


# FACILITY SERVICES



## FIRE EXTINGUISHER & FIRE SUPPRESSION SYSTEM INSPECTION, TESTING & MAINTENANCE SERVICES

TERM:		AWARD:		ERP:
10.1.15 TO 9.30.20		SEE APPENDIX B: PRICING		#310 
ORG:	OBJECT:	PROJECT:		
63126500	930001	265DTPLAZA		
REVIEWED BY: ROBERT D. TOWNSEND - COHL, STOKER & TOSKEY, PC				

FAC SVCS: **DeLAU**

**DESTROY:**

#2015-09-192

**2027**

**9.14.15**

**RESOLUTION**

**NO: 2015-09-192**

**LIVINGSTON COUNTY**

**DATE: September 14, 2015**

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**RESOLUTION TO AUTHORIZE A CONTRACT WITH DELAU FIRE SERVICES TO DELIVER FIRE EXTINGUISHER & FIRE SUPPRESSION: INSPECTION, TESTING & MAINTENANCE SERVICES – FACILITY SERVICES / GENERAL GOVERNMENT / FINANCE / BOARD**

**WHEREAS,** various locations within Livingston County have fire extinguishers & fire suppression systems that require inspection, testing and maintenance services on an annual, semi-annual and as-needed basis; and

**WHEREAS,** per the Purchasing Policy, a competitive bid process was performed in which seven (7) sealed proposals were received and evaluated; and

**WHEREAS,** the review committee consisting of staff from LETS, Purchasing and Facility Services recommends an award to DeLau Fire Services;

**WHEREAS,** the contract will be for a five (5) year period based upon available appropriated funds for; and the expenditure for fire extinguisher and fire suppression system inspection, testing and maintenance has been planned for and approved in the Departmental 2015 budgets.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes Facility Services to establish an agreement with DeLau Fire Services, per the firm fixed pricing within the attached bid tabulation for a five (5) year contract period commencing on October 1, 2015.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners be authorized to sign any necessary documents pertaining to this matter upon review and approval by Civil Counsel.

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**MOVED: Commissioner Green**

**SECONDED: Commissioner Lawrence**

**CARRIED: 9-0-0 Roll call vote; Ayes; Green, Domas, VanHouten, Parker, Williams, Griffith, Dolan, Childs, Lawrence; Nays: None; Absent: None**



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Chris Folts, Director of Facility Services**  
**Date: August 31, 2015**  
**Re: RESOLUTION TO AUTHORIZE A CONTRACT WITH DELAU FIRE  
SERVICES TO DELIVER FIRE EXTINGUISHER & FIRE SUPPRESSION:  
INSPECTION, TESTING & MAINTENANCE SERVICES**

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The Livingston County has Fire Extinguisher & Fire Suppression systems that require annual inspection, semi-annual testing and on-going maintenance. In an effort to reduce duplicative efforts and increase contract related efficiencies, extinguisher and suppression system inspection, testing and maintenance services were combined.

Per the Purchasing Policy, Purchasing released a Request for Proposal (RFP) for Fire Extinguisher & Fire Suppression System: Inspection, Testing & Maintenance Services. Bid documents were posted on the Michigan Inter-Governmental Trade Network (MITN) website and an ad was placed in the local Argus & Press.

Purchasing received seven (7) proposals; attached please find the tabulation sheet outlining the pricing submitted by each vendor. After careful review, the evaluation committee is recommending an award to DeLau Fire Services.

As a result, we are requesting that the attached resolution be approved to authorize entering into a contract with DeLau Fire Services, 823 Terminal Road, Lansing, MI 48906, for a total contract period to not exceed a five (5) year term.

Additional back-up documentation regarding this solicitation is available in the Purchasing Office for review. For this information, please contact Elizabeth Young via email at [eyoung@livgov.com](mailto:eyoung@livgov.com).

Should you have any questions or concerns regarding this matter, please contact me at 517-540-7526 or via email at [cfolts@livgov.com](mailto:cfolts@livgov.com).

**FIRE EXTINGUISHER PRICING  
RFP-LC-15-09 - BID TABULATION**

**INSPECTION PER UNIT**

TYPE OF UNIT	DELAU	FIRE PROS	GALLAGHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
ABC DRY CHEMICAL - 5#	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00
ABC DRY CHEMICAL - 10#	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00
ABC DRY CHEMICAL - 15#	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00
ABC DRY CHEMICAL - 20#	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00
CO2 – 10#	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 5.50	\$ 2.00
BC DRY CHEMICAL - 5#	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00
PK DRY CHEMICAL	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00
WHEEL UNIT	\$ 5.00	\$ 24.50	\$ 3.00	\$ 15.00	\$ 6.60	\$ 84.00	\$ 45.00
HALON 1211 MODEL, PA-H, 10-C	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00
HALON 5# CA-0582, FE	\$ 1.00	\$ 1.35	\$ 3.00	\$ 3.50	\$ 6.60	\$ 2.75	\$ 2.00

