



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

**Request for Qualifications**  
**RFQu-LC-24-05**  
**Construction Management Services for Minor Projects**  
**Proposals Due: March 18, 2024 by 2:00 p.m. local time**

**Bid Summary**

**Commodity/Service Being Requested:** Construction Management Services for Minor Projects

**Type of Solicitation:** Request for Qualifications – Livingston County is requesting submittals for Construction Management Services for minor projects (typically \$50,000 or less). Through this process, it is the goal of Livingston County to competitively prequalify and establish a list of contractors that will provide Construction Management Services for the next five (5) years. The County reserves the right to reopen the Request for Qualifications (RFQu) process to consider new RFQu responses, and potentially add to the list of prequalified contractors.

**Type of Resulting Contract:**

- Indefinite Delivery Indefinite Quantity (IDIQ) contract.
- Statewide Cooperative Contract - As a result of this RFQu, Livingston County will work with the Michigan Association of Counties CoPro+ program to market and extend the resulting contract to other government municipalities throughout the State of Michigan. The firm will be competitively selected as having been qualified as defined within the qualification section of this RFQu. The contract(s) will enable public municipalities to “piggyback” and purchase these services through this competitive process.

**Resulting Contract Term:** Five (5) year contract at the discretion of the County, based on satisfactory performance.

<b>Calendar of Events – Timetable</b>	
<b>Release of RFQu:</b>	February 28, 2024
<b>Due Date for Receipt of Questions:</b>	March 4, 2024
<b>Questions and Answers Posted:</b>	March 6, 2024
<b>Proposals Due by (2:00 p.m./ EST) *:</b>	March 18, 2024
<b>Award Date:</b>	April 9, 2024

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

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

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## **Section 1.0: Scope of Services**

### **1.1 Introduction**

Livingston County Facility Services plans, designs, and manages the construction and delivery of capital projects, as well as remodels of its existing facilities to ensure the safe, accessible and efficient use of the workplace environment.

This Request for Qualifications (RFQu) seeks submission from any and all interested and qualified firms to provide the listed services in a manner that maximizes the quality of services and value to the County and, by extension, its residents. Through this process, it is the goal of Livingston County to competitively prequalify and establish a list of contractors that will provide Construction Management Services for the next five (5) years. The County reserves the right to reopen the Request for Qualifications (RFQu) process to consider new RFQu responses, and potentially add to the list of prequalified contractors.

Proposals must document the resources and capability for performing the services requested. Such evidence includes, but is not limited to, the respondents' demonstrated competency and experience in delivering services of a similar scope and type, and local availability of personnel and resources.

### **1.2 Minimum Mandatory Requirements**

All Bids will be reviewed for compliance with the mandatory minimum requirements. Bids deemed nonresponsive will be eliminated from further consideration.

- Three (3) years of experience providing the types of services requested. Three (3) references, preferably from individuals or organizations where services were similar to those requested in this RFQu (see Section 2.2).
- List of projects similar to those being requested in this RFQu and completed in the last three (3) years. The firm's personnel assigned to projects shall have experience in construction management/general contractor services specific to government facilities within the last three (3) years in the State of Michigan. Proposal shall indicate their personnel's name, title, and responsibility, along with the following project specifics: a) Title of project b) Type of facility c) Name of the entity d) Location e) Brief description of the project f) Value g) Project completion date h) Client point of contact name and phone number.
- Confirmation of all required licenses held by the Construction Manager/General Contractor, as well as licenses held by their staff and subcontractors in their respective trades.

### **1.3 Qualifications**

Construction managers shall be responsible for complete construction management/general contractor services for all phases of minor projects (estimated at \$50,000 or less). These projects include, but are not limited to:

- a. Building Alterations
- b. Sheetrock
- c. Ceiling Grid
- d. Electrical
- e. Painting
- f. Finish Carpentry
- g. Rough Carpentry

### **1.4 Services Required**

Livingston County is seeking professional construction management services for minor projects (below \$50,000) with a focus on additions, remodels and/or alterations to existing facilities, including but not

limited to: office buildings, essential services facilities, court facilities, health care centers and clinics, detention centers, maintenance buildings, and site work. Under the direction of the Facilities Services Department Director, construction firm(s) will work with various countywide departmental staff, and potentially consultants in the various design and construction disciplines, and those agencies having jurisdiction over a given project. In some instances, the construction manager(s) will act as the Facilities Services Department's owner-representative in meetings, and report to the Facilities Services Department Director, as required.

The capability of firms submitting proposals shall include construction management/general contractor services that cover the post-design phase of the project. It is anticipated the Livingston County Facilities Services Department Director will design and plan the projects. After this initial design phase, the Facilities Services Department Director will obtain quotes from the prequalified list of contractors resulting from this RFQu. The selected contractor will oversee the project, and have responsibility to bring in the staff and subcontractors to perform the construction outlined within the project plan.

