or the BidNet via Michigan Inter-governmental Trade Network (MITN) <https://www.bidnetdirect.com/mitn> sites. Livingston County uses the MITN website for vendor registration, proposal and tabulation posting, award information and other processes. Final proposal results will be posted on the MITN website after award. It will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

**Communications and Contacts with Livingston County Personnel:** All contact with Livingston County regarding this RFP or any matter relating thereto must be sent in writing via e-mail to: [saites@macservcorp.com](mailto:saites@macservcorp.com). This is to ensure fair consideration for all interested vendors; the County prohibits communications to or with any employee at the departmental level during the submission and evaluation period.

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## Section 1.0: Bidder Responses to Scope of Services

### 1.1 Introduction

Livingston Essential Transportation Service, also known as LETS Transportation, is a public transportation service that was established in October of 1977 as a department of Livingston County government. LETS provides dial-a-ride service to meet any transportation need. Riders can use the buses to travel to any destination in Livingston County, including doctors' offices, grocery stores, schools and banks. LETS also provides transportation to dialysis centers and regional service to Ingham, Genesee, Oakland and Washtenaw counties for medical appointments.

### Purpose

Livingston County is soliciting bids for the purchase and installation of a vehicle hoist per the attached specifications.

LETS performs minor service, maintenance, and repairs in its maintenance facility located at 3950 W. Grand River, Howell, MI 48855. The maintenance garage has one (1) two-post vehicle lift that is beyond its useful life and requires replacement (see photo below). The purpose of this project is to replace the current vehicle hoist. The new hoist should have the capacity to accommodate passenger vehicles, minivans, full-size Ford Transit vans with dual rear wheels, and Ford E-450 buses with dual rear wheels (14,200 GVWR).



## 1.2 Specifications

Rotary Model SM18-L (or equivalent):

- Maximum Wheelbase: 194"
- Rise: 68"
- Length Overall: 22' 11 3/16'
- Width Overall: 11' 5 3/4"
- Inside of Columns: 121 1/2"
- Between Columns: 212"
- Height of Columns: 6' 5 3/4"
- Width of Runways: 22"
- Height of Runways: 7 1/2"
- Width Between Runways (max.): 46"
- Lifting Capacity: 18,000 lbs.
- Motor: 2 HP
- Voltage Single Phase: 208v-230v
- Time of Full Rise: 100 seconds
- Minimum Bay Size: 16'x27'

The following must be included:

- All controls, electrical components, hydraulic pumps, etc. which will allow for full functionality after installation.
- All safety related materials/components required for safe operation of the hoist.
- Any and all operation and service manuals related to the hoist.
- It is the expectation of LETS that any hoist installed in our maintenance facility will meet or exceed ANSI/ALI ALCTV safety and performance requirements.

## 1.3 Construction

All demolition and construction is to be performed during regular working hours. Regular working hours are defined as the hours between 7 a.m. and 5 p.m., Monday through Friday.

- Complete disassembly and removal of existing hoist in a manner which provides minimal disruption to LETS.
- The removal and disposal of any broken concrete, excavated parts of existing hoist, soil, and equipment being replaced.
- The complete assembly of the purchased hoist, backfill of any excavated soil, replacement of any concrete removed for the extraction of the original hoist to return shop floor to its present condition with an appropriate aggregate non-slip finish, and all electrical installation performed by a licensed, insured/bonded electrician.

## 1.4 Warranty

Required warranties include:

- Warranty of materials used in the manufacture of the vehicle hoist.
- Warranty of workmanship in the construction of the vehicle hoist.
- Warranty of workmanship in the construction phase of the hoist installation.

## 1.5 Service Capabilities

Proposers must identify by name and location the primary account representative who will be responsible for the performance of the work. Proposers must also identify any and all subcontractors who might be required to complete demolition and removal of existing vehicle hoist, and construction and installation of new vehicle hoist.

## **1.6 Statewide Cooperative Contract**

Livingston County will host the resulting contract for the Michigan Association of Counties CoPro+ Program. The awarded contractor will work with the CoPro+ Program to market and extend the resulting contract to other government municipalities and educational entities throughout Michigan. The contract will enable government municipalities and educational entities to “piggyback” and purchase on an “as needed” basis from the competitively awarded contract.

Services will be requested by participating entities as specific needs arise. Participating entities will issue individual requests along with specific response information required, deliverables, and any special terms and conditions. The order will be executed by, and the contractor will respond directly to, the requesting entity.