**RECHARGED PER UNIT**

TYPE OF UNIT	DELAU	FIRE PROS	GALLAGHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
ABC DRY CHEMICAL - 5#	\$ 10.50	\$ 16.00	\$ 15.00	\$ 31.25	\$ 31.20	\$ 25.00	\$ 28.75
ABC DRY CHEMICAL - 10#	\$ 16.00	\$ 24.00	\$ 20.00	\$ 31.25	\$ 39.60	\$ 29.00	\$ 38.75
ABC DRY CHEMICAL - 15#	N/A	\$ 24.00	\$ 20.00	\$ 31.25	\$ 46.80	\$ 32.00	\$ 48.75
ABC DRY CHEMICAL - 20#	\$ 28.00	\$ 32.00	\$ 40.00	\$ 31.25	\$ 54.00	\$ 34.00	\$ 60.00
CO2 – 10#	\$ 5.00	\$ 16.50	\$ 20.00	\$ 37.50	\$ 78.00	\$ 36.00	\$ 13.10
BC DRY CHEMICAL - 5#	\$ 10.50	\$ 15.00	\$ 15.00	\$ 37.50	\$ 31.20	\$ 25.00	\$ 28.75
PK DRY CHEMICAL	\$ 10.50	\$ 26.50	\$ 40.00	\$ 81.25	\$ 91.20	\$ 29.00	\$ 28.75
WHEEL UNIT	\$ 28.00	\$3.50/LB	\$ 300.00	\$ 137.25	\$ 91.20	\$ 185.00	\$ 350.00
HALON 1211 MODEL, PA-H, 10-C	\$ 42.00	\$28.50/LB	\$ 280.00	\$ 182.00	\$ 390.00	N/A	REPLACE
HALON 5# CA-0582, FE	\$ 42.00	\$28.50/LB	\$ 100.00	\$ 182.00	\$ 222.00	N/A	REPLACE

**FIRE EXTINGUISHER PRICING  
RFP-LC-15-09 - BID TABULATION**

**HYDRO-TESTED PER UNIT**

TYPE OF UNIT	DELAU	FIRE PROS	GALLAGHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
ABC DRY CHEMICAL - 5#	\$ 12.00	\$ 12.50	\$ 24.50	\$ 31.25	\$ 52.20	\$ 60.00	\$ 10.75
ABC DRY CHEMICAL - 10#	\$ 12.00	\$ 12.50	\$ 24.50	\$ 56.25	\$ 60.60	\$ 60.00	\$ 10.75
ABC DRY CHEMICAL - 15#	\$ 12.00	\$ 12.50	\$ 24.50	\$ 56.25	\$ 67.80	\$ 60.00	\$ 10.75
ABC DRY CHEMICAL - 20#	\$ 12.00	\$ 12.50	\$ 24.50	\$ 56.25	\$ 75.00	\$ 60.00	\$ 10.75
CO2 - 10#	\$ 12.00	\$ 14.00	\$ 24.50	\$ 56.25	\$ 99.00	\$ 84.00	\$ 10.75
BC DRY CHEMICAL - 5#	\$ 12.00	\$ 12.50	\$ 24.50	\$ 56.25	\$ 52.20	\$ 60.00	\$ 10.75
PK DRY CHEMICAL	\$ 12.00	\$ 12.50	\$ 24.50	\$ 187.50	\$ 112.20	\$ 60.00	\$ 10.75
WHEEL UNIT	\$ 12.00	\$ 25.00	\$ 200.00	\$ 606.00	\$ 112.20	\$ 350.00	\$ 350.00
HALON 1211 MODEL, PA-H, 10-C	\$ 12.00	\$ 12.50	\$ 24.50	\$ 244.00	\$ 390.00	N/A	REPLACE
HALON 5# CA-0582, FE	\$ 12.00	\$ 12.50	\$ 24.50	\$ 244.00	\$ 222.00	N/A	REPLACE