The resulting contract(s) anticipated by this RFQu comprehensively covers services that can be defined as construction management. The services may include, but are not limited to, some or all of the following services:

Construction and Inspection Services:

- a. Obtain and pay for all required construction related permits.
- b. Furnish bonds and insurance, as required.
- c. Manage and coordinate all trade contractors and subcontractors and others engaged in the performance of the work.
- d. Communicate and coordinate with the Facility Services Department Director in reviewing and processing requests for information or clarifications, interpretations of contract documents, drawings, samples, and all other submittals, contract schedule adjustments, change order proposals, proposals for substitutions, et.al.
- e. Continuously supervise and observe all work in progress to ensure that the work is proceeding in accordance with the construction schedule, as approved by the Facility Services Director.
- f. Coordinate the work of the trades/subcontractors without interfering in the progress of the project and make them a part of the project team.
- g. Assure that the project is on schedule and if not, take appropriate action to ensure timely project completion.
- h. Establish notification procedures for any shutdowns of utilities for the progress of the work.
- i. Review and make recommendations on change order requests from the trades/subcontractors; in particular, determine if the requests are legitimate and reasonable.
- j. Review any requests for changes and prepare cost estimates for each request.
- k. Review any potential claims. If any are received, review them and make recommendations.
- l. Provide general inspections related to building systems such as mechanical, electrical, plumbing and telecommunications.
- m. Follow construction safety protocols.
- n. Assist with resolving all project punch list and closeout issues, as necessary.

The Facilities Services Department Director may request from the construction management firm any and all of the above tasks, depending on the nature of the project assigned. The firm must be staffed as to render these services expeditiously, upon request and may need to be completed during non-business hours as to minimally disrupt County operations.

**1.5 Safety**

Provide information regarding your safety procedures and programs that you would like the evaluators

to consider such as safety equipment, commitment to training, and/or safety program documentation.

### **1.6 Invoicing**

Detailed invoices shall be submitted via email to the Facilities Services Director at KEggleston@livgov.com on a monthly basis. Invoices shall be issued no later than the 5th of the month for goods and services received in the prior month. Payment shall be issued Net 30 days from receipt and acceptance of the invoice.

### **1.7 Disclosures**

- a. Bidders must disclose any violations within the past (5) five years of any permit, license, regulation, or statute that resulted in any notices, fines, censures, punitive awards or similar actions being levied on or taken against the vendor by and Federal, State and/or local regulatory agency. If applicable, provide the date, identity of the agency issuing the citation or fine, description of the violation and final ruling of the agency.
- b. Identify any contracts for services similar to those proposed in response to this RFQu for which the contract was terminated for cause either by the vendor, the municipality or the industry.
- c. Provide information related to any outstanding or past issues regarding inspections from the last (5) five years.

### **1.8 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 expand access for these services to government municipalities and educational entities and enable an entity 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 quotes submitted to Livingston County and participating entities through the resulting contract shall include within the pricing a 2.0% administrative/remittance fee to be remitted to MAC/CoPro+ by the Contractor. It is the Contractor’s responsibility to keep all sales reports up to date and on file with MAC/CoPro+.

As part of the proposal response, Vendors 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 RFQu 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-24-05: Construction Management Services for Minor Projects.
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 RFQu 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 4.5: Insurance Requirements.***

## 2.2 References

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

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(s).

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:

- An understanding of Section 1.8 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 Sheet

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 RFQu:	February 28, 2024
Due Date for Receipt of Questions:	March 4, 2024
Questions and Answers Posted:	March 6, 2024
Proposals Due by (2:00 p.m./ EST) *:	March 18, 2024
Award Date:	April 9, 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.

#### 3.3 Proposers Questions

**Proposers may submit written questions regarding this RFQu 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 March 4, 2024.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQu.

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

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

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

#### 3.4 Preparation of the Proposal

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

The Proposer will be responsible for completing and submitting the information as outlined in Section 2.4.

**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 – Price Sheet** – Bidders are to quote their percentage mark-up of each project's value.

### **3.5 Bid Submission Deadline**

**The deadline for bid receipt is: March 18, 2024, 2:00 PM EST (the "Due Date").**

Submit your bid response no later than **2:00 p.m. on March 18, 2024, as follows:**

1. Submit all documents via email by March 18, 2024 at 2:00 p.m. EST 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: RFP-LC-24-05: Construction Management Services for Minor Projects.
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 RFQu.

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 RFQu. 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 RFQu. 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**

1. Evaluation Factors for Scope of Services (Section 1 responses) – 40 points
2. List of projects similar to those being requested in this RFQu and completed in the last five (5) years and
3. References (Section 2.2) – 20 points
4. Company Profile (Section 2.1) – 10 points
5. Pricing (Attachment A) – 30 points

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 RFQu 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 RFQu. 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 RFQu, 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 RFQu which have been marked "Trade Secret," "Confidential," or "Proprietary."

### **3.12 Contacts with Livingston County Personnel**

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

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

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

### **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 RFQu 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 RFQu 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, RFQu, 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

**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 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



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 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](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).

#### **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 RFQu 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 RFQu in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

#### **4.10 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.

**4.11 Advertising**

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

**4.12 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.

## Attachment A – Pricing Proposal

Vendor Name:	
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Bidders are to quote their project mark-up rate.

Based upon the project's wholesale material value, provide the proposed project mark-up rate.	
Percentage above the project's wholesale material value:	_____ %