



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

**Request for Quotes**  
**RFQ-LC-24-06**  
**Mobile Drone Detection Sensor**  
**Quotes Due: March 4, 2024 by 2:00 p.m. local time**

**Commodity/Service Being Requested:** Mobile Drone Detection Sensor.

**Type of Solicitation:** Request for Quotes

Calendar of Events – Timetable	
Release of RFQ:	02/12/24
Bidder Questions Due by 5:00 p.m. EST	02/16/24
Questions & Answers Posted:	02/20/24
Quotes Due by 2:00 p.m. EST *:	03/04/24

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

**RFQ Access:** Livingston County officially distributes bid documents from the Fiscal Services Office and online at <https://www.livgov.com/fiscal-services/Procurement/Pages/bid-q-and-a-comment.aspx> 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 RFQ or any matter relating thereto must be sent in writing via e-mail to: Penny Saites (saites@macservcorp.com). This is to ensure fair consideration for all interested vendors. The County prohibits communications to or with any employee at the departmental level during the submission and evaluation period.

## Scope of Work

Livingston County on behalf of the Department of Emergency Management is seeking quotes for a Mobile Drone Detection Sensor. It is anticipated that there will be one award from this solicitation.

## Specifications

1. Mobile drone detection sensor -
  - Can be setup and operational less than 5 minutes on site.
  - Can run both on battery power and hard-line power.
  - Battery run time should be greater than 12
  - IP67 rated case (when closed for transport)
  - The entire detection system be contained to one deployment site.
  - System weight < 30lbs
2. Able to detect major UAS brands, including but not limited to:
  - DJI
  - Autel
  - Parrot
3. Connected to the cloud via a LAN or wireless network connection.
  - Software updates pushed through the cloud interface.
4. Up to 6km detection range
5. Built-in interactive display screen on the case.
6. Can operate in temperatures from 0 degrees up to 100 degrees F
7. Can detect up to 40+ drones simultaneously
8. 24x7x365 customer support
9. 4 hour on-site customer operator training

## Bidder Questions

Bidders may submit written questions regarding this RFQ by e-mail to the address identified below. **All questions must be received by Friday, February 16, 2024 at 5:00 p.m. EST.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQ.

When submitting questions, please specify the RFQ section, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFQ. Livingston County reserves the right to group similar questions when providing answers. Questions should be emailed to [saites@macservcorp.com](mailto:saites@macservcorp.com).

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

## Bid Submission

**The deadline for bid receipt is March 4, 2024, 2:00 PM EST (the "Due Date").**

1. Submit your bid response no later than **2:00 p.m., local time, on March 4, 2024, as follows:**

A complete bid submitted electronically to [saites@macservcorp.com](mailto:saites@macservcorp.com). Hard copy submissions will not be accepted.

2. Include the following in the Subject line of the email: RFQ-LC-24-06 – Mobile Drone Detection Sensor.
3. Include company name, phone number, and address in body of the email.

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

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

### **Proposal Format and Content**

As outlined in the Proposal Checklist (Appendix A), each proposal submission shall contain the following elements.

1. **Signature Page** - Signed by the officer authorized to represent, bind and commit and negotiate for the bidder. The Signature page shall be submitted with the bid. Clearly identify the entity submitting the proposal, its legal status and form, organizational structure, location of principal office, location of office responsible for providing the proposed services, and other related information. If entity is a joint venture, identify the participants and their relative shares of ownership or equity. If the bidder takes exception to any of the terms and conditions set forth in the RFQ it should be stated in the Signature Page. The signature page should state that the bidder's proposal is valid for 90 days subsequent to the date of its submission. Reference **Appendix C**.
2. **Customer References** - Provide the names, organizational affiliations, titles, addresses and telephone numbers of at least three current or former customers for relevant experience relative to the scope of work outlined in this RFQ. For each reference, identify the specific products/services provided, and the periods for which such products/services were provided. Reference **Appendix E**.
3. **PA 517 Certification** - Pursuant to Michigan Law (the Iran Economic Sanctions Act, 2012 PA 517 MCL 129.311 et seq.) before accepting any bid or proposal, or entering into any contracts for goods or services, with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law. Please attach a completed Certification of Compliance with Public Act 517 of 2012 form that is provided in this quote (**Appendix D**).
4. **Cost Summary** – Sufficient detail and breakdown of all costs and fees to support the bid submission according to the format provided in **Appendix B** – Pricing Proposal. Please submit complete specifications or official manufacturer's literature.