**SIX (6) YEAR TEST**

TYPE OF UNIT	DELAU	FIRE PROS	GALLAGHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
ABC DRY CHEMICAL - 5#	\$ 10.50	\$ 16.00	\$ 18.00	\$ 37.50	\$ 31.20	\$ 50.00	\$ 28.75
ABC DRY CHEMICAL - 10#	\$ 16.00	\$ 24.00	\$ 22.00	\$ 37.50	\$ 39.60	\$ 50.00	\$ 38.75
ABC DRY CHEMICAL - 15#	N/A	\$ 24.00	\$ 22.00	\$ 37.50	\$ 46.80	\$ 50.00	\$ 48.75
ABC DRY CHEMICAL - 20#	\$ 28.00	\$ 32.00	\$ 35.00	\$ 37.50	\$ 54.00	\$ 50.00	\$ 60.00
CO2 - 10#	N/A	\$ 16.50	\$ 24.50	\$ 56.25	\$ 78.00	\$ 75.00	\$ 13.10
BC DRY CHEMICAL - 5#	\$ 10.50	\$ 15.00	\$ 18.00	\$ 37.50	N/A	\$ 50.00	\$ 28.75
PK DRY CHEMICAL	\$ 10.50	\$ 26.50	\$ 18.00	\$ 37.50	\$ 91.20	\$ 50.00	\$ 28.75
WHEEL UNIT	N/A	\$3.50/LB	\$ 100.00	\$ 469.00	\$ 91.20	\$ 250.00	\$ 350.00
HALON 1211 MODEL, PA-H, 10-C	\$ 42.00	\$28.50/LB	\$ 24.50	\$ 244.00	N/A	N/A	REPLACE
HALON 5# CA-0582, FE	\$ 42.00	\$28.50/LB	\$ 24.50	\$ 244.00	N/A	N/A	REPLACE

**MISCELLANEOUS FEES**  
**RFP-LC-15-09 - BID TABULATION**

MISCELLANEOUS FEES	DELAU	FIRE PROS	GALLAGHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
<b>SERVICE CALL FEE</b>	\$ 40.00	\$ 65.00	\$ 47.00	\$ 50.00	\$ 66.00	\$72.00 -\$95.00	\$ 65.00
<b>WHEN IS IT CHARGED?</b>	PER CALL	ER CALLS ONLY	PER CALL	NO	PER CALL	-	PER CALL
<b>MARK-UP PERCENTAGE ON PARTS</b>	20%	20%	20%	25%	18%	20%	20%
<b>REPAIR OF EXTINGUISHERS - LABOR CHARGE PER HOUR</b>	N/A	N/A	\$ 75.00	\$ 93.75	\$ 80.40	\$ 72.00	\$ 85.00
<b>TURN-AROUND TIME</b>	5 BUSINESS DAYS	48 HRS - LOANER(S) PROVIDED	48 HRS	3-5 Days	48 HRS	48 HRS - LOANER(S) PROVIDED	24 HRS

**FIRE SUPPRESSION SYSTEM PRICING**  
**RFP-LC-15-09 - BID TABULATION**

**FLAT RATE INSPECTION**

LOCATION	DELAU	FIRE PROS	GALLAGHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
EMS Building	\$ 110.00	\$55.00*	\$ 65.00	\$ 687.50	\$ 210.00	\$ 210.00	\$ 160.00
Jail	\$ 110.00	\$55.00*	\$ 65.00	\$ 687.50	\$ 210.00	\$ 210.00	\$ 160.00
911 Central Dispatch	\$ 225.00	\$ 185.00	\$ 150.00	\$ 995.00	\$ 321.60	\$ 850.00	\$ 250.00
Administration Building	\$ 225.00	\$ 185.00	\$ 150.00	\$ 995.00	\$ 321.60	\$ 850.00	\$ 250.00
Sheriff Administration	\$ 225.00	\$ 185.00	\$ 150.00	\$ 995.00	\$ 321.60	\$ 850.00	\$ 250.00
NOTES:		*Fusible links are not included - \$9.35 EA				*INCLUDES 2 PER YR	

**PER UNIT INSPECTION**

LOCATION	DELAU	FIRE PROS	GALLAGHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
EMS Building	\$ 110.00	\$55.00*	\$ 65.00	\$ 343.75	\$ 210.00	\$ 105.00	N/A
Jail	\$ 110.00	\$55.00*	\$ 65.00	\$ 343.75	\$ 210.00	\$ 105.00	N/A
911 Central Dispatch	\$ 225.00	\$ 185.00	\$ 150.00	\$ 498.00	\$ 321.60	\$ 425.00	N/A
Administration Building	\$ 225.00	\$ 185.00	\$ 150.00	\$ 498.00	\$ 321.60	\$ 425.00	N/A
Sheriff Administration	\$ 225.00	\$ 185.00	\$ 150.00	\$ 498.00	\$ 321.60	\$ 425.00	N/A
NOTES:		*Fusible links are not included - \$9.35 EA				*INCLUDES 2 PER YR	