All pricing submitted to Livingston County and participating entities through the resulting contract shall include 2.0% administrative/remittance fee to be remitted to MAC/CoPro+ by the awarded vendor. It is the awarded vendor’s responsibility to keep all sales reports up to date and on file with MAC/CoPro+.

As part of the proposal response, bidders should describe how their services could be scaled to entities of different sizes and types (i.e., governments vs schools), and the geographic areas of the state they are able to service (see Attachment A).

## **Section 2.0: Bidder Information and Acceptance**

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP-LC-23-13 - Vehicle Hoist Purchase and Installation.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a Prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Livingston County, will be the basis for the Bidder to enter into a contract with Livingston County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the terms, conditions, certifications, and requirements listed in Section 2.
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Livingston County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the Livingston County shall hold Livingston County, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Livingston County, prior to award, and shall include an insurance certificate and additional insured certificate, naming Livingston County, which meets the minimum insurance requirements, as stated in the terms and conditions.

## 2.1 Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address:		
County:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number		
Primary Contact Email Address:		
Federal Tax ID Number:		Dun & Bradstreet (D&B) Number (if applicable):
Has your company ever been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company ever been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established:		
The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.		
Signature:		
Name and Title of Signer:		
Date:		

**\*Please include a current W-9 and evidence of insurance coverage as outlined in Section 4.3: Insurance Requirements.**

## 2.2 References

Provide a minimum of three (3) references for services of similar scope dating within the past five (5) years.

Entity Name:	
Contact Name:	Title:
County:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	

Entity Name:	
Contact Name:	Title:
County:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	

Entity Name:	
Contact Name:	Title:
County:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	



**2.3 Certificate of Compliance with Public Act of 517 of 2012**

I certify that neither \_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Proposal, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Company:
By:
Title:
Date:

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

## 2.4 Proposal Submission Checklist

To enable consistent Proposal evaluation, the following Proposal Contents/Format has been developed.

**FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.**

<b>Complete?</b>	<b>Item Description</b>
	Section 2.1 – Company Profile with W-9 and Certificate of Insurance
	Section 2.2 – References
	Section 2.3 – Certificate of Compliance with Public Act 517 of 2012
	Section 2.4 – Proposal Submission Checklist
	Section 3.4 – Bidder Responses
	Attachment B - Pricing Proposal
	Attachment C - Materials & Supplies Less than \$150,000
	Addendum Signature Page (s) *(If applicable)

Submitted proposal contains all completed forms/certifications as listed above:

Authorized Signature:
Printed Name of Authorized Representative:
Title:
Date:

### Section 3.0: Bidding, Evaluation, Selection, & Award Process

This section contains key project dates and activities as well as, instructions to proposers on how to prepare and submit their proposal:

Calendar of Events – Timetable	
Release of RFP:	May 18, 2023
Site Visit	May 25, 2023
Due Date for Receipt of Questions:	May 30, 2023
Questions and Answers Posted:	June 1, 2023
Proposals Due by (2:00 p.m. EST) *:	June 15, 2023
Master Agreement Award Date:	July 17, 2023

**\*Any response received later than the specified deadline will be disqualified.**

#### 3.1 Livingston County Responsibility

Livingston County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

#### 3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Livingston County Administrator/ Procurement Coordinator designee's, sole judgment and his/her judgment shall be final.

#### 3.3 Site Visit

A site visit will be held May 25, 2023 at 11:00 a.m. **The site tour is optional, but highly recommended.** Bidders should plan to meet promptly at 11:00 a.m. at 3950 W. Grand River, Howell, MI 48855.

#### 3.4 Proposers Questions

**Proposers may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by 5:00 p.m. EST (Eastern Standard Time) no later than May 30, 2023.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Livingston County reserves the right to group similar questions when providing answers. Questions should be emailed to:

**Email address: [saites@macservcorp.com](mailto:saites@macservcorp.com)**

Livingston County may modify the RFP at any time during the bid process. All changes to the RFP will be posted under the bid number and each posting officially revises the RFP.

#### 3.5 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFP. The proposal must remain valid for at least 90 days from the due date for responses to this RFP.

