

AGREEMENT

FOR

INSTALLATION SERVICES FOR FLOOR COVERING & SUPPLIES

BETWEEN

COUNTY OF LIVINGSTON

AND

SEELYE GROUP, LTD



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AGREEMENT FOR INSTALLATION SERVICES FOR FLOOR COVERING & SUPPLIES

THIS AGREEMENT, made and entered into this 4th day of APRIL, 2017, 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 **SEEYLE GROUP, LTD.**, with offices at 1411 Lake Lansing Rd., Lansing, MI 48912 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County, in REQUEST FOR PROPOSALS: RFP-LC-16-30 INSTALLATION SERVICES FOR FLOOR COVERING & SUPPLIES (hereinafter referred to as the "RFP"), has solicited proposals from interested, qualified and experienced vendors to provide installation services for floor covering and supplies on an as needed basis; and

WHEREAS, the Contractor has submitted a proposal to the County to provide installation services for floor covering and supplies on an as needed basis; 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. SERVICES TO BE PERFORMED BY THE CONTRACTOR AND THE COUNTY'S RESPONSIBILITIES. The Contractor shall provide installation services for floor covering and supplies when required by the County's Facility Services Department as set forth in the attached Exhibit A - Scope of Services. The attached Exhibit A sets forth the RFP's Section III SCOPE OF SERVICES, pages 9-13.

In general, the County may require the Contractor at any time during the term of this Agreement to provide floor preparation, installation and/or floor coverings. The Contractor shall furnish all labor, materials, equipment and services to complete projects as necessary.

The County reserves the right to order supplies or use existing material and/or supplies that may be required during the term and/or extended term of this Agreement.

All work performed by the Contractor under this Agreement between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, shall be considered regular work hours and work performed after 7:00 p.m. and on weekends will be considered overtime/weekend rate.

The attached Exhibit A, Scope of Services, is incorporated by reference into this Agreement and made a part thereof.

II. WARRANTY. The Contractor by its entry into this Agreement grants to the County and hereby agrees to fully comply with the guarantees required in the RFP's Section III - SCOPE OF SERVICES, Subsection M. GUARANTEE, page 12, set forth in the attached Exhibit A.

The Contractor also warrants that the services it is required to provide under this Agreement shall be performed by skilled and competent personnel to the highest professional standards.

All guarantees and warranties required in this Agreement shall survive the Agreement's termination.

III. COMPENSATION. The compensation that the County shall pay the Contractor for the performance of all the services required by this Agreement shall be in accordance with the prices set forth in the attached Exhibit B – Pricing Proposal. The attached Exhibit B is incorporated by reference into this Agreement and made a part thereof.

The County is exempt from Federal Excise and State Sales Tax. The County shall not pay any tax from which it is exempt. The Contractor shall pay all applicable taxes lawfully assessed in connection with its performance of services under this Agreement.

The prices set forth in the attached Exhibit B - Pricing Proposal shall remain firm against any increase during the initial term of this Agreement (i.e. January 1, 2017 to December 31, 2020). **ESCALATION** - Prior to commencement of any subsequent renewal term, the County may entertain a request for escalation in pricing in accordance with the current Consumer Price Index for the previous twelve (12) month period or up to a maximum five percent (5%) increase on the current pricing, whichever is lower. For the purposes of this Agreement “Consumer Price Index” shall mean the **Consumer Price Index - All Urban Consumers - United States Average - Midwest Region All Items, 1982-1984 = 100 CUUR0200SAO** as published by the United States Department of Labor, Bureau of Labor Statistics.

Any proposed price increases shall be submitted to the Livingston County Purchasing Department not less than ninety (90) days prior to the expiration of the initial three (3) year term. The County reserves the right to accept or reject the request for a price increase for the renewal period. If the price increase is approved, the price shall remain firm for the entire renewal period.

IV. BILLING/PAYMENT TERMS. The Contractor shall bill the County, no more frequently than once monthly, in accordance with this Agreement’s Section III, for services provided to the County pursuant to this Agreement. Each bill shall describe the service being billed, date, time, and location where the services were performed, the unit billing rate, total units of service provided, and the total sum due. The Contractor’s bills shall also include 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.

