



Livingston County Fiscal Services
304 East Grand River Ave., Suite 204
Howell, MI 48843
517-540-8740

Request for Proposals
RFP-LC-24-02
Automotive Fleet Management Services
Proposals Due: Wednesday, May 29, 2024 by 2:00 p.m. EST

Bid Summary

Commodity/Service Being Requested: Automotive Fleet Management Services

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 contracted services to other government municipalities and school districts throughout the state. The vendor(s) will be competitively selected as having been qualified as defined within the qualification section of this RFP. The contract(s) will enable public municipalities, non-profit organizations, and school districts to "piggyback" and purchase Automotive Fleet Management Services available through this competitive process.

Resulting Contract Term: Livingston County will use the results of this process to award up to three (3) contracts with five (5) year contract terms continuing at the discretion of the County based on satisfactory performance.

Calendar of Events – Timetable	
Release of RFP:	May 1, 2024
Pre-Bid Conference – Mandatory 10 a.m. EST	May 8, 2024
Due Date for Receipt of Questions:	May 10, 2024
Questions and Answers Posted:	May 15, 2024
Proposals Due by (2:00 p.m. EST) *:	May 29, 2024
Award Date:	July/August 2024

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

Pre-Bid Conference: Attendance to a one-hour meeting is mandatory and will be held on Wednesday, May 8, 2024 starting at 10:00 a.m. EST. Vendors wanting to participate in this meeting are to contact Cheryl Schubel at schubel@macservcorp.com. Vendors are to meet Greg Kellogg, Transportation Services Director, in Conference Room 4 located at 304 East Grand River Avenue, Suite 204, Howell, MI 48843 on the day of the meeting.

RFP Access: Livingston County officially distributes proposal documents online at <https://milivcounty.gov/fiscal-services/procurement/bids/> 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: schubel@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: Scope of Services

1.1 Background Information

Livingston County is issuing this Request for Proposals (RFP) to obtain sealed bid proposal responses for Automotive Fleet Management Services, and potential additional services.

The objective of this RFP is to solicit proposals from interested and qualified fleet service providers (Proposers) that provide fleet maintenance, management – from acquisition to disposal, fuel card services, and GPS tracking systems and services.

It is anticipated services will commence on October 1, 2024 and end on September 30, 2029, for a five-year contract period.

1.1.1 Current Fleet

Livingston County operates a fleet of approximately 150 vehicles that will require maintenance management under this agreement. The vehicles are listed in Exhibit A. The County anticipates changes in the number and composition of the fleet from the release of this RFP to the date of commencement of the new contract and throughout the term of the contract. Additional County departments may be added during the term of the contract.

The County will provide for the licensing of all vehicles. A list of the assigned license plates will be given to the contractor by the County at their request, post award.

The County operates one vehicle maintenance and up-fitting facility in Howell. The County currently performs approximately ten percent of total fleet maintenance and repair services at this facility.

1.1.2 Bid Categories

Proposers must address their capabilities under the following bid categories. Proposers may bid on one, multiple, or all categories.

Category A – Preventative Maintenance (PM) (Section 1.4)

Providing full and comprehensive maintenance services of the County's fleet of vehicles, to include vehicle maintenance and repair, with utilization of local maintenance providers and the County's internal repair technician.

Category B – Management (Section 1.5)

Providing full and comprehensive management of the County's fleet of vehicles, to include vehicle selection and acquisition services, vehicle capital cost financing, and associated vendor management and payment services, accident management and subrogation services, vehicle remarketing services, provision of seasonal-use vehicles, management analysis and reporting tools and services.

Category C – Commercial Fuel Card (Section 1.6)

Provision and management of a commercial fuel card program.

Category D – GPS Tracking System (Section 1.7)

Provision of GPS tracking system on fleet vehicles, to include equipment, maintenance, training, and reporting.

Livingston County reserves the right to make one total award, multiple awards, or a combination of awards based on the above Categories. If it is determined to be in the best interest of the County, the County reserves the right to reject all proposals and make no award determination.

1.2 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

1. Proposer must demonstrate a minimum of five (5) years of experience within the last ten (10) years directly providing both comprehensive management and maintenance for a fleet or fleets of vehicles composed of at least 150 vehicles.
2. Proposer shall provide three (3) references in Section 2.2 that verify the Minimum Mandatory requirement of providing both comprehensive management and maintenance for a fleet or fleets of vehicles, which shall include start dates, end dates, agency names, and services provided.

