

Request for Proposals

For

County of Livingston, Michigan

911 Central Dispatch & Emergency Management Center

RFP #LC-14-07 Strategic Planning Consultant

Proposals must be received no later than 2:00 p.m., April 25, 2014

SPECIAL INSTRUCTIONS:

- Use the mailing label template included in this bid document (Attachment E) or label the lower left corner of your sealed submittal envelope as follows: RFP # LC-14-07 Strategic Planning Consultant 2:00pm, April 25, 2014
- 3. Mail or Deliver to:

LIVINGSTON COUNTY PURCHASING 304 EAST GRAND RIVER, SUITE 204 HOWELL, MICHIGAN 48843

For further information regarding this proposal, contact Roberta Bennett, Purchasing Agent, at 517 540-8741.

Issued by Livingston County Purchasing

LATE AND/OR UNSIGNED PROPOSALS WILL BE REJECTED

TABLE OF CONTENTS

1.0 GENERAL INFORMATION

- 1.1 Introduction and background
- 1.2 Scope
- 1.3 Procuring and contracting department/division
- 1.4 Definitions
- 1.5 Clarification of the specifications
- 1.6 Calendar of events

2.0 PREPARING AND SUBMITTING A PROPOSAL

- 2.1 General instructions
- 2.2 Incurring costs
- 2.3 Submitting the proposal
- 2.4 Proposal organization and format
- 2.5 Multiple proposals
- 2.6 Oral presentations and site visits

3.0 PROPOSAL SELECTION AND AWARD PROCESS

- 3.1 Preliminary evaluation and scoring
- 3.2 Right to reject proposals
- 3.3 Award and final offers
- 3.4 Notification of intent to Award

4.0 GENERAL PROPOSAL REQUIREMENTS

- 4.1 Organization capabilities
- 4.2 Staff qualifications
- 4.3 Proposer references

5.0 TECHNICAL REQUIREMENTS

- 5.1 Overview of technical requirements
- 5.2 Technical requirement 1

6.0 COST PROPOSAL

6.1 General instructions on submitting cost proposals

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment requirements

8.0 REQUIRED FORMS

ATTACHMENTS

- A. Signature Affidavit
- B. Reference Data Sheet
- C. Cost Summary Page
- D. Certificate of Compliance with PA 517
- E. Mailing Label optional

9.0 GENERAL CONDITIONS AND TERMS & CONDITIONS

1.0 **GENERAL INFORMATION**

1.1 Introduction and Background

The purpose of this RFP document is to provide interested vendors with information for submitting a proposal to provide planning and consulting services to the Livingston County 911 Central Dispatch & Emergency Management Center. The end product will be a "comprehensive strategic planning" document to be used by the Livingston County Board of Commissioners, 911 Administrative Oversight Board and the Director of the 911 Center for establishing annual goals, objectives and priorities.

The County, as represented by Livingston County 911 Central Dispatch & Emergency Management Center, intends to use the results of this RFP process to award a contract for planning and consulting services.

- 1.2 Scope of the Project
 - 1.2.1 Project Description: Livingston County 911 Central Dispatch & Emergency Management Center is a consolidated effort providing dispatch services to 8 police departments, the County Sheriff's department, Michigan State Police, 8 fire departments and one county owned EMS department. The present 911 Center's "governance structure" is set forth by law, County Administration and recommendations from the Administrative Oversight Board (AOB). The 911 AOB makes recommendations for all 911 operational matters. The 911 Center is owned by the County and the Director and staff report to the County Administrator.

Within the last 5 years the Director of 911 and the Assistant Director retired taking with them a fair amount of institutional knowledge. Today, there are numerous technological, organizational and administrative challenges confronting the department. Furthermore, the present trends in all disciplines are challenging and require a blueprint going forward to promote institutional growth.

Livingston County seeks to contract with an experienced public safety planning and consulting firm to help facilitate a comprehensive strategic planning process that would provide a five to ten year "blue print" for the 911 Public Safety Communications Center. The selected vendor will work closely with the County Administrator, Deputy County Administrator and 911 Director to facilitate the plan.

1.2.2 **Primary objectives for a comprehensive strategic planning process should include:**

- Comprehensive review of the 911 center, call processing and best practice standards for EMS, Fire and Police dispatch.
- Presentation of information and case studies on the topic of governance with examples of 911 Public Safety Communication Centers who have undergone similar experiences.