**FIRE SPRINKLER WET/DRY SYSTEM PRICING**  
**RFP-LC-15-09 - BID TABULATION**

LOCATION	DELAU	FIRE PROS	GALLAHER	S&S	SIEMENS	SIMPLEX GRINNELL	VANGUARD
<b>ADMINISTRATION BUILDING</b>	\$300 Per Riser	\$ 255.00	\$ 350.00	\$ 550.00	\$ 664.80	\$ 185.00	\$ 150.00
<b>COMMUNITY MENTAL HEALTH</b>	\$300 Per Riser	\$ 85.00	\$ 150.00	\$ 138.00	\$ 443.20	\$ 185.00	\$ 75.00
<b>HISTORICAL COURTHOUSE</b>	\$300 Per Riser/ \$500.00 Fire Pump	\$ 525.00	\$ 150.00	\$ 1,194.00	\$ 1,255.20	\$ 185.00	\$ 150.00
<b>EAST COMPLEX</b>	\$300 Per Riser	\$ 170.00	\$ 300.00	\$ 275.00	\$ 513.60	\$ 297.00	\$ 70.00
<b>EMS</b>	\$300 Per Riser	\$ 170.00	\$ 150.00	\$ 275.00	\$ 423.60	\$ 185.00	\$ 70.00
<b>LAW CENTER</b>	\$300 Per Riser	\$ 85.00	\$ 150.00	\$ 138.00	\$ 343.20	\$ 185.00	\$ 70.00
<b>INTERMODAL BUIDLING</b>	\$300 Per Riser	\$ 225.00	\$ 175.00	\$ 550.00	\$ 664.80	\$ 370.00	\$ 150.00
<b>JAIL</b>	\$300 Per Riser	\$ 85.00	\$ 350.00	\$ 138.00	\$ 343.20	\$ 185.00	\$ 70.00
<b>JUDICIAL CENTER</b>	\$300 Per Riser	\$ 85.00	\$ 175.00	\$ 138.00	\$ 433.20	\$ 185.00	\$ 70.00
<b>GENOA EMS</b>	\$300 Per Riser	\$ 85.00	\$ 150.00	\$ 138.00	\$ 433.20	\$ 185.00	\$ 70.00



**AGREEMENT**  
**FOR**  
**FIRE EXTINGUISHER & FIRE SUPPRESSION SYSTEM**  
**INSPECTION, TESTING & MAINTENANCE SERVICES**

**THIS AGREEMENT**, made and entered into this 26th day of OCTOBER, 2015, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **DeLAU FIRE SERVICES**, a profit corporation, with offices at 823 Terminal Rd., Lansing, MI 48906 (hereinafter referred to as the "Contractor").

**WITNESSETH:**

**WHEREAS**, the County requires the services of a qualified fire alarm/fire suppression service contractor to provide fire extinguisher and fire suppression system inspection testing and maintenance services on an annual basis of the fire extinguisher and fire suppression systems located at various County facilities and sites; and

**WHEREAS**, the County has requested proposals for the performance of the services it requires in Request for Proposal (RFP), RFP #LC-15-09 Fire Extinguisher & Fire Suppression System: Inspection, Testing & Maintenance Services (hereinafter referred to as the "RFP"), as modified by the RFP's Addendum No. 1 and Addendum No. 2; and

**WHEREAS**, the Contractor has submitted a proposal to the County to perform the fire extinguisher and fire suppression system inspection, testing and maintenance services the County requires; and

**WHEREAS**, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**I. Locations where Services are to be Performed by the Contractor.** Throughout the term of this Agreement the Contractor shall provide the County with the services required by this Agreement at the following sites/locations (hereinafter collectively referred to as the "Work Sites"):

- A. Judicial Center, 204 S. Highlander Way, Howell, MI.
- B. Jail, 150 S. Highlander Way, Howell, MI.
- C. Law Center, 210 S. Highlander Way, Howell, MI.
- D. Historical Courthouse, 200 E. Grand River, Howell, MI.
- E. Administration Building, 304 E. Grand River, Howell, MI.
- F. East Complex, 2300 E. Grand River, Howell, MI.
- G. Intermodal Building, 3950 W. Grand River, Howell, MI.

Potential additional locations that may be added by the County by written notice to the Contractor may include the following:

- EMS - 1911 Tooley, Rd., Howell, MI
- Genoa EMS - 3577 Grand Oaks Drive Howell, MI
- CMH – 2280 E. Grand River Ave., Howell, MI.

The County shall have the right to add or delete the Work Sites to be covered by this Agreement.

**II. Scope of Services.** The services to be provided by and the responsibilities of the Contractor under this Agreement shall be as follows:

**A. Minimum Specifications**

1. Inspection – Contractor shall annually inspect and test systems listed on the attached spreadsheet, labeled Appendix A, ensuring that all Fire Extinguisher and Fire Suppression Systems are tested in accordance with the following (or most current) standard:

- Fire Alarm Systems must meet NFPA National Fire Alarm Code NFPA 72 (1999 Edition)
- Fire Extinguisher & Fire Suppression Systems must meet NFPA Inspection, Testing and Maintenance of Water Based Fire Protection Systems, NFPA 25 (1998 Edition).
- Halon Fire Suppression Systems must meet 1301 Fire Extinguishing Systems NFPA 12A (1997 Edition)
- Wet Chemical Fire Suppression Systems must meet NFPA 17a, (1999 Edition)
- Radionic Alarm receiver (including software upgrades)

Starting in 2016 the annual inspections shall be performed in the month of July.