1.3 Proposal Narrative

Proposers shall provide a one to three-page Executive Summary/narrative that addresses the services they are proposing as outlined in Section 1. The Executive Summary/narrative should demonstrate the Proposer's understanding of the County's needs and requirements. This section shall address the Proposer's plan to fulfill its obligations for the proposed services, and the phases of their process of fleet management (i.e., assessment of the fleet, transition and implementation, replacement schedule, vehicle selections).

The Proposal must clearly define an action plan for providing automotive fleet management services as outlined in Section 1 and a preliminary transition plan that includes a timeline with projected dates of completion. The plan for transition from the current operator must include the delivery of equipment, installation, training of staff, and other factors related to the work and services to be provided to the County to assure that there is no operational break in the system during said transition subject to the approval of the Transportation Department. The Vendor must agree to fully cooperate with any subsequent contractor to ensure a smooth transition. Vendors shall include a proposed delivery schedule for all equipment and services associated with this RFP.

1.4 Category A: Preventative Maintenance (PM)

The Proposer shall provide scheduled preventative maintenance, remedial repairs, body work, parts inventory acquisition and management, unscheduled and common repairs, and other associated fleet maintenance services required to ensure the continuity, safety, effectiveness, and economical operation of County's vehicles listed in Exhibit A.

The Proposer shall furnish all necessary supervision, labor, parts, supplies, and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with generally accepted industry fleet practices and as more specifically defined in this RFP.

The PM program established for all County vehicles and equipment are the responsibility of the Proposer. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the Original Equipment Manufacturers (OEM) specifications, or other specific warranties and/or recommendations. At a minimum, the Proposer must perform a PM inspection on each vehicle and piece of equipment every 4,000 miles or three (3) months of service, whichever occurs first.

Although subject to change as agreed by the Proposer and the County, the PM work must meet the minimum requirements outlined in Exhibit B.

It is preferred that work not done by the County's repair technician be performed at local repair facilities in Livingston County, Michigan. Livingston County reserves the right to visit/inspect the Proposer's facility to determine the capabilities of the Proposer and confirm that it is a clean facility with suitable equipment to perform the work requirements of the contract.

1.4.1 Scheduling

PM activities should interfere minimally with the operator's normally required work schedule. Therefore, vehicle and equipment PM's should be scheduled at times mutually agreed upon by the Proposer and the County. The Proposer shall develop and provide an automated PM schedule to Livingston County with sufficient lead-time that the County can give ten (10) working days notification to the vehicle user. PM schedule notification, referencing the unit number, shall be provided in writing to the designated County representative.

The Proposer will be responsible for contacting the County regarding vehicle PM scheduling. The designated County representative and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventative maintenance.

1.4.2 Performance

The timely performance of Preventative Maintenance (PM) is obligatory upon the Proposer for all fleet vehicles. It is the Proposer's responsibility to schedule, properly notify the County, and perform the scheduled PM in a timeframe that minimizes overall fleet downtime. When a fleet vehicle is delivered to the shop within the designated timeframe as requested by the Proposer for PM-A and PM-B schedules (see Exhibit B), fleet downtime for County vehicles shall not exceed four (4) hours.

1.4.3 Annual Inspection

The Proposer shall inspect all County vehicles in the fleet annually. Vehicles deemed beyond normal service life, as defined by the County, will be transferred out of the fleet or, at the County's request, will be repaired.

1.4.4 Repairs

The Proposer shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required within the criteria of good fleet maintenance.

1.4.5 Major Component Failure

Major components that may require replacement or overhaul during the contract term, i.e., engines, transmissions, and differentials or any component with a replacement cost of \$1,000.00 or more shall be considered to be serviced as defined by the County.

1.4.6 Road Calls

The Proposer shall provide emergency road service calls for vehicles in the County fleet. The Proposer shall have on-call personnel to act as the County's point of contact for roadside assistance. In the

event of vehicle breakdowns, the Proposer is responsible for dispatching roadside repair services expeditiously. In addition, the Proposer shall manage payments to roadside assistance/towing vendors.