- Creation and publication of a document that will analyze the existing situation confronted by Livingston County 911 Central Dispatch and Emergency Management Center. This analysis should include radio communication systems, CAD, facility design and layout, mobile data and information management systems, personnel training and staffing, call flow design and duties, job satisfaction of existing 911 supervisors and employees, satisfaction of disciplines being served, and compliance with regulations including but not limited to CJIS, LEIN, HIPPA, CMS, NFPA etc. The document should conclude with specific recommendations to be implemented by Livingston County.
- Creation of a Strategic Plan with a timeline and specific and measurable goals to produce an outcome

1.2.3 **Primary needs to be addressed by the vendor with immediate recommendations:**

- Technical assistance and facilitation services to address immediate staffing needs.
- Delivery of information on evolving technological and political solutions for consolidated, integrated public safety communication systems.
- Delivery of a comprehensive strategic planning document.
- Evaluation of current customers and solid customer service plan
- Evaluation of staffing model and recommended structural improvements
- Evaluation of current leadership
- Evaluation of Fire, EMS (full service EMS dispatch), Police, LEIN and Call Take positions benchmarking each to industry best practices

1.2.4 **Current Operations**:

Today, Livingston County 911 Central Dispatch and Emergency Management serves as the "public safety answering point" (PSAP) for 16 communities within Livingston County. The scope of services offered by the Center has increased significantly since its inception. Besides basic dispatch services for police, fire and EMS, the 911 Center provides the backbone for "mobile data" operations for nineteen public safety agencies. All staff are trained in Priority Medical Dispatch protocols ProQA process and CAD has been upgraded to OSSI SunGard public safety product.

There are 25 union positions, 7 administrative non-union positions (including 1 new QIS position that is not filled) and 2 non-union part-time dispatchers.

1.3 Procuring and Contracting Department/Division

This Request for Proposal (RFP) is issued by the Livingston County Purchasing Department, which is the sole point of contact for the County during the selection process. The person responsible for managing the procurement process is Roberta Bennett, Purchasing Agent.

1.4 Definitions

The following definitions are used throughout the RFP. **County** means Livingston County 911 Central Dispatch & Emergency Management Center.

Proposer/vendor means a firm submitting a proposal in response to this RFP. **Contractor** means proposer awarded the contract.

1.5 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by-email on or before April 22, 2014 by 12:00PM to:

Roberta Bennett, Purchasing Agent Livingston County Purchasing 517 540-8741 E-mail: <u>rbennett@livgov.com</u>

The webpage to view all questions and answers is:

http://www.livgov.com/purch/Pages/bidqandcomment.aspx

Vendors are expected to raise any questions, exceptions, or additions they have Concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Calendar of Events

April 22, 2014	Last day for submitting written inquiries by 12:00 pm
April 25, 2014	Proposals due from vendors by 2:00 pm
May 19-21, 2014	Oral presentation by invited vendors, if requested by County
July, 2014	Estimated Award of contract

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Incurring Costs

Livingston County is not liable for any cost incurred by proposers in replying to this RFP.

2.3 Submitting the Proposal

Proposers must submit an **original and FIVE (5) exact copies** of all materials required in addition to one electronic copy (cd, dvd or flash drive) for acceptance of their proposal by **2:00p.m. April 25, 2014** to:

> LIVINGSTON COUNTY PURCHASING 304 EAST GRAND RIVER, SUITE 204 HOWELL, MICHIGAN 48843

Proposals must be received in the above office by the specified time stated above. All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date
- 2.4 Proposal Organization and Format

RFP# LC-14-07

Proposals should be organized and presented in the order and by the number assigned in the RFP and with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP) Organizational qualifications Staff qualifications and Facilities References Proposed Staff Consultants Qualifications and References
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)

Attachment A	Signature Affidavit
Attachment B	Reference Data Sheet
Attachment C	Cost Summary Sheet
Attachment D	Certificate of Compliance with Public Act 517
Attachment E	Mailing Label – optional

2.5 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.6 Oral Presentations and Site Visits

Selected vendors may be required to make oral presentations and/or site visits to supplement their proposals, if requested by the County. The County will attempt to schedule each presentation at a time that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation and Scoring

This document is a Request for Proposal. It 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 such, the lowest price proposal will not guarantee an aware recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service of which

qualifications, experience, timelines may be overriding factors and price may not be terminative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements. The evaluation and award of this proposal shall be rated on the following (not in any relevant order):

- ➢ Experience of firm,
- Qualifications of firm,
- ➢ Proposed fees,
- > Attention to the requests and requirements as stated in this RFP,
- Prior experience with vendor,
- Results of interview, if required.