2. Services Performed - All components and systems shall be tested to verify that they function as intended by the manufacturer and are in compliance with the appropriate referenced standard. Contractor shall submit a copy of their standardized inspection and testing checklist to the County to ensure all items covered under this Agreement meet or exceeds the aforementioned standards.

3. Emergency Services – Provide under the base program 24-hour emergency service. Response time will be guaranteed within four (4) hours of notification to be on site.

4. Reports – Two copies of the inspection report will be issued after each inspection. One copy will be given to the County's Facilities Services Department and one copy will be forwarded to the corresponding Fire Department Chief (Howell or Brighton) for review. The report shall include the referenced standard as outlined in Item #1. Inspection of this Section III, subsection A. The report shall note any unfavorable conditions observed, recommended improvements, necessary repairs to maintain the system in operational condition. An itemized estimate of parts, material costs and approximate labor costs shall be submitted along with each report. No repairs or improvements shall be undertaken without specific authorization from the County.

B. Maintenance

1. All work beyond the Inspection and Testing Program shall be performed on a time and material basis only after specific authorization by the County's Facilities Services Department Director.
2. Parts shall be warranted per the manufacturer's warranty period. Labor shall be warranted for a minimum of thirty (30) days.
3. All necessary parts shall be billed at cost plus an amount not to exceed twenty percent (20%) of the part's cost. A copy of Contractor's suppliers' invoices for parts must be provided with the Contractor's invoice. Failure by the Contractor to select and utilize quality parts/supplies will not be tolerated. All work shall be done once without the need for return repairs.
4. At the request of the County's Facilities Services Department Director, the Contractor may be required to provide supervisory assistance at a fixed hourly rate.
5. The County reserves the right to clean or repair any or all equipment in house or use outside contractors for additional repairs beyond the inspection, testing and maintenance program.

C. Contractor Specifications

1. Contractor shall provide emergency service when/if required, 24 hours per day, including weekends and holidays. Response time of four (4) hours or less.
2. Contractor shall be licensed in accordance with State of Michigan requirements covering the appropriate trade. A copy of all current licenses and license renewals shall be provided to the County.
3. Contractor shall provide qualified, trained service and installation technicians. In an attempt to provide for consistency in the services to be provided, the Contractor shall attempt to utilize the same 1 or 2 technicians for services provided to the County under this Agreement.
4. Contractor must be able to demonstrate that it has adequate staffing to be able to dispatch two (2) technicians at once to make repairs on the alarm system (i.e. one to be at the receiver and one at the site).
5. If a system requires maintenance and the system will be considered out of service, the Contractor shall coordinate with the County's Facilities Services Department, who shall contact the fire department. The County's Facilities Services Department shall assign an impairment coordinator to comply with the requirement of the adopted fire code.
6. All planned services under this Agreement shall be performed during the County's normal business hours defined as 8:00 am. to 5:00 pm. Monday through Friday unless otherwise specified. The Contractor shall respond to the County within twenty-four (24) hours of receipt of notice, verbal or otherwise, of the need for their services. The work shall be performed in a timely manner, except in the case when special materials are required, and then work shall begin within twenty-four (24) hours after receipt of the special materials.
7. Repair parts & equipment must be compatible with existing equipment.
8. Some buildings have a wet suppression system and some have a dry suppression system.
9. The Contractor shall report observed damage to the County's Facilities Services Department Director prior to performing services. Failure to report observed damages may result in the Contractor being held responsible for such damages.

10. Contractor must, prior to any work, contact the County's Facilities Services Department Director to set or confirm the date and time of the inspection or repair work. Failure to contact the County's Facilities Services Department Director may result in inability to obtain access to County properties.
11. The County reserves the right to withhold any or all payments until defects in performance have been satisfactorily corrected.
12. Reporting: The Contractor shall report to the County representative when on the job. After each inspection or service call, a service report shall be left with the County detailing work performed. A service report shall generally include; type of visit, testing, nature of the problem, parts required and cost, labor, number of hours, hourly rate and summary of work done, etc.
13. Tagging: Following completion of required annual testing and inspection, which starting in 2016 shall be performed in July, appropriate tags must be installed on each system that is inspected and tested. In the event appropriate tags have not been installed as required following an inspection, the County shall contact the Contractor to return to the County for completion of tagging at no cost or expense to the County.