1.4.7 Warranty

The Proposer shall administer all warranties, both for vehicles and parts, associated with management of this fleet. Such work will be reimbursed directly to the Proposer by the equipment manufacturer and the County will not be charged or accept charges for such work. Payments and adjustments received by the Proposer for warranty work shall be credited to the County's account on the next invoice and no later than within 30 days.

1.4.8 Re-work

The Proposer shall track and identify multiple repairs for the same deficiency on the same vehicle (re-work) and shall not include in the monthly statement costs for re-work occurring before the scheduled time after the original repair. Such re-work labor costs will be calculated and reimbursed to the County.

The Proposer's guidelines for re-work shall be the lesser of the following criteria:

- a. Engine overhaul – 6 months or 6,000 miles
- b. Brake overhaul (non-patrol vehicles) – 12 months or 6,000 miles
- c. Tune up – 12 months or 6,000 miles
- d. General Repair (excluding electronic components) – 12 months or 6,000 miles

These minimum standards may be adjusted by the Proposer to reflect the County's fleet composition. Any adjustments to the Re-work minimum standards must be clearly stated in the Proposer's proposal to the County. The County reserves the right to refuse any proposed modifications.

1.4.9 Outside Repairs

The Proposer shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically or expeditiously within the Proposer's facility; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house facility repairs. An example of these outside repairs may include, but are not limited to, major bodywork, painting, glass replacement, or radiator work. All responsibility including paperwork, invoicing, quality control, vehicle movement, vehicle security et.al shall be the Proposer's responsibility.

1.4.10 Body Work

The Proposer shall be responsible for minor body work on vehicles. This would include painting and vehicle decal replacement. All vehicle decals must be reviewed and authorized by the County Representative prior to placement on the vehicle.

1.4.11 Vehicle Preparation and Disposal

The Proposer shall prepare newly acquired vehicles for service. Preparation shall include coordination of inspections, installation of special equipment, and radio installation.

Vehicles to be sold by the County shall be prepared for disposal by the Proposer. Preparation shall include removal of tags, decals and special equipment, and other paper work. When a vehicle is taken out of operation and listed as County surplus, the Proposer shall notify the Livingston County Car Pool

Department Director within five (5) business days via email at gkellogg@livgov.com. The disposal of surplus vehicles shall adhere to the Livingston County Procurement Policy. Proposer shall assist the County Fiscal Services Department, Procurement Division, with vehicle(s) disposal, when necessary.

Proposers shall prepare and submit a four (4) year fleet replacement analysis, which is to be included within the County Capital Improvement Plan.

1.4.12 Accidents

The Proposer shall be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to/from repair site, repair quality and timeliness, and shall be responsible for administration. The Proposer shall obtain at least three (3) competitive bids for each accident repair. Proposer shall coordinate insurance settlement with the Livingston County Deputy County Administrator/Financial Officer.

1.4.13 Fuel

Livingston County will be responsible for fueling charges to all County vehicles and equipment.

1.4.14 Parts Supply

All parts and supplies necessary to maintain and repair vehicles and/or equipment shall be furnished by the local repair vendors currently providing the repair services. All parts installed shall meet OEM specifications and shall be warranted accordingly. Parts installed on vehicles and equipment shall be identified by part number. The part number and cost must be included on the work order for appropriate assignment. The fleet management system shall monitor parts usage on the County's fleet and provide this as part of the vehicle history.

1.4.15 Reporting Capabilities

The following minimum requirements for reporting and record keeping will be in effect for the term of the contract. Proposers are asked to describe their company's reporting capabilities, including online access, report frequency, support, and submit as part of their proposals any recommended additional reporting methodologies to act in the best interest of the County and the management/maintenance of the County's fleet.

A. Records

Upon prior notice to the Contract Project Manager, the Proposer shall provide the County authorized representative(s) access at all reasonable times to all electronic and hard data, including but not limited to: Fleet Management Information System books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the Proposer's fleet management and maintenance services for the County, and shall provide to the authorized representative(s) cost verification for work.

B. Files

The Proposer shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the County fleet vehicles.

A hard copy history folder shall be maintained by the Proposer for each vehicle. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year, Vehicle Identification Number (VIN), and unit number

along with invoice information. Information will be updated monthly, and in no instance shall be older than 45 days. Current files of the County's Fleet Vehicle history will be supplied to the Proposer by the County.