The Proposer will be responsible for completing and submitting the following sections of this RFP:

**Bid Responses to Scope of Work** – The Bidder's response should provide sufficient information to demonstrate the experience and knowledge needed to successfully carry out the requirements set forth in the RFP. Include the following:

- Executive Summary: Provide a brief overview of the bid package (five pages or less).
- Company History: Provide a brief overview of the company history, qualifications, and experience related to this RFP. This will form the basis for evaluating the capabilities and understanding of the firm and the qualifications of assigned personnel.
- Account Representative: Identify by name and location the primary account representative who will be responsible for the performance of the work. Also identify any and all subcontractors who might be required to complete demolition and removal of existing vehicle hoist, and construction and installation of new vehicle hoist.
- References: Provide three (3) references for work performed of a similar size and scope, including all contact information (see Section 2.2).
- Bonds: Please see Federal certifications for bonding requirements.
- Statement of Work: Provide a complete narrative describing the work required to complete the removal and subsequent reinstallation of the new vehicle hoist. This should include any and all construction as well as any identifiable risks and risk mitigation strategies to be employed. In addition, please detail all materials required and to be delivered for completion of the project.
- Approach and Timeline: Provide a proposed approach to project success including a proposed timeline outlining milestones and completion dates.
- Describe how your services could be scaled to entities of different sizes and types (i.e., governments vs schools), and the geographic areas of the state you are able to service (see Attachment A).
- Price Proposal: Complete, sign and submit the Pricing Proposal (Attachment B).

**Bidder Information and Acceptance** – The Proposer will be required to complete the information in Section 2 and provide required signatures and notarization.

**Federal Certifications** – The bidder must ensure compliance with all Federal requirements, and ensure all required Federal certification forms are filled out in their entirety and signed by an authorized signer.

### 3.6 Bid Submission Deadline

**The deadline for bid receipt is: June 15, 2023, 2:00 PM EST (the “Due Date”).**  
Submit your bid response no later than **2:00 p.m. on June 15, 2023, as follows:**

- A complete proposal submitted electronically to [saites@macservcorp.com](mailto:saites@macservcorp.com). Hard copy submissions will not be accepted.
- Include the following in the Subject line of the email: RFP-LC-23-13 – Vehicle Hoist Purchase and Installation.
- Include company name, phone number, and address in the body of the email.

Livingston County has no obligation to consider any proposal that is not timely received.

**No bid responses submitted via fax or hard copy will be accepted.**

### 3.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Livingston County may elect to waive any informality in a proposal if the sum and substance of the proposal are present.

- A. Livingston County may contact the Proposer for clarification of the Proposer's Bid.
- B. Livingston County may use other sources of information to perform the evaluation.
- C. Livingston County may require the Proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Proposer(s) whose bid is most advantageous to Livingston County, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Livingston County and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Livingston County may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal.

### **3.8 Evaluation Criteria**

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. These are listed in order of importance:

**Firm Experience:** As mentioned in Section 3.5.

**Understanding of Scope of Work and Proposed Approach:** How well the proposal addresses techniques for completing the tasks outlined in the Scope of Work and demonstrates an understanding of the overall project goals.

**Risk Identification/Mitigation Strategies:** Responsive bidder identifies potential project risks and mitigation strategies to successfully complete the project.

**Proposed Timeline:** Ability to complete the work by scheduled due dates as well as timely delivery or completion of Contractor designed milestones.

**Overall Evaluation:** Overall evaluation of the proposal and the vendor, including with respect to the vendor, satisfactory references, legal status and compliance, experience with other projects and procurements, and other matters of concern as outlined above.

**Pricing:** The resulting contract will be a "firm fixed price" contract. Pricing will be considered once an evaluation of the technical proposal has been completed.

LETS will evaluate criteria on a best value basis which considers both price and the above technical factors to determine the offer that is most advantageous and presents LETS with the best overall value. The cost basis for the proposal will be used to evaluate the price proposal. Price will be evaluated in comparison to the above technical factors in the group.

Livingston County intends to negotiate a contract with the company selected as the most responsible and responsive vendor. In the event the negotiation with the selected vendor does not produce a contract, the County will request the vendor placing second in the evaluation process to begin negotiation. This RFP in no way obligates the County to enter into an agreement.

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. All bids will be reviewed and the recommendation for a selection will be made to the Livingston County Board of Commissioners. Final approval will be granted by the Board of Commissioners.

The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Livingston County. The successful bidder will perform all services indicated in the proposal packet in compliance with the negotiated contract.

The contents of this RFP and the quotation will become contractual obligations if a contract ensues. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.

If two (2) or more bidders submit bids that are identical as to price, preference will be given to the bidder whose firm has its principal place of business within Livingston County.