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. 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 contents of this RFP and the vendor's response will become contractual obligations if a contract ensures. Failure of the successful contractor to accept these obligations may result in cancellation of the award. The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving notification to proceed from Livingston County.

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.3 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the

highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.4 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

4.2 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the <u>key</u> staff who would be assigned to the project.

4.3 Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, telephone number, and email address), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

5.0 TECHNICAL REQUIREMENTS

- 5.1 Overview of Technical Requirements: The vendor selected will have the ability to guide a diverse group of representatives from Livingston County police, fire and EMS agencies in a process that will create a five year strategic plan for the County. All participants are stake holders in current operations of the Center or aspire to be stake holders in the near future. When and where possible, the vendor will coordinate public input into the discussions surrounding the strategic planning process.
- 5.2 Technical Requirement 1: Creation of documents and reports during the process updating the County Administrator, Deputy County Administrator and 911 Director as to critical points of discussion.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

The cost proposal should be submitted in a separate envelope with the written proposal. Submit detailed cost information, including, but not limited to, hourly rates for various personnel and a total "not to exceed" amount. All prices, costs, and conditions outlines in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment Requirements

Progress payments will be made as various deliverables are completed. Details will be negotiated with the successful proposer.

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Reference Data Sheet
Attachment C	Cost Summary Page
Attachment D	Certificate of Compliance with PA 517
Attachment E	Mail Label – optional

ATTACHMENT A

SIGNATURE AFFIDAVIT

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

Name (Type or Print)	Title	
Signature	Firm	
Address: (Street, City, State, Zip Code)		
Telephone Fax		E-Mail
Date		
Contact Person in the event there are	questions about your propos	al
Name:	Title:	
Telephone:	Toll Free Telephone:	
Address:		
City:	State:	Zip + Four:

ATTACHMENT B

REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the service(s) used for three (3) or more agencies with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name:		
Address:		
Telephone:		
Email:		
Service(s) Used and year provided:		
Company Name:		
Telephone:	Contact Person:	
Email:		
Service(s) Used and year provided:		
Company Name:		
Address:		
Telephone:	Contact Person:	
Email:		
Service(s) Used and year provided:		
Company Name:		
Address:		
	Contact Person:	
Email:		
Service(s) Used and year provided:		
Company Name		
Company Name:Address:		
Address:	Contact Person	
Email:		
Service(s) Used and year provided:		

ATTACHMENT C

COST SUMMARY SHEET

ITEM DESCRIPTION

COST

ATTACHMENT D

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 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 Bid, 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.

	By:	(Name of Company)
Date:	Title:	
Subscribed and sworn to before me this day of	_, 20	
Notary Public, , County, State of Mich	igan	

My Commission Expires:_____

ATTACHMENT E

MAILING LABEL - OPTIONAL

	ow dotted line and affix to mailing envelope or package	
FROM: Company Name:		
Contact Person:		
Address:		-
-		-
Phone Number:		

911 CENTRAL DISPATCH & EMERGENCY MANAGEMENT - STRATEGIC PLANNING CONSULTANT - RFP # LC-14-07

DELIVER TO:

LIVINGSTON COUNTY PURCHASING 304 EAST GRAND RIVER, SUITE 204 HOWELL, MICHIGAN 48843

GENERAL CONDITIONS:

- 1. No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to Livingston County upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the County.
- 2. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation will become the property of Livingston County unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.
- 3. The County reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be increases or decreases.
- 4. The County reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the County will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the County's best interest and will be final. The County reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.
- 5. All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals must be in accordance with the requirements of this notice to be deemed responsive.
- 6. The firm will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The consultant will designate a representative who will be present on site as required, and will have the authority to act on behalf of the firm.
- 7. The firm's representative will not be replaced without prior written notice to the County. All communications given the consultant's representative will be as binding as given to the Consultant.
- 8. All work shall meet with the approval of the Information Technology Director or their designee as to conforming to the provisions and requirements of the contract entered into as a result of this RFP.
- 9. Advance payments will not be authorized. Progress payments will be made on the basis of work completed during the course of the engagement.
- 10. Elected Officials, Department Heads, and/or County employees will not be offered or entitled to receive personal gifts, gratuities, credits or other benefits of economic value by reasons of their official business.