All electronic data shall be owned by the County and made available to the County's authorized representatives at any time during the contract. The software shall be owned by the Proposer.

C. Weekly Report

The Proposer shall generate a weekly report for delivery to the County on Mondays. The weekly report shall include the following from the previous week's activity:

- i. A listing of vehicles not delivered for a scheduled PM. The listing shall include the assignee's name if known.
- ii. Repair activity.
- iii. A status report on vehicles that failed the maximum four (4) hours of downtime for scheduled PM-A's and PM-B's.
- iv. A status report on vehicles out of service for more than seven (7) days.
- v. Number of work orders processed.
- vi. Number of re-work work orders, and total shop time devoted to re-work (to be credited to the County).
- vii. Summary Work Order with detailed cost figures for each vehicle repaired.
- viii. Fleet Readiness/Availability statistical information, as a percentage of the overall County fleet.

D. Monthly Report

The Proposer shall provide a consolidated monthly management report to be delivered to the Livingston County Car Pool Department Director via email to gkellogg@livgov.com on or before the 10th calendar day of the month following the reporting period. This report shall include, but not be limited to:

- i. Maintenance costs for the month.
- ii. Costs for accidents,
- iii. Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
- iv. Number of service calls.
- v. Number of vehicle PM's scheduled/completed.
- vi. Downtime by vehicle and in total.
- vii. Cumulative records of sub-contracted work.
- viii. Total labor hours expended.
- ix. Total part cost.
- x. Problem/accident summary.

E. Annual Performance Report

The Proposer shall provide the County with a written annual performance report that summarizes the year's activity, within thirty (3) days following the end of the contract year. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Proposer believes should be included. Proposer should be prepared to present this report to the County upon request. As part of their proposal, Proposers should include an example annual performance report.

1.5 Category B: Management

The Proposer will effectively manage the fleet assets of the County of Livingston and implement a life-cycle costing program for fleet management. Based upon APWA guidelines, the Proposal will describe how these goals shall be accomplished.

In addition, the Proposer will provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the County.

1.5.1 Information System

The Proposer will own, install, implement, and maintain all hardware and software necessary for an electronic record keeping and reporting system for all contracted services. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.

The Proposer's Management Information System (MIS) must be a multi-user system capable of integrating all information pertaining to inventory, maintenance, repair, personnel, asset management, etc. The Proposer must allow the County on-line read-only access to their MIS and the data contained therein.

Proposers should include in their proposals to the County a complete description of the Proposer's MIS, including sample reports, hardware requirements, staffing plan to input and maintain MIS data, corporate MIS support programs and personnel, training and orientation programs, and system configuration. The County may, at its discretion, request a real-time demonstration of the proposed fleet MIS, as part of the oral presentations or visits to the Proposer's other existing fleet management sites prior to contract award.

1.6 Category C: Commercial Fuel Card

There is a potential for Livingston County to transition its commercial fuel card program to the fleet management and maintenance service contractor awarded through this RFP. Section 1.6 requests responses associated with the Proposer's capabilities and experience in managing commercial fuel card programs. The County reserves the right to implement a fuel card program through the awarded contractor in the event the evaluation of Section 1.6 responses reflects a program that is in the best interest of the County.

Components of a Commercial Fuel Card program should include the following:

1. Provide a standard size plastic commercial fuel card including a magnetic strip on the reverse side, which will be assigned to each specific vehicle assigned to various County agencies and departments. The card format must be distinctive so that it readily identifies the cardholder as an employee of the County of Livingston except as noted in item #2 below, and would include the following information:
 - a. County of Livingston.
 - b. Phrase: For Official Use Only – Tax Exempt 38-6005819.
 - c. Vehicle ID and License Plate.
 - d. The vendor's toll-free help line telephone number printed on the reverse side of the card.
2. Provide fuel cards that meet the unique needs of undercover law enforcement operations. These cards would not be identified as a County card and may require a separate account number with a fictitious company name.
3. Provide up to 200 fuel cards, allow and manage the use of multiple accounts or sub-accounts.