D. General Conditions

1. Any deviation from the scope of services must be noted in the quotation.
2. Buildings or services may be added or deleted to the list during the term of this Agreement at the discretion of the County.
3. Additional costs for varying fuel charges will not be allowed for the term of this Agreement.
4. The Contractor shall perform all work in accordance with applicable local, State and Federal laws, rules, regulations, zoning and building codes, as well as MIOSHA guidelines in effect at the time of performing the work.
5. The Contractor shall provide for the protection of the public, County employees and the Contractor's own workers from work related hazards.
6. Contractor shall provide notification to the County's representative and personnel directly affected by the work of any potentially dangerous situations.
7. Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.
8. All work performed shall conform to the best current practice of the respective trades; and all equipment, materials and articles incorporated in the work under this Agreement shall be of new and of the best grade of their kind for their purpose and conform with all NFPA, applicable State, County and local municipal codes. The Contractor shall, if requested, provide evidence as to kind and quality of materials, equipment and/or articles used.
9. The County shall have the right to order the work wholly or partially stopped until objectionable work, materials, equipment and/or articles are removed.
10. The Contractor shall confine its equipment, apparatus, the storage of materials and the operations of its employees to the limit authorized by law, ordinances, permits or direction of the County staff and shall not unnecessarily encumber the premises with Contractor's materials or equipment.
11. Contractor shall store its materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of its work, the work of other contractors or the operations of the County's business.

12. Contractor shall remove all rubbish and debris caused by the services it performs from County property and legally dispose of it.
13. The Contractor shall take all necessary measures to prevent damages to other building, grounds and utilities adjacent to their work. The Contractor shall be responsible for damage of the County's premises that may be caused by Contractor's work.
14. The Contractor shall obtain all necessary permits and certificates required by law and regulations. The Contractor shall deliver to the County a certificate of inspection where such are required.
15. Contractor shall provide the County's Facilities Services Department Director with Material Safety Data Sheets (MSDS) for each chemical used by the Contractor on County property under this Agreement.

**III. Compensation.** The compensation which the County shall pay the Contractor for services to be performed under this Agreement shall be as set forth in the attached Exhibit B – REVISED APPENDIX B – PRICING PROPOSAL.

Each bill shall describe the service being billed, date and time the service was performed, the unit billing rate if applicable, and the total sum due as well as such additional information as the County may require. The County shall process and pay the bills it receives on work completed to the County's satisfaction in accordance with the County's procedure for payment of Accounts Payable.

**IV. Taxes and Payment Terms.** The County is exempt from Federal Excise and State Sales Tax. The County's tax number has been provided to the Contractor. Payment terms are Net thirty (30) days upon receipt and acceptance. The Contractor shall pay all applicable taxes lawfully assessed in connection with its performance of this Agreement.

**V. Agreement Period, Option to Renew and Termination.** This Agreement shall become effective on the 1<sup>st</sup> day of October, 2015, unless prematurely terminated as authorized in this section V and/or elsewhere in this Agreement, this Agreement shall remain in effect until the 30<sup>th</sup> day of September, 2020, at which time it shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement as follows:

- A. In the event bankruptcy proceedings are commenced by or against the Contractor, the County shall be entitled to terminate effective immediately upon delivery of notice without further cost or liability.
- B. In the event that sufficient budget funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.
- C. The County may terminate this Agreement at any time, with a minimum of thirty (30) days written notice to the Contractor in the event the County, in its sole discretion, determines that the services provided by the Contractor are unsatisfactory, or upon failure to perform any of the terms and conditions contained in this Agreement.

Upon any termination or expiration of this Agreement, the Contractor shall remove all of its property from the County's sites/facilities, and shall leave the County's sites and facilities as well as any County property, equipment or supplies left in good order and condition in all respects. Any property of the Contractor which is not removed at termination or expiration of this Agreement, shall become the sole property of the County.

The County's exercise of its right to terminate this Agreement shall NOT be construed as a waiver of any other rights or remedies which it may have in law and/or in equity. In the event such early termination of this Agreement occurs, the County shall pay the Contractor for all services and materials provided to the County in accordance with the requirements of this Agreement up to the effective date of the early termination.

**VI. Cleaning Up.** The Contractor shall at all times during its work under this Agreement keep the Work Sites and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the Work Sites of all debris resulting from Contractor's work is required. Contractor is responsible for paying for and hauling away any waste. At the completion of the Contractor's work at a Work Site, the Contractor shall remove all the waste material and rubbish arising from its work, from and about the Work Site, as well as its tools, equipment, machinery and surplus materials.

If the Contractor fails to clean up during and at the completion of the work at a Work Site, the County may do so and the reasonable cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean-up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

**VII. Compliance with the Law.**

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations including, but not limited to, all applicable OSHA/MIOSHA (Michigan Occupational Safety and Health Act, 1974 PA 154) and regulations requirements, the Americans with Disabilities Act of 1990 (P.L. 101-336, 104 Stat 327, 42 USC § 12101 et. seq.), Federal and/or State licensing and/or certification requirements for services provided under this Agreement.
- B. The Contractor shall comply with all applicable codes and obtain all required permits for the work to be performed under this Agreement.
- C. The Contractor and all its subcontractors and sub-subcontractors shall adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies prohibiting discrimination in regard to employees and applicants for employment.