V. REPORTS. Contractor shall, upon request, furnish the County’s Purchasing Department with a written report of the total dollar volume of business. Such reports are to be submitted within fifteen (15) days of request. Contractor, and all of the Contractor ‘s personnel shall promptly respond orally or in writing, as fits the circumstances, to all inquiries regarding service bills and performance of work under this Agreement. All information, reports and listings requested shall be provided free of charge.

VI. GIFTS/GRATUITIES. Elected Officials, Department Heads, and/or County employees shall 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.

VII. COMPLIANCE WITH THE LAW AND EQUAL EMPLOYMENT OPPORTUNITY.

- 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 requirements, the Americans with Disabilities Act, Federal and/or State licensing and/or certification requirements of persons to provide services under this Agreement.
- B. The Contractor and its 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 subsection shall be regarded as a material breach of this Agreement.

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 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.

VIII. APPLICABLE LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in Michigan courts as 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 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 is an independent contractor. The employees, servants, agents, subcontractors and assigns of the Contractor 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 shall be responsible for paying all salaries, wages and other compensation which may be due its employees, subcontractors or agents for performing services 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. To the extent permitted by law, the Contractor retains all rights as an employer to hire, promote, demote, transfer, or terminate any of its employees. If Contractor transfers or terminates any of the employees assigned to perform the services required by this Agreement, the Contractor shall replace that employee with another qualified employee.

X. INTEREST OF CONTRACTOR AND COUNTY. The Contractor by its entry into this Agreement gives the County its assurances that Contractor has no interests that would conflict with the performance of services required by this Agreement. The Contractor also assures that, in the performance of this Agreement, no officer, agents, employee of the County of Livingston, or member of its governing bodies, may participate in any decision relating to this Agreement which effects 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 section does not apply where specifically exempt under Michigan Law.

XI. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, and the County 's 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 on behalf of the Contractor, or any of the Contractor 's officers, employees, or agents or its subcontractors or 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, the County 's officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor.

XII. LIABILITY INSURANCE. The Contractor, or any of its subcontractors, shall not commence work under this Agreement until it has obtained the insurance required under this Section XII, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the 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:

- 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 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.
- C. Automobile Liability insurance including Michigan No-Fault Coverage, 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.
- D. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insured's**. 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.
- E. 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: Purchasing 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
- F. Proof of Insurance Coverage: The Contractor shall provide the County, at the time that the Agreement copies are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this 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 and endorsements must be submitted to the Purchasing Office when this Agreement has been fully executed. The Insurance Certificate and endorsements may be faxed or emailed to: (517) 546-7266 or eyoung@livgov.com.

XIII. 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.

XIV. EXTENSION OF AGREEMENT TO OTHERS. It is understood and agreed by the Contractor that the County may extend the terms and conditions of this Agreement to any local units of government, and MITN agencies requiring the commodities and/or services covered by this Agreement. Each entity shall provide their own

purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

XV. 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.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

XVI. AMENDMENTS. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto that is signed by the authorized representatives of both parties.

XVII. ASSIGNMENT. The Contractor shall not assign its duties and/or obligations or right to receive payments under this Agreement without the prior written consent of the County. In no case, however, shall such approval relieve the Contractor from its obligations, or alter the terms under this Agreement.

XVIII. SUBCONTRACTING. The Contractor shall not use any subcontractors without prior written notice to and the consent of the County.

XIX. AGREEMENT PERIOD AND TERMINATION. This Agreement shall commence on the 1st day of January, 2017 and unless terminated as authorized in the second paragraph of this Section XIX shall continue for three (3) years to the 31st day of December, 2019 at which time this Agreement shall terminate unless extended as authorized in this Agreement. The County shall, at its discretion, have one (1) option to extend the term of this Agreement by two (2) additional years. To exercise the options the County shall notify the Contractor in writing prior to the end of the Agreement's initial three (3) year term. The total term of this Agreement may not exceed five (5) years.