4. Provide a system to manage up to 200, six-digit personal identification (PIN) codes that can be associated with any fuel card. The Contractor must also provide the ability to update PIN codes on a weekly basis.
5. Provide replacement fuel cards when lost or stolen within three (3) business days.
6. Ensure countywide availability of fuel locations which accept your fuel card.
7. Implement transaction controls and/or limits for each fuel card. The minimum controls are listed below. The County may require other controls to be imposed upon fuel card transactions.
 - a. Maximum dollar transaction
 - a. Maximum gallons of fuel transaction
 - b. Number of transactions in a period (e.g., day, week, month)
 - c. Transaction dollar volume in a period (e.g., day, week, month)
 - d. Monthly credit limits
 - e. Prevent cash advances
 - f. Restrict certain product types to specific dollar limits
 - g. Restrict certain fuel providers or facilities.
8. Prevent and minimize fraudulent use of your fuel card system by employees and external parties. Describe your security protocols, including mechanisms in place to control fraudulent use of your system by employees and external parties.
9. Respond to customer service assistance calls on a 24/7 basis.
10. Maintain a process for enrolling additional fuel locations.
11. Prevent further and future use of any individual card (card lockout) immediately upon notification by the driver or the County.
12. Provide for retail fuel purchases of alternative fuels (propane, compressed natural gas, E85, biodiesel) used by the County.
13. Post Level III fuel transactions data to the online system within three (3) days from the date of the fuel purchase.
14. Establish a fuel card program with cards delivered to designated County locations within 30 days after notification that the fuel card program is being implemented. The Contractor will also provide processes for detecting and correcting billing errors, resolving billing disputes, and notifying the County about these errors and/or disputes. The County requires that all errors be corrected prior to the next billing period.
15. Provide replacement of expired fuel cards within 60 calendar days of expiration. The Contractor must deliver the cards to a variety of countywide locations as defined by the County.

1.7 Category D: GPS Tracking System

There is a potential for Livingston County to implement a GPS Fleet Tracking System that meets and/or exceeds the following minimum requirements:

1. User-friendly tracking technology with security access.
2. Storage Capabilities: minimum ninety-day (90) data retrieval, five (5) years for archive/retrieval purposes.
3. Reporting capabilities to include:
 - Monitoring of fuel consumption, maintenance, and scheduling
 - Vehicle identification by County number, description, or VIN number
 - Vehicle speed, trip mapping and arrival/stoppage times (time spent at each location and/or down/idle time by date/time and location).
4. Exception reporting (i.e., speeding, off course, idle time, rapid acceleration, trip efficiency, et. al.)
5. Real time or minute to minute monitoring.
6. Equipment/information easily transferred from one vehicle to another.
7. Provide two (2) sets of operational manuals for generating reports.

8. Two-way messaging service.
9. Tamper Resistant Equipment - installed/mounted inconspicuously in a secured location. If plug-in, provide an alert when removed.

State any additional services or equipment that may be beneficial to the County. Examples include a) Navigation System, b) Loaner equipment on any repairs exceeding 24 hours

1.8 Project Approach

Provide a brief description of the Proposer's plan for accomplishing the work and services to be provided to the County, including but not limited to:

- a. Delivery of equipment
- b. Installation
- c. Training
- d. Furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to the County and will be of sufficient amounts and/or timeframes agreed by County and Proposer to ensure effective testing of the product(s). Any product that fails testing shall be considered sufficient reason to reject the product.

1.9 Company Service Capabilities

- A. Account Management
Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract. The primary account representative will be responsible for day-to-day operations of the maintenance system to insure efficient and effective operations. Proposers must also identify key contacts for reports. Include names, titles, address, phone numbers, and email addresses. Address the qualifications and experience of key personnel. Include a description of public sector experience, if any.
- B. Communication Plan/Contract Management
Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.
- C. Customer Service
It is preferred the Vendor have an accessible customer service department with an individual specifically assigned to Livingston County to address day-to-day needs. Describe your company's Customer Service Department (hours of operation, location, and response times, etc.).

1.10 Value-Added Services

1.10.1 Investigations

The Proposer shall support the County with technical investigations related to the fleet. Such investigations may support accidents, fire, or other issues of a technical nature.

1.10.2 Waste

The Proposer shall be responsible for and shall propose/retain suppliers for the disposal of all trash and other wastes generated during the course of the Contract. The Proposer shall maintain records on all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals shall be in accordance with current County, State and Federal laws and EPA regulations. The Proposer shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Proposer will provide a written Hazard Communication Program. The Proposer shall hold the County free of liability for all actions of the Proposer relating to waste disposal.

