



**Leelanau County Land Bank Fast Track Authority  
Request for Proposals LCAO-RFP-2022-007  
Real Estate Broker Services to Sell Real Property**

**Proposals Due  
January 6, 2023  
2:00 p.m.**

**SUBMIT PROPOSALS TO:**

**COUNTY OF LEELANAU  
TREASURER'S OFFICE  
8527 E. Government Center Dr., Suite #104  
Suttons Bay, Michigan 49682**

**PHONE (866) 256-9838**

**FAX (231) 256-7850**

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# Leelanau County Land Bank Authority Request for Proposals

The Leelanau County Land Bank Fast Track Authority (hereinafter referred to as the “LBA”) is seeking proposals from interested, experienced, and qualified real estate brokers or firms who meet the qualifications set forth herein (hereinafter referred to as “Respondents”) for the purpose of selling real property located within the County of Leelanau over a 6-month period. There is the possibility to renew the contract for 2 additional 6-month period(s) upon the mutual written agreement of the parties. The term of all contracts shall be subject to Section 1.5 herein.

## I. INTRODUCTION

### 1.1 Purpose

The LBA initiated this Request for Proposals (hereinafter referred to as “RFP”) to solicit proposals from experienced Respondents interested in providing the LBA with real estate services. The RFP will allow the LBA to competitively award a contract to provide real estate services to the LBA. Specifically, the successful Respondent will act as an agent for the LBA and, among other things, assist with the sale of a vacant lot located described as **45-008-360-134-00; LOT 134 CHERRY HOME SUBD NO 1 SEC 17 T32N R10W 0.26 A M/L** (hereinafter referred to as the “Services”). In responding to this RFP, Respondents must follow the prescribed format as outlined herein. The proposals should describe in detail the Respondent’s ability to develop and implement the Services, while identifying