The County reserves the right to terminate this Agreement at any time, with a minimum thirty (30) days written notice to the Contractor in the event that the services of the Contractor are deemed by the County to be 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 premises, and shall leave the premises 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 the termination or expiration of this Agreement shall become the sole property of the County.

XX. CONTRACTING WITH OTHERS. It is expressly understood and agreed that either the County or the Contractor shall be free to contract with others to receive or to perform services similar to those to be provided under this Agreement.

XXI. 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.

XXII. COMPLETE AGREEMENT. This Agreement, the attached Exhibits A and B, 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.

XXIII. 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.

XXIV. SURVIVAL CLAUSE. All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including guarantees, warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

XXV. 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 provision was rendered invalid or unenforceable.

XXVI. 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 TO THIS AGREEMENT FOR INSTALLATION SERVICES FOR FLOOR COVERING & SUPPLIES HAVE SIGNED THIS AGREEMENT ON THE DATE APPEARING BELOW THEIR SIGNATURE AND THIS AGREEMENT HAS BEEN FULLY EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

SEEYLE GROUP, LTD.

BY: *Kate Lawrence*
KATE LAWRENCE - CHAIRWOMAN
COUNTY BOARD OF COMMISSIONERS
Dated: 4-11-17

BY: *Timothy Spaulding*
(Signature)
Name: Timothy Spaulding
(Print or Type)
Title: Vice President
(Print or Type)
Dated: 4-4-17

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: ROBERT D. TOWNSEND - 3/20/17

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SCOPE OF SERVICES

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 Energy, Labor & Economic Growth, and Workers' Compensation Agency** on file.

Below is the contact 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: **517.546.7266** or eyoung@livgov.com.

I. GENERAL INFORMATION

During the term of the contract, the County may require floor preparation, installation, and/or floor coverings.

- The County reserves the right to order supplies or use existing material and/or supplies that may be required during the term of the contract.
- The Contractor shall furnish all labor, materials, equipment and services to complete projects, as necessary.
- Prices quoted shall include delivery costs and all applicable charges.
- **Manufacturer's Certificate:** If a bid is submitted by other than a manufacturer, a certificate executed by the manufacturer shall be required, stating that the bidder is an authorized agent of the manufacturer.

II. MINIMUM QUALIFICATIONS

Bidders shall meet the following requirements:

1. Must have been in the business of installing carpet tile, tile and vinyl flooring primarily in the commercial work for a minimum of five (5) years.
2. Must provide three (3) references with complete name, address, email address and telephone number of the contact person(s) for each reference.
3. Must provide a list of five (5) major commercial carpet installations, completed within the last twelve (12) months along with a personnel list indicating names of installation personnel including years of experience for each installation crew member. Preference will be given for projects performed for other Michigan government agencies.
4. All employees proposed for this contract will be subject to background checks, prior to any work being performed at Law Enforcement and Court offices.
5. Must be able to meet the insurance requirements as stated within this RFP.

III. SCOPE OF SERVICES

This contract is for carpet tiles and all related services including, but not limited to, floor preparation and installation services. The County may in some instances only order carpet tiles, when County staff is available for installation; however, the contractor will be expected to manage the entire project when carpet tiles and installation is required by the Facility Services Department.

A. MEASUREMENTS

When contacted by the Facility Services Department, the Contractor shall carefully check all physical dimensions and other conditions at the site of intended installation and submit a quote stating square yards and price to the Facility Services Department within seven (7) business days.

The following is applicable to all Livingston County carpet installations:

- **Job Measurements:** Contractor shall be responsible for all job measurements, and shall be responsible for obtaining necessary information to determine the need to extend carpet under fixtures, and closets, etc.
- The removal of base board trim, if required, shall be the responsibility of the Contractor. Re-installation of base board trim shall be the responsibility of the Contractor. New installations of trim work shall be as directed.
- Removal of existing carpeting, if required, shall be the responsibility of the Contractor, unless directed otherwise by the Facility Services Director.
- To insure proper installation, warranty, and certification of manufacturer, proper adhesive must be used on vinyl flooring (i.e., Armstrong floor uses Armstrong adhesive, Mannington floor uses Mannington adhesive).
- **Work Hours:** All work performed between 7:00 a.m. – 7:00 p.m. will be considered regular work hours. Work performed after 7:00 p.m. and on weekends will be considered overtime/weekend rate. To minimally disrupt County operations, some projects will be after hours and on weekends.