Respondents should include in their proposals to the County a description of their qualifications to handle waste streams generated as a part of normal County fleet maintenance.

1.10.3 Staffing Provisions

The Proposer shall have the responsibility for selecting adequate personnel to perform the services necessary to achieve the goals of this contract. The Proposer shall be required to perform pre-employment drug testing for all proposed Proposer employees.

1.10.4 Inside Storage

The Proposer should have adequate inside storage available to the County to store spare vehicles, boats, trailers, et.al.

1.10.5 Outside Storage

The Proposer should have adequate outside-secured storage for ancillary vehicles with wired electricity.

1.10.6 Weapons Lockers

The Proposer should have available to County personnel, weapon lockers for temporary storage of firearms during downtime or vehicle repair.

1.10.7 24-Hour Access

The Proposer's facility should allow for 24/7 access by authorized County personnel. This access is necessary for immediate replacement of a fleet vehicle with a spare vehicle, during times the vendor is closed for service.

1.11 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.

1.12 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.

This contract will enable government municipalities and educational entities to “piggyback” and purchase 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).

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-24-02: Automotive Fleet Management Services.
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:	
City:	
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 4.4: Insurance Requirements.**

2.2 References

Provide a minimum of three (3) customer references for services of similar scope.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

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 Price Assurance Certification

This contract will be a statewide cooperative contract which will enable government municipalities and educational entities to “piggyback” and purchase from the competitively awarded contract.

All pricing submitted to Livingston County shall include 2.0% administrative/remittance fee to be remitted to the Michigan Association of Counties (MAC) by the awarded vendor. It is the awarded vendor’s responsibility to keep all product listings and sales reports up to date and on file with Livingston County/MAC.

By signing below, the bidder agrees to and acknowledges the following: <ul style="list-style-type: none">• An understanding of Section 1.12 titled Statewide Cooperative Program.• The 2% administrative fee is included in all pricing quoted in this bid response.
Name (Print or Type):
Signature:
Date:

2.5 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.

Complete?	Item Description
	Section 1 – Bidder Responses
	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 – Price Assurance Certification
	Section 2.5 – Proposal Submission Checklist
	Addendum Signature Page (s) *(If applicable)
	Attachment A – Pricing Proposal

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 1, 2024
Pre-Bid Conference – Mandatory 10:00 a.m. EST	May 8, 2024
Due Date for Receipt of Questions:	May 10, 2024
Questions and Answers Posted:	May 15, 2024
Proposals Due by (2:00 p.m./ EST) *:	May 29, 2024
Award Date:	July/August 2024

***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/Purchasing Coordinator designee's sole judgment and his/her judgment shall be final.

Pre-Bid Conference - Mandatory

There will be a mandatory Pre-Bid Conference on **Wednesday, May 8, 2024 at 10:00 a.m. EST** to allow all prospective vendors an opportunity to ask relevant questions. Although attendance at this conference is not mandatory for the submission of a proposal, it is highly recommended. We will meet at **Conference Room 4** located at **304 East Grand River Avenue, Suite 204, Howell, Michigan 48843.**

3.3 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 Friday, May 10, 2024.** 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: schubel@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.

3.4 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 information as outlined in Section 2.5.

Section 1.0 – Bidder Responses to Scope of Work - The proposal must include detailed responses to each of the outlined requirements. There is no requirement or limitation on the amount of words for your responses.

Section 2.0 – Bidder Information and Acceptance – The Bidder will be required to complete the information in this section and provide required signatures and notarization.

Attachment A – Pricing Proposal – The Bidder will be required to complete and submit Attachment A – Pricing Proposal.

3.5 Bid Submission Deadline

The deadline for bid receipt is: Wednesday, May 29, 2024, 2:00 PM EST (the "Due Date").

Submit your bid response no later than **2:00 p.m. on Wednesday, May 29, 2024, as follows:**

1. Submit all documents via email by **Wednesday, May 29, 2024 at 2:00 p.m. EST** to schubel@macservcorp.com. Hard copy submissions will not be accepted.
2. Include the following in the Subject line of the email: RFP-LC-24-02: Automotive Fleet Management Services.
3. 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.

