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

Request for Proposals
RFP-LC-26-02
Pension Actuarial Audit and Actuarial Report
Proposals Due: April 8, 2026 by 2:00 p.m. local time

Bid Summary

Commodity/Service Being Requested: Livingston County is seeking proposals from qualified, independent actuarial firms to perform a pension actuarial audit of the County's defined benefit pension plan(s) and to prepare an actuarial report of findings and results. The purpose of this project is for an independent actuary other than the Retirement Plan's retained actuary to provide the County with an independent evaluation of actuarial assumptions, methods, calculations, and compliance with applicable accounting and reporting standards, including all relevant Governmental Accounting Standards Board (GASB) requirements applicable to Michigan county governments.

Type of Solicitation: Request for Proposals (RFP) – Livingston County is requesting bids for RFP-LC-26-02 – Pension Actuarial Audit and Actuarial Report. 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 for the lowest price. As a result, the lowest price proposal does not guarantee an award recommendation.

Resulting Contract Term: One (1) year contract

Calendar of Events – Timetable	
Release of RFP:	March 11, 2026
Due Date for Receipt of Questions:	March 18, 2026
Questions and Answers Posted:	March 20, 2026
Proposals Due by (2:00 p.m./ EST) *:	April 8, 2026

***Any response received later than the specified deadline will be disqualified.**
***Pricing shall be submitted separately from the Technical Proposal.**

RFP Access: Livingston County officially distributes proposal documents online at https://milivcounty.gov/fiscal-services/procurement/bids/ or BidNet via Michigan Inter-governmental Trade Network (MITN) https://www.bidnetdirect.com/mitn sites. 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: Krista Belcher, Procurement Coordinator, kbelcher@livgov.com. 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 Work

1.1 Background

The County maintains one or more defined benefit pension plans for eligible employees and retirees. These plans are subject to actuarial valuations, financial reporting requirements, and oversight by County administration, elected officials, and external auditors. The County seeks an independent actuarial audit to:

- Validate the accuracy and reasonableness of actuarial valuations
- Assess compliance with applicable GASB standards
- Evaluate actuarial assumptions and methodologies
- Provide transparency and confidence to stakeholders

1.2 Scope of Services

The selected firm shall provide professional actuarial audit services, including but not limited to the following

Actuarial Audit Services

A. Review of Actuarial Valuation

- Review the most recent actuarial valuation(s) prepared for the County's pension plan(s).
- Verify the completeness and accuracy of census data used in the valuation.
- Evaluate data integrity, including participant demographics, service history, compensation, and benefit provisions.

B. Review of Actuarial Assumptions

- Assess the reasonableness and appropriateness of actuarial assumptions, including but not limited to:
  - Discount rate
  - Investment rate of return
  - Inflation assumptions
  - Salary increase assumptions
  - Mortality tables
  - Termination, retirement, and disability rates
  - Cost-of-living adjustment (COLA) assumptions (if applicable)
- Provide commentary on consistency with:
  - Plan experience studies
  - Industry best practices
  - Applicable GASB guidance

C. Review of Actuarial Methods

- Evaluate actuarial cost methods used (e.g., Entry Age Normal).
- Review asset valuation methods and smoothing techniques.
- Assess amortization methods and periods for unfunded liabilities.
- Evaluate consistency of methods across valuation periods.

1.3 GASB Compliance Review

The actuarial audit shall include a review of compliance with applicable GASB standards, including but not limited to:

GASB Statements

- **GASB Statement No. 67** – Financial Reporting for Pension Plans
- **GASB Statement No. 68** – Accounting and Financial Reporting for Pensions
- **GASB Statement No. 73** – Accounting and Financial Reporting for Pensions and Related Assets
- **GASB Statement No. 75** (if applicable to OPEB interactions)
- Any subsequent or amended GASB pronouncements applicable during the audit period

GASB Specific Testing

- Verify calculation of:
  - Total Pension Liability (TPL)
  - Fiduciary Net Position (FNP)
  - Net Pension Liability (NPL)
- Review sensitivity analyses for changes in discount rate.
- Validate deferred inflows and outflows of resources.
- Confirm accuracy of required GASB schedules and note disclosures.
- Assess consistency between actuarial valuations and audited financial statements.

1.4 Actuarial Report of Results and Findings

The selected firm shall prepare a written **Actuarial Audit Report** that includes:

- Executive summary of findings
- Description of scope, procedures, and limitations
- Assessment of actuarial assumptions and methods
- Identification of any findings, discrepancies, or concerns
- Evaluation of GASB compliance
- Recommendations for improvements or corrective actions (if applicable)
- Opinion on the overall reasonableness of the actuarial valuation

The report should be written in a clear, non-technical manner suitable for County officials, administrators, and governing boards.