B. SAMPLES

Color and patterns for each installation shall be selected by the County from Contractor provided samples.

C. MATERIAL SAFETY DATA SHEETS

During the carpet/tile selection process, carpet/tile samples and Material Safety Data Sheets (MSDS) must be provided by the awarded Contractor.

D. PURCHASE ORDERS

Purchase orders (PO) will be issued for each project by the Purchasing Agent for such quantities as to satisfy the requirements of Livingston County. Specific quantities and delivery information will be indicated on the PO. Each PO will reference this RFP document. PO's issued within the term of this contract, even if not completed within the term of this contract, shall continue to be bound by the terms and conditions herein.

E. DELIVERIES

If the Contractor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or any unforeseen circumstances, the contractor must notify the County of the delay and the anticipated delivery date. Failure to meet delivery date and to provide supplies/services as specified may result in written termination of the contract.

F. QUALITY ASSURANCE

The Contractor shall be an approved installer of the manufacturer and be experienced in carpet tile, tile and vinyl flooring installation primarily in commercial work for minimum of (5) years. The actual work shall be performed by qualified and experienced technicians working under the supervision of the Contractor.

G. CLEANING AND PROTECTION

Adequate care shall be taken to protect all adjacent work from damage or marring as a result of installation.

- The carpet shall be cleaned of all spots with a spot remover as recommended by the manufacturer.
- All loose threads shall be cut with scissors.
- The Contractor shall carefully and thoroughly vacuum clean the entire floor surface with an upright beater bar type vacuum cleaner to the County's satisfaction.
- All debris resulting from this work shall be removed from the site.
- All useable pieces of carpet not necessary to complete the work are to be left on the job site and placed in an orderly manner in an area designated by the County.
- The Contractor shall submit to the County two (2) copies of a complete manual of the manufacturer's maintenance recommendations for the type of carpet installed.

H. PROPERTY DAMAGE

Any damage done to paint, walls, woodwork, doors, etc., as a result of the carpet or tile installation, shall be the responsibility of the Contractor.

I. DELIVERY AND STORAGE

The Contractor shall be held responsible for the scheduling, receiving and jobsite placement of goods from the manufacturer. Goods shall be delivered to the jobsite in the manufacturer's bundles and shall be clearly marked as to size, dye lot, materials and location. Store materials in dry areas and carefully protect carpet from soiling and damage. Contractor must contact the Facility Services Director at (517) 546-6491 one (1) day before installation to notify the County as to the time of day they expect to arrive at the job site.

J. QUOTATIONS AND INVOICES

The successful bidder will be required to submit both written quotations and invoices for each job with a complete breakdown of costs, including square yardage of carpeting to be used. Extras must be itemized separately and prices must conform to the pricing schedule indicated on the price agreement.

K. PRODUCT

Livingston County has standardized the carpeting specifications to a National competitively solicited carpet contracts using Mannington and Milliken manufacturers. Pricing for carpet tiles and supplies will be per the terms of the extendable contracts available to Livingston County. Contractor must be an Authorized Distributor and/or manufacturer of Milliken and/or Mannington Carpet.

- Adhesive: Compatible with carpet and floor surfaces, as recommended by carpet manufacturer. Seam cementing shall be as recommended by manufacturer and;
- Adhesives shall be non-toxic, water proof, and white latex based.

L. JOB CONDITIONS

AREA OF WORK:

- Dry, with other work generally completed. Do not install carpet in any space until glazing, overhead work, painting, masonry and wet operations are completed.
- Surfaces: Thoroughly dry; if directed, perform moisture test and obtain acceptable results before starting work.
- Carefully check all physical dimensions and other conditions in the field and be responsible for proper fitting of carpet in all designated areas.