3.6 Adherence to Mandatory Requirements (Pass/Fail)

The Livingston County Public Defender or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFP.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Livingston County may elect to waive any informality in a proposal if the sum and substance of the proposal are present.

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 Qualifications.
- 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.

Qualifications will be evaluated on the factors identified in this RFP. The Proposer(s) whose qualifications are 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 and Award

An evaluation committee at the County will evaluate each Respondent's proposal to determine if the Respondent meets the qualification criteria and if the technical specifications in the response are acceptable. An evaluation committee, at its discretion, will recommend one or more Respondents for award of an Agreement. The agreement(s) will be awarded to the qualified respondent(s) whose proposal is most advantageous to the County, based upon the following evaluation criteria.

Evaluation Criteria	Maximum Points
Proposal Narrative (Section 1.3)	5
Category A – Preventative Maintenance (Section 1.4)	15
Category B – Management (Section 1.5)	15
Category C – Commercial Fuel Card (Section 1.6)	10
Category D – GPS Tracking System (Section 1.7)	10
Company Service Capabilities (Section 1.8)	5
Value-Added Services (Section 1.9)	10
Cost Proposal Form (Attachment A)	30
TOTAL	100

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 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 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.

3.11 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."

3.12 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: schubel@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.

3.13 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.

3.14 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.

3.15 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.

3.16 Withdrawal of Proposal

Proposals may be withdrawn in person by a proposer, or authorized representative, provided their identity is made known and a receipt is signed for the RFP but only if the withdrawal is made prior to the stated Proposal deadline. 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 Purchasing 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.

3.17 Cancellation

An IFB, RFP, 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 Invoicing

Detailed invoices shall be submitted to the Livingston County LETS Director via email to gkellogg@livgov.com within 30 days from project completion. Invoices for software renewals shall be issued no later than 60 days prior to the expiration of the current period and no later than the fifth of the month. If the contract is terminated prematurely for any reason, the contractor will be compensated for completed services only as deemed complete by the Livingston County LETS Director and required by contract. Payment shall be issued Net 30 days from receipt and acceptance of the invoice.

4.4 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

Professional 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. If this policy is in claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.

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.

Additional Insured: Commercial Professional Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insured***. 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 Department, 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 coverage(s) 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 Purchasing Office upon a fully executed written agreement. The Insurance Certificate may be faxed or emailed to: **517.546.7266** or fs-procurement@livgov.com.

NOTE: Failure on the part of any proposer to contact his/her insurance carrier to verify that the insurance carried by the proposer 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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 Purchasing 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 Purchasing 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.

4.14 Fuel Tax Recovery

The contractor will be responsible for and collecting the fuel tax recovery from the State of Michigan, as well as retain any taxes refunded. The price proposal submitted in response to the Proposal shall reflect the fuel tax recovered.

Exhibit A – Vehicle List

Please refer to attachment entitled, “Livingston County Fleet Summary April 2024.”

Exhibit B - Preventive Maintenance Schedules

Preventive Maintenance Schedule A **Perform every 4,000 miles or 3 months, whichever comes first.**

1. Check Safety checklist items
2. Inspect, service and repair all interior and exterior lights
3. Inspect, service and refill fluid levels of coolant, windshield washer solvent, transmission, differentials, power steering units and brake fluid
4. Inspect, service, and repair battery, charging system terminals, cables, and box
5. Inspect, service, and repair heating/cooling system
6. Inspect, service, and repair frame, cross members, and body joints
7. Inspect, service, and repair operation of the engine starting circuit
8. Inspect, service, and repair drive shaft, U-joints, and CJ joints and boots
9. Inspect, service, and repair any oil, fuel, coolant, or other fluid liquids
10. Inspect, service, and repair air and emissions filters, and valves as needed, or within OEM guidelines
11. Inspect, service, and repair hoses, clamps, and belts; replace if needed
12. Inspect, service, and repair operation of all gauges
13. Inspect, service, and repair and lubricate all grease points on chassis, hinges, locks, suspension, hydraulic systems, etc.
14. Inspect, service and change engine oil and filter
15. Inspect, service, and repair tires. Replace tires 5/32-inch tread life. All non-patrol vehicles at 3/32-inch tread life
16. If the Proposer is qualified and equipped; inspect, service and repair beam/ray, shotgun/rifle rack, siren, and emergency equipment, etc.
17. Inspect, service, and replace air cleaner as necessary