### **Evaluation Process**

All bids will be reviewed for compliance with the requirements outlined in Appendix A. Bids not meeting the 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 Bidder for clarification of the Bidder's response.
- B. Livingston County may use other sources of information to perform the evaluation.
- C. Livingston County may require the Bidder to submit additional and/or supporting materials.

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

After a prospective supplier has been selected, Livingston County and the prospective supplier 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 bidder who submitted a response.

### **Evaluation Criteria and Award**

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

- Compliance with Submission Requirements
- References (experience of firm, qualifications of firm)
- Pricing

## ATTACHMENT 1 General Terms & Conditions

### 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.

### 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.

### Invoicing

Detailed invoices shall be submitted to the Accounts Payable Contact via email within 30 days from the completion of the scope of service or prior to renewal. Invoices for renewal services shall be issued no later than the fifth of the month prior to the expiration of the current renewal period. In the event, the contract is terminated prematurely for any reason, the contractor will be compensated for completed services only as deemed complete by the designated appointee and required by contract. Payment shall be issued Net 30 days from receipt and acceptance of the invoice.

### 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 self-insured retentions (SIR) 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.

**Additional Insured**: Commercial General Liability, Errors and Omissions 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 and endorsements must be submitted to the Purchasing Office upon a fully executed written agreement. The Insurance Certificate and endorsements may be faxed or emailed to:

**517.546.7266** or [fs-procurement@livgov.com](mailto:fs-procurement@livgov.com).

**NOTE:** Failure on the part of any 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](mailto:fs-procurement@livgov.com).

## **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 RFQ and the contract entered into.

### **Taxes & Payment Terms**

Livingston County is exempt from Federal Excise and State Sales Tax. The County's tax number is 38-6005819. Payment terms are Net 30 days upon receipt and acceptance. Contractor is required to pay all applicable taxes lawfully assessed in connection with its performance of this Contract.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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 and injury leave or other leave benefits.

### **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.

### **Termination of Contract**



In the event that the services of vendor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement; the County reserves the right to terminate this contract at any time, with a minimum thirty (30) days written notice to the vendor.

### **Reservation of Rights**

The Livingston County Board of Commissioners reserves the right to reject any and all quotes, to negotiate the terms and conditions of all and any part of the bids, to waive irregularities and/or formalities, and to make the award to the lowest quote from a responsive, responsible vendor.

### **Cancellation**

An RFQ, 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.

**APPENDIX A  
QUOTE SUBMISSION CHECKLIST**

To enable consistent quote evaluation, the following checklist has been developed. FAILURE TO COMPLETE AND SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.

Complete?	Item Description
	Appendix A – Quote Submission Checklist
	Appendix B – Pricing Form
	Appendix C – Signature Page
	Appendix D – Certificate of Compliance with Public Act 517 of 2012
	Appendix E - References
	Addendum Signature Page (s) *(If applicable)

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

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

**APPENDIX B  
PRICING FORM**

Company Name:	
Contact Person:	
Phone Number:	

Quantity	Description	Unit Price	Line Total
1	Mobile Drone Detection Sensor (per specifications). Please submit complete specifications or official manufacturer's literature		
	Shipping		
	On-Site Installation		
	Software and Installation Provide complete description		
	Training		
	Discount		
<b>TOTAL</b>			

<b>Support and Maintenance: Provide details below regarding what is included in your maintenance agreement, for how many years, and if there is an additional cost.</b>

<b>Other offerings: include additional equipment, software, and services not specified</b>			
Quantity	Description	Unit Price	Line Total

**APPENDIX C  
SIGNATURE PAGE**

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

**APPENDIX D  
CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 512 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:

<b>Notary</b>
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:

**APPENDIX E  
REFERENCES**

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

Entity Name:	
Contact Name:	Title:
County:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Products/Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
County:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Products/Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
County:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Products/Services:	
Annual Caseload/Volume:	