PREPARATION:

- Foreign Matter: Remove grease with solvents compatible with adhesives. Remove cement, plaster and other droppings by scraping, as necessary.
- Clean with commercial vacuum and damp mop area of application.
- Dusting: If excessively dusty or powdery, treat with sealer, applied per manufacturer's recommendations. Promptly remove any excess sealer.

REVIEW AND ACCEPTANCE:

1. Any faulty carpet work occurring in any area shall be repaired or replaced at no cost to the County.

CLEANING:

- After installation is completed, remove all dirt, adhesive, and any spots with suitable spot remover. Remove all cuttings, vacuum carpet thoroughly and leave clean and perfect.
- Any and all damage caused to paint, walls, woodwork, doors, etc., as a result of the carpet installation, shall be repaired or replaced at no cost to the owner.
- All left over pieces in excess of one (1) yard shall be left on the job and shall become the property of the County. Store leftover materials at locations indicated by the Facility Services Director.
- Contractor must provide all equipment (vacuum cleaner, etc.) used to complete thorough clean-up of job site.

COMPLETION:

- Finished installation shall be smooth without shags, ripple, bubbles, stretching, open seams, gaps at walls, or other irregularities that will detract from appearances of the carpet.

PROTECTION:

- When requested by the County, carpet shall be protected with four (4) mil clear plastic wrap or equal during remaining work until final acceptance.
- Damaged carpeting shall be replaced at the Contractor's expense.
- Upon completion of the work when directed by the Facility Services Director, the covering shall be removed, the carpet vacuum cleaned, soiling removed and the carpet left in perfect condition to the satisfaction of the owner.

M. GUARANTEE

1. Condition – Provide workmanship and materials, covering repair of: Seams, rolls, waves, bubbles, shrinkage, delamination, adhesive release or puckering and any other defects in material or workmanship.
2. Wear Guarantee – If the surface pile in any given area wears more than 10% within ten (10) years, the area will be replaced with carpet of comparable quality and color.
3. Installation Guarantee – If carpet becomes loose or wrinkled within guarantee period the Contractor shall re-stretch carpet at no additional cost to the owner.
4. Guarantees shall be furnished to the Facility Services Department upon completion and acceptance of the work within fifteen (15) days.

N. ADDITIONAL WORK

CARPET REMOVAL:

- Shall be as directed.
- Shall be performed in the best practices of the trade.
- Removal process may be by machine or by hand.
- All old adhesives shall be removed by machines or hand sanding. Chemical removal is not acceptable.
- Contractor is responsible for all containment of airborne dust and particles.

- Contractor is solely responsible for removal of all debris from the job site.

FURNITURE MOVING:

- Shall be as directed only to facilitate the installation of carpet.
- Upon request the Contractor shall jointly accompany a representative from the County, to the job site where upon the items to be moved will be identified.
- Items will be inspected jointly for damage with annotations being made as appropriate.
- Upon completion of the carpet installation, Contractor shall replace moved furniture. Damage caused by the direct result of the Contractor move will be the sole liability of the Contractor.
- The Contractor is responsible for providing all necessary equipment, materials and manpower for these moves.
- The Contractor must provide adequate manpower to facilitate the moving of furniture. The number of men assigned to any given job must be agreed upon between the Contractor and Livingston County Facility Services Department.

QUESTIONNAIRE REQUIREMENT

Vendor must complete in detail the enclosed questionnaire of pertinent information concerning the Vendor's qualifications (Appendix A). Questionnaire must be returned with proposal response. Failure to do so may be considered just cause to reject Proposal for failure to meet specifications.

HISTORY AND REFERENCES

Provide a brief history outlining the qualifications and organization of you or your company. Please provide summaries of qualifications of any key personnel that you feel will be pertinent. Provide three (3) references with complete name, address, email address and telephone of the contact person(s) (Appendix C).

EXTENSION OF AWARD

Livingston County reserves the right to extend the terms and conditions of this contract to any local units of government, and MITN agencies requiring these commodities and/or services. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order. Any exceptions to this requirement must be specifically noted in the bid/proposal response on the signature page.