1.5 Meetings and Presentations

- Participate in an entrance meeting with County staff.
- Provide periodic status updates, as requested.
- Present findings to County administration and/or the County Board or County committees, if requested.
- Respond to questions from the County's external auditors related to the actuarial audit.

1.6 Independence and Qualifications

- The firm must be independent and have no conflicts of interest with the County or its current Retirement Plan's actuary.
- Key personnel must be credentialed actuaries (ASA, FSA, MAAA).
- Describe experience performing actuarial audits for public-sector pension plans, preferably Michigan counties or similar governmental entities.
- Familiarity with Michigan public pension requirements and GASB standards is required.

1.7 Schedule

- Proposed timeline for completion of services
- Expected delivery date of final report
- Availability for presentations and follow-up support

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-26-02 – Pension Actuarial Audit and Actuarial Report.

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): ☐ Corporation ☐ Joint Venture ☐ Limited Liability Partnership ☐ Partnership ☐ Limited Liability Corporation ☐ Non-Profit / Church ☐ 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? ☐ Yes ☐ No *If yes, has it been lifted and if so, when?*	
Has your company ever been debarred by State Governments? ☐ Yes ☐ No *If yes, has it been lifted and if so, when?*	
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

List at least three references, preferably from individuals or organizations where services similar to those requested in this RFP were provided.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Services:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Services:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
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.

Complete?	Item Description
	Section 1 – Bidder Responses: Bidders may provide narrative responses/information to address any Scope of Work components.
	Section 2.1 – Company Profile
	Section 2.2 – References
	Section 2.3 – Certificate of Compliance with Public Act 517 of 2012
	Section 2.4 – Proposal Submission Checklist
	Attachment A – Pricing
	Addendum Signature Page(s) *(If applicable)

Submitted proposal contains all competed 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:	March 11, 2026
Due Date for Receipt of Questions:	March 18, 2026
Questions and Answers Posted:	March 20, 2026
Proposals Due by (2:00 p.m./ EST) *:	April 8, 2026

***Any response received later than the specified deadline will be disqualified.**
***Pricing shall be submitted separately from the Technical Proposal.**

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 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 pm EST (Eastern Standard Time) no later than March 18, 2026. 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 addressed to:

Email address: kbelcher@livgov.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 following sections of this RFP:

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Bidder will provide required information in order to demonstrate that the bidder has the experience and knowledge needed to successfully complete the project.

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

Attachment A – Pricing Proposal

3.5 Bid Submission Deadline

The deadline for bid receipt is: April 8, 2026, 2:00 PM EST (the "Due Date").

1. Submit your bid response no later than **2:00 p.m. on: April 8, 2026, as follows:**

   - **A complete proposal submitted electronically to kbelcher@livgov.com**. Hard copy submissions will not be accepted.

2. Include the following in the Subject line of the email: RFP-LC-26-02 – Pension Actuarial Audit and Actuarial Report.
3. Include company name, phone number, and address in the body of the email.
4. **Pricing Proposal – Attachment A - MUST be in a separate file**

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)

Livingston County Administrator or designee shall review the response 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 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 the Livingston County, taking into consideration the evaluation factors, will be recommended for award approval.

After prospective suppliers have been selected, Livingston County and the prospective suppliers 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

The County will award the contract to the most responsive, responsible vendor(s) having proven

experience as described herein. The County reserves the right to award this contract not necessarily to the vendor(s) with the lowest price but to the vendor(s) that demonstrates the best ability to fulfill the requirements. The evaluation and award of this proposal shall be based on the following scoring criteria:

Evaluation Criteria	Points
Understanding the Scope of Services	35
Experience of Firm/Key Personnel	35
Pricing	30

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this proposal. 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 County may make a determination that the rejection of all proposals is in the best interest of Livingston County. Livingston County will not pay for any information herein requested, nor is it liable for any costs incurred by the vendor. 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 vendor(s) will perform all services indicated in the request for proposal packet and in compliance with the negotiated contract.

The contents of this RFP and the vendor's response will become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

The final award, when made, will be awarded to the organization determined by the County of Livingston, at its discretion, to have submitted the best proposal, taking into consideration the proposer's qualifications, proposed program of services and the cost thereof.

3.9 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.

3.10 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

3.11 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 e-mail to:

Email address: kbelcher@livgov.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, 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, and the determination of which, if any, proposal 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 - Procurement Office. 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.

Livingston County reserves the right to modify this package at any time prior to the due date, or to extend the due date, or to cancel this request at any time. Livingston County further reserves the right to reject any and all proposals in whole or in part for good cause when in the best interests of the County. Livingston County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal.

3.17 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 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 (if applicable): The contractor shall procure and maintain during the life of this contract, Professional Liability insurance 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 is it 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 emailed to: **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 emailed to: **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.