### **3.9 Optional Tools to Enhance Evaluation Process**

Livingston County during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Livingston County:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

### **3.10 Vendor Demonstrations/Interviews**

The County will be reviewing the proposals and may select a limited number of firms/individuals with whom to schedule vendor demonstrations/oral interviews. If the Evaluation Committee determines that clarifying information is not required, the evaluation process is complete.

### **3.11 Livingston County Option to Reject Proposals**

Livingston County may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. Livingston County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Livingston County reserves the right to waive inconsequential disparities in a submitted proposal.

### **3.12 Freedom of Information Act**

This contract and all information submitted to Livingston County by the Contractor and Proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Livingston County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless Livingston County for any liability arising from or in connection with Livingston County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

### **3.13 Contacts with Livingston County Personnel**

All contact with Livingston County regarding this RFP or any matter relating thereto must be in writing via e-mail to:

**Email address:** [saites@macservcorp.com](mailto:saites@macservcorp.com)

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Livingston County personnel other than the Procurement Contact, Livingston County, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Livingston County in writing will be binding with respect to this RFP.

### **3.14 Final Agreement Award Determination**

Livingston County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Livingston County.

### **3.15 Changes and Addenda to Proposal Documents**

Each change or addendum issued in relation to this RFP will be online and on file in the Fiscal Services Department. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the proposal document. No award will be made to any vendor who fails to submit the Addendum Signature Page(s), if applicable.

### **3.16 Reservation of Rights**

The Livingston County Board of Commissioners reserves the right to reject any and all bids, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the Board's best interest and its sole discretion.

### **3.17 Withdrawal of Proposal**

Prior to the stated proposal deadline, proposals may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the proposal. No proposal may be withdrawn for at least 90 days after submission deadline except the successful company whose prices shall remain firm for the entire contract period. In case of error by the proposer in making up a proposal, the Procurement Coordinator may, by discretion, reject such a proposal upon presentation of a letter by the proposer which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

### **3.18 Cancellation**

An IFB, a RFP, or other solicitation may be cancelled, 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 in the best interest of the County in accordance with regulations.

## Section 4.0: General Terms & Conditions

*(Below includes, but is not limited to, general terms and conditions.)*

### 4.1 Gifts/Gratuities

Elected Officials, Department Heads, and/or County Employees will not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

### 4.2 Interest of Contractor and County

The Contractor assures that they have no interests which would conflict with the performance of services required by the Contract. The Contractor also assures that, in the performance of the Contract, no officer, agents, employee of the County of Livingston, or member of its governing bodies, may participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply where specifically exempt under Michigan Law.

### 4.3 Insurance Requirements

The contractor, or any 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 Livingston County. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

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

**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 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) exclusion, if applicable.

**Automobile Liability:** insurance 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.

**Professional Liability:** The contractor shall procure and maintain during the life of this contract, Professional Liability insurance (Medical Malpractice) in an amount not less than **\$1,000,000** per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

### **Additional Insured:**

Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds**. Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.



**Cancellation Notice:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Fiscal Services - Procurement 304 E. Grand River Ave., Suite 204, Howell, MI 48843.

**Proof of Insurance Coverage:**

The Contractor shall provide Livingston County, at the time that 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.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Livingston County at least ten (10) days prior to the expiration date

The required Certificate of Liability Insurance Certificate must be submitted to the Fiscal Services – Procurement Office upon a fully executed written agreement. The Insurance Certificate may be faxed or emailed to: **517.546.7266** or [fs-procurement@livgov.com](mailto:fs-procurement@livgov.com).

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets Livingston County’s specifications shall result in this proposal being completed incorrectly.

**OTHER: Sole proprietors or partnerships shall provide proof of Worker’s Compensation Insurance or Notice of Exclusion from Workers’ Compensation as required by law.**

Any company who claims Workers’ Compensation Exclusion is required to have a **Notice of Exclusion from the Michigan Department of Licensing and Regulatory Affairs, and Workers’ Compensation Agency** on file.

Below is the contact information necessary to request a Notice of Exclusion form (WC-337).  
Michigan Department of Licensing and Regulatory Affairs  
Workers' Compensation Agency  
PO Box 30016  
Lansing, MI 48909  
(888) 396-5041

Once you have a WC-337 form on file with the State of Michigan, a copy may be faxed or emailed to: **517.546.7266** or [fs-procurement@livgov.com](mailto:fs-procurement@livgov.com).

**4.4 Indemnification and Hold Harmless**

The Contractor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless Livingston County, its elected and appointed officers, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the

selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Livingston County or its elected and appointed officers, employees, or agents by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP and the contract entered into.