12-5-2016

Livingston County Purchasing
304 East Grand River, Suite 204
Howell, Michigan 48843

History and Qualifications

Seelye Group Ltd has been in the commercial flooring business for 40+ years. We were founded by Gary Seelye shortly after his return from fighting in Vietnam. We have been a company dedicated to customer service and providing solutions to our customers. We specialize in servicing large public contracts similar to the one that we currently hold with Livingston County. We also hold service contracts with Lansing Community College and Michigan State University in addition to several large corporations like Auto Owners Insurance Company and Jackson National Insurance Company. Our main crew of installers have been with us for decades and have years of experience in the commercial industry. We have been part of many very successful projects with Chris Folts at Livingston County. We have been on the cutting edge of technology and was one of the first companies to perfect and bring the furniture lifting method to the mid-Michigan area. Tim Spaulding who has 25+ years of experience would continue to manage the contract with you and our installation team leader Matt Buck will continue to lead the installation team. We would love to continue to service your contract and look forward to many more years of good relations with your County. Please feel free to contact us with any further questions or comments.

Respectfully Submitted,

Timothy Spaulding
Vice President

Home Office
1411 Lake Lansing Road
Lansing, MI 48912

517.267.2007
Fax: 517.485.2692
www.sglyes.com



12-5-2016

Livingston County Purchasing
304 East Grand River, Suite 204
Howell, Michigan 48843

Mill Distributor

Seelye Group Ltd has been a commercial carpet dealer with Mannington Carpet and Milliken Carpet for many years. We are in good standing with them both and have been able to use them on many projects with Livingston County over the past 5 years. We can provide our mill reps contact information for you at any time if you would like to contact them for any reason.

Please feel free to contact us with any further questions or comments.

Respectfully Submitted,

Timothy Spaulding
Vice President

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PRICING PROPOSAL

Vendor Name: Seelye Group Ltd

Scope of Work

Item	Description	Price	Unit of Measure
1	Labor and any necessary materials for broadloom carpet demolition and disposal of direct glued action back carpet per square yard.	\$1.60	Per Sq. Yard
2	Labor and any necessary materials for broadloom carpet demolition and disposal of direct glued action back carpet per square yard with modular furniture lift.	\$3.70	Per Sq. Yard
3	Labor for installation of broadloom carpet with adhesive included per square yard.	\$4.25	Per Sq. Yard
4	Labor and any necessary materials for carpet tile demolition and disposal of direct glued action back carpet per square yard.	\$1.60	Per Sq. Yard
5	Labor and any necessary materials for carpet tile demolition and disposal of direct glued action back carpet per square yard with modular furniture lift.	\$3.70	Per Sq. Yard
6	Labor for carpet tile installation with adhesive per square yard.	\$4.25	Per Sq. Yard
7	Labor and any necessary materials for VCT demolition per square yard.	\$2.10	Per Sq. Yard
8	Labor for VCT installation with adhesive and Armstrong Standard Excelon VCT or equivalent included per square ft.	\$2.10	Per Sq. Foot
9	Labor for Vinyl wall base installation with Roppe 4" vinyl cove base any color or equivalent with adhesive per square ft.	\$1.60	Per Sq. Foot
10	Labor for floor prep allowance with material per man hour:	\$38.59	Per Hour
11	Does your company charge for travel time? If so, please indicate the rate type (flat rate or per hour) and amount charged.	N/C	Per Hour OR Flat Rate
12	Measurements Rate: Measurements shall be completed within 7 of days from the date of the request.	N/C	Flat Rate

Supplies: Tile

Please indicate the pricing structure offer type.	Flat Rate	Quantity Based
If Flat Rate: What is the discount rate offered?	National Account Pricing with Mannington/Milliken	
If Quantity Based: Please attach the pricing structure summary.		
Minimum Order Requirement?	YES	NO <input checked="" type="checkbox"/>
If so, what is the minimum in square feet?		
Maximum Order Requirement?	YES	NO <input checked="" type="checkbox"/>
If so, what is the maximum in square feet?		
Delivery Lead Time ARO	2-4 weeks	

Premium Labor Rates

	Holiday Rate	Overtime/ Weekend	After Hours Rate
Rate of Pay	\$55.00	\$55.00	\$55.00