11. Proposer shall note that this Request for Proposal is considered to be under evaluation from the opening date until contract award. The Purchasing Office and Review committee are restricted from giving any information relative to the progress of the evaluation during this time, except as required to administer the evaluation process. Proposers will be notified when an award is made and notice will be posted on the MITN website.

COSTS: Bidders are to indicate their "not to exceed" costs for the various scope of services descriptions contained in the RFP. The costs must include a schedule of hourly rates along with planned man hours for the proposed personnel. Any proposed charge for other services or reimbursements MUST be included.

Pricing must be broken out by Internet Only, Intranet Only and combined Internet and Intranet, using 1 set of departmental interviews.

Note: Travel, food, and lodging will not be reimbursed. These type of charges must be included in your "not to exceed" costs.

Standard Terms and Conditions

1. 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 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, agents or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP and the contract entered into.

2. 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, height, weight, or marital status. 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.

3. Insurance Requirements

The Contractor whose proposal is accepted must meet and agree to maintain during the term of the contract the following insurance coverage requirements. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

A. <u>Workers' Compensation</u>: The Contractor shall carry Workers' Disability Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this proposal, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Workers' Disability Compensation and Employer's Liability Insurance coverage, as required by law.

B. Commercial General Liability: The Contractor shall procure and maintain during the term of the contract Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

C. Vehicle Liability: The Contractor(s) shall maintain Vehicle Liability Coverage, and Michigan No-Fault coverage's including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit.

D. Additional Insured: Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be "Additional Insured". The County of Livingston, all elected and appointed officials, all employees and volunteers, all boards; commissioners and/or authorities and board members, including employees and volunteers, thereof.

E. **Proof of Insurance Coverage**: The contractor shall provide the County at the time of the signing of the Agreement, copies of certificates or policies for Workers' Compensation, Comprehensive General Liability, and Motor Vehicle Liability.

F. Insurance Renewals: If any of the above coverage's expires during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to: Livingston County Purchasing, 304 East Grand River, Suite 204, Howell, MI, 48843, at least thirty (30) days prior to expiration. Insurance Certificate(s) may be faxed to (517) 543-7266, addressed to the Purchasing Department.

G. Notice of Cancellation; Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that ten (10) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: Livingston County Purchasing, 304 East Grand River, Suite 204, Howell, MI, 48843.

Note: Failure on the part of a bidder to contract their 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 Workers' Compensation Insurance of Notice of Exclusion from Workers' Compensation as required by law.

Any company that claims Workers' Compensation Exclusion is required to have a *Notice of Exclusion from* the Michigan Department of Energy, Labor & Economic Growth, and Workers' Compensation Agency on file.

Below is the contract information necessary to request a Notice of Exclusion form (WC-337):

Michigan Department of Energy, Labor & Economic Growth Workers' Compensation Agency PO Box 30016 Lansing, MI 48909 517 322-1195

Once you have a WC-337 form on file with the State of Michigan, a copy may be faxed or emailed to: RFP# LC-14-07 -9-

517 546-7266 or jadaroczy@co.livinsgton.mi.us.

4. Independent Contractor

Contractor is an independent contractor. All employees, servants, or agents of the contractor shall in no way be deemed to be and shall not hold themselves out to be employees, servants or agents of Livingston County and shall not be entitled to any fringe benefits which the County provides its employees, including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave and longevity.

The Contractor shall be responsible for their payment of the salary, wages or other compensation which may be due its employees, servants and agents for services performed under these specifications and for the withholding and payment of all applicable taxes including, but not limited to, income and social security taxes to the proper Federal, State and local governments that arise out of providing the services as requested herein.

5. Assignment of Contract

The Contractor shall not assign the award of the Contract or any payment without the prior written approval of Livingston County.