#### **4.5 Taxes & Payment Terms**

Livingston County is exempt from Federal Excise and State Sales Tax. The County's tax number is 38-6005819. Contractor is required to pay all applicable taxes lawfully assessed in connection with its performance of this Contract.

#### **4.6 Equal Employment Opportunity**

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relates to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

#### **4.7 Nondiscrimination**

The Contractor, its contractors and subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this Section shall be regarded as a material breach of the contract.

#### **4.8 Governing Law and Venue**

The Contractor shall be governed by the laws of the State of Michigan. In the event any actions arising under the Contract are brought by or against the County of Livingston, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under the Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

#### **4.9 Compliance with Laws and Regulations**

The Contractor shall render the services required by this RFP in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

#### **4.10 Advertising**

Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the County. The County shall not unreasonably withhold permission.

#### **4.11 Subcontracting or Assignment of Contract or Contract Funds**

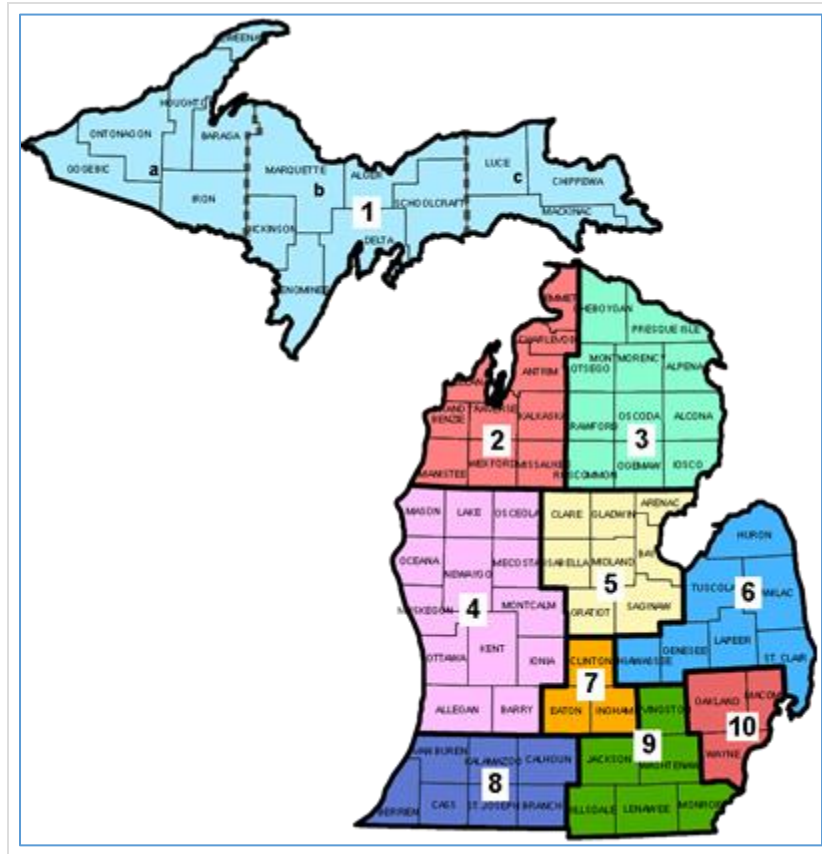
Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the

express written approval of the County Procurement Coordinator. In no case; however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the County Procurement Coordinator. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of the contract be entitled to any benefit to which county employees are entitled; including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

## Attachment A –Regional Service Map



1. Upper Peninsula
2. Northwest
3. Northeast
4. West
5. East Central
6. East
7. South Central
8. Southwest
9. Southeast
10. Detroit Metro

## Attachment B – Pricing Proposal

<b>Vendor Name</b>	
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Vendor Instructions: Please complete the below table and include with your bid response.

Description	Quantity	Unit Price
<b>Vehicle Hoist per specifications</b>	1	
<b>Installation</b>	1	

<b>Warranty and Delivery</b>	
<b>Warranty</b>	
<b>Delivery Time from receiving PO</b>	

<b>Trade-Ins</b>	
Please indicate whether your company will consider offering a trade-in for the existing hoist and, if so, the trade-in price which will be deducted from the PO.	

### **Attachment C: Materials and Supplies Less Than \$150,000**

Please review, sign and submit the Materials and Supplies Less Than \$150,000 Federal Clauses, Michigan Department of Transportation Form 3164 pages 1-10.

Access the form here: <https://mdotjboss.state.mi.us/webforms/GetDocument.htm?fileName=3164.pdf>