The Contractor, its subcontractors and sub-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, marital status, or political affiliation.

The Contractor shall 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 Contractor, shall 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.

- D. Breach of this section VII shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**VIII. Applicable Law and Venue.** This Agreement shall be construed according to the laws of the State of Michigan, without regard to any choice of law rules that would apply the laws of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in a Michigan Court whose jurisdiction and venue is 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 this Agreement in or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**IX. Independent Contractor.** It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement 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.

The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

**X. Indemnification and Hold Harmless.** The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County and 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 acts, omissions, or negligence of the Contractor, or its employees, or agents or its subcontractors and sub-subcontractors, or any of their officers, employees, or agents, that may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XI. Insurance.** The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance companies acceptable to the County that have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. 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: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion if applicable.

- C. Automobile (Motor Vehicle) Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Additional Insured - Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating that each of the following shall be "Additional Insureds": the County of Livingston, all of the County of Livingston's elected and appointed officials, employees and volunteers, all of the County of Livingston's boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that the Contractor's Commercial General Liability Insurance and Automobile Liability Insurance shall be made primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
- E. Cancellation Notice - All insurances described above shall include an endorsement stating the following:
  - It is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Livingston County, ATTN: Purchasing, 304 E. Grand River Ave., Suite 204, Howell, MI 48843.
- F. Proof of Insurance - The Contractor shall provide the County, at the time this Agreement is returned by Contractor 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 will be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
  - If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date.
  - The required Certificate of Liability Insurance as well as required endorsements 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 eyoung@livgov.com.
- G. If any of the above insurance coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

**XII. Iran Linked Business.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, 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. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**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 OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**



**XIII. Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**XIV. Amendments.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**XV. Subcontracting or Assignment.** This Agreement shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent. In no case; however, shall such approval relieve the Contractor from its obligations or change the terms of this Agreement. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of this Agreement, 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 this Agreement. All such persons shall be subject to the prior approval of the County.

**XVI. Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**XVII. Complete Agreement.** This Agreement, the attached Appedices and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XVIII. Binding Effect of the Agreement.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

**XIX. Survival.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to the provisions of sections III, VI, VIII and X of this Agreement shall extend beyond and survive termination of this Agreement.

**XX. Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**XXI. Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR FIRE EXTINGUISHER & FIRE SUPPRESSION INSPECTION, TESTING & MAINTENANCE SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LIVINGSTON**

BY: *Carol S. Griffith*  
**CAROL S. GRIFFITH**, CHAIRWOMAN  
COUNTY BOARD OF COMMISSIONERS

Dated: 10/26/15

**DELAU FIRE SERVICES**

BY: *A. Eldred*  
(Signature)  
Name: Aaron Eldred  
(Print or Type)  
Title: General Manager  
(Print or Type)

Dated: 10-19-15

APPROVED AS TO FORM ONLY FOR  
COUNTY OF LIVINGSTON:  
**COHL, STOKER & TOSKEY, P.C.**  
By: ROBERT D. TOWNSEND  
On: October 1, 2015

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Liv/Purchasing: #15-006

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# LIVINGSTON COUNTY FIRE EXTINGUISHER AND FIRE SUPPRESSION SYSTEMS INVENTORY

Livingston County Fire Extinguisher Suppression System Inventory

7/17/2015

Location	ABC Dry Chemical				CO <sub>2</sub>	BC Dry Chemical	Halon	PK Dry Chemical	Wheel Unit	Kitchen
	5#	10#	15#	20#		5#				
911 Central Dispatch 300 South Highlander Way, Howell, MI	7	1					1			
Administration Building 304 East Grand River, Howell, MI	1	6					1			
Animal Control 418 South Highlander Way, Howell, MI		6								
Assett Building 200 South Highlander Way, Howell, MI	1	1								
Brighton District Court 224 N. First Street, Howell, MI	2									
Building Services 420 South Highlander Way, Howell, MI	12	2								
County Airport 3399 County Airport Drive		3		2	1 20#	2		2	1	
Courthouse 200 E. Grand River, Howell, MI	4	7								
East Complex 2300 East Grand River, Howell, MI	22									
EMS – Brighton 5360 S. US 23 Brighton	1	2								
EMS – Genoa 3577 Grand Oaks, Howell, MI	3	3								
EMS – Hamburg 3706 E M-36, Hamburg	1	1								
EMS – Hartland 5965 N. Old US 23		2								
DPW North Street Garage 918 North Street, Howell, MI	6	3		3						
EMS Vehicles, Howell, MI						35 + 8 spares				
EMS Building 1911 Tooley Road, Howell, MI	1	16								1
Jail 150 S. Highlander Way, Howell, MI	7	1	2	1						1
Judicial Center 204 South Highlander Way, Howell, MI	1	22								
Law Center 210 South Highlander Way, Howell, MI		5								
LETS/ Intermodal Building 3950 West Grand River, Howell, MI	30	8								
Vehicles										
Sheriff Administration 150 S. Highlander Way, Howell, MI	8						1			
Sheriff Vehicles, Howell, MI	50									
<b>Totals</b>	<b>157</b>	<b>89</b>	<b>2</b>	<b>6</b>	<b>1</b>	<b>45</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>2</b>