Preventive Maintenance Schedule B **Perform every 30,000 miles or 12 months, whichever comes first.**

1. Perform PM Schedule A
2. Inspect, remove, clean, repair or replace, and repack wheel bearings and spindles
3. Inspect, service, and repair transmission, which includes but is not limited to, adjustment, fluid and filter change as required
4. Inspect, service, and repair front end alignment
5. Inspect, service, repair, and tune engine to include, but not limited to replacement of spark plugs, ignition wires, distributor cap, rotor, and any other items necessary for a complete tune-up (if so equipped)
6. Inspect, service, repair, and perform complete diagnostic engine analysis, including Electronic Control Module and all related sensors and control devices (Printout analysis must be attached to work order and retained in vehicle file)
7. Drain, flush, and replace differential gear lubricant (limited slip differentials must have special lubricant added)
8. Drain, flush, and replace engine coolant (ethylene glycol)
9. Remove all wheels; inspect all brakes (replace linings/pads, rotors/drums at manufacturer's recommended specifications), measure drums and rotors (measurements must be noted on work order), replace all seals, etc. NOTE: Every brake job shall include a new brake hardware kit, which includes springs, hold-downs, rollers, etc.
10. Inspect service and repair interior, seats, knobs, doors, carpet, switches, headliners, etc.

Attachment A - Costing Methodology & Cost Proposal Form

1. Target Cost Proposal

The target cost proposal, which shall be the successful Proposer's operating budget for each year of this contract, shall be included in the Proposer's Proposal using the attached Cost Proposal Form and shall include the following cost items:

- a. Personnel costs
- b. Parts/supplies/outside services
- c. Overhead expenses
- d. Administrative costs and management fees

This target amount is to be a firm, fixed cost.

2. Labor Costs

Personnel costs will include wages, salaries, fringe benefits, payroll taxes, mechanic, and management costs.

3. Parts/Supplies/Outside Services

The Proposer will charge the County for parts, supplies, and outside services at no more than 15% of cost as the items or services are used, as reflected in the Proposer's repair orders.

4. Overhead Expenses

Overhead expenses will include such items as office supplies, uniforms, bonding costs, copying costs and insurance. All overhead expenses will be invoiced to the County on a quarterly basis at the Proposer's net cost without markup.

5. Directed Work

Overtime and other County approved labor and material cost incurred by the Proposer in performance of emergency or other-directed work shall not be included in the approved target, pursuant to the terms of the Contract. The County will not approve or reimburse the Proposer for overtime charges for work included in the target cost.

6. Additional Reimbursable Items

Costs incurred for unit repairs necessitated as a result of user abuse, vandalism, capital improvement and accident damage during the life of the contract, or major component failure during the first six (6) months of providing service hereunder, or to vehicles in excess of agreed upon life-cycle standards, will not be included in the computation of the cost of performance incentives, and will not be included in the approved target, and will be directly reimbursable by the County to the Proposer.

Attachment A - Cost Proposal Form

PROPOSAL SUMMARY

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

Respondents are to submit prices in the spaces provided below. Every space must contain a figure, zero (0), line (-) or “No Bid”. Failure to complete the proposal summary as stated shall be cause for rejection of proposal. (Remember to double-check your addition, subtraction, and multiplication.)

Costs	1 st Contracted Year	2 nd Contracted Year	3 rd Contracted Year
Labor Cost Per Hour: Includes preventive maintenance, body work, road calls, annual inspections, etc.	\$	\$	\$
Management/Service Fee Per Quarter: Includes all reporting, software, overhead, uniforms, insurance, etc.	\$	\$	\$
Total Cost Target Per Year	\$	\$	\$
Mark-up on Direct Work (no more than 15%)	%	%	%
Mark-up on Parts and Outside Services (no more than 15%)	%	%	%

Costs	4 th Contracted Year	5 th Contracted Year
Labor Cost Per Hour: Includes preventive maintenance, body work, road calls, annual inspections, etc.	\$	\$
Management/Service Fee Per Quarter: Includes all reporting, software, overhead, uniforms, insurance, etc.	\$	\$
Total Cost Target Per Year	\$	\$
Mark-up on Direct Work (no more than 15%)	%	%
Mark-up on Parts and Outside Services (no more than 15%)	%	%