**REVISED APPENDIX B: PRICING PROPOSAL  
RFP-LC-15-09: FIRE EXTINGUISHER & FIRE SUPPRESSION SYSTEM:  
INSPECTION, TESTING AND MAINTENANCE SERVICES**

**VENDOR NAME: Delau Fire Services**

**FIRE EXTINGUISHERS:**

TYPE OF UNIT	INSPECTION PRICE PER UNIT	RECHARGED PRICE PER UNIT	HYDRO-TESTED PRICE PER UNIT	SIX (6) YEAR TEST
ABC DRY CHEMICAL - 5#	\$1.00	\$10.50	\$12.00	\$10.50
ABC DRY CHEMICAL - 10#	\$1.00	\$16.00	\$12.00	\$16.00
ABC DRY CHEMICAL - 15#	\$1.00	n/a	\$12.00	n/a
ABC DRY CHEMICAL - 20#	\$1.00	\$28.00	\$12.00	\$28.00
CO <sub>2</sub> - 10#	\$1.00	\$5.00	\$12.00	n/a
BC DRY CHEMICAL - 5#	\$1.00	\$10.50	\$12.00	\$10.50
PK DRY CHEMICAL	\$1.00	\$10.50	\$12.00	\$10.50
WHEEL UNIT	\$5.00	\$28.00	\$12.00	n/a
HALON 1211 MODEL, PA-H, 10-C	\$1.00	\$42.00	\$12.00	\$42.00
HALON 5# CA-0582, FE	\$1.00	\$42.00	\$12.00	\$42.00

**NOTE: Annual inspection fee to include fire extinguisher seal, hazardous labels if needed, & tags.**

Service call, if any \$ 40.00

Is there a service call fee charged?  YES  NO

If so, when is it charged? (i.e. for emergency calls only or on a per call basis)?  
Per call basis.

Indicate mark-up percentage on parts price, if any: 20 %

Repair of extinguishers – Labor charge \$ n/a per hour

Turn-around time: 5 business days

**FIRE SUPPRESSION SYSTEMS:**

LOCATION	TYPE OF FIRE SUPPRESSION SYSTEM	FLAT RATE INSPECTION	PER UNIT INSPECTION
EMS Building 1911 Tooley Rd, Howell, MI	Kitchen	\$110.00 per system	\$110.00 per system
Jail 150 S. Highlander Way, Howell, MI	Kitchen	\$110.00 per system	\$110.00 per system
911 Central Dispatch 300 S. Highlander Way, Howell, MI	Halon	\$225.00 per system	\$225.00 per system
Administration Building 304 E. Grand River Ave., Howell, MI	Halon	\$225.00 per system	\$225.00 per system
Sheriff Administration 150 S. Highlander Way Howell, MI	Halon	\$225.00 per system	\$225.00 per system

**REVISED APPENDIX B: PRICING PROPOSAL  
RFP-LC-15-09: FIRE EXTINGUISHER & FIRE SUPPRESSION SYSTEM:  
INSPECTION, TESTING AND MAINTENANCE SERVICES**

**FIRE SPRINKLER WET/DRY SYSTEMS:**

<b>LOCATION</b>	<b>FLAT RATE SYSTEM INSPECTION</b>
Administration Building 304 E. Grand River Ave., Howell, MI	\$300.00 per riser
Community Mental Health 2280 E. Grand River Ave., Howell, MI	\$300.00 per riser
Historical Courthouse 200 E. Grand River Ave., Howell, MI	\$300.00 per riser / \$500.00 fire pump
East Complex 2300 E. Grand River Ave., Howell, MI	\$300.00 per riser
EMS 1911 Tooley Road, Howell, MI	\$300.00 per riser
Law Center 210 S. Highlander Way, Howell, MI	\$300.00 per riser
Intermodal Building 3950 W. Grand River Ave., Howell, MI	\$300.00 per riser
Jail 150 S. Highlander Way, Howell, MI	\$300.00 per riser
Judicial Center 204 S. Highlander Way, Howell, MI	\$300.00 per riser
Genoa EMS 357 Grand Oaks Drive, Howell, MI	\$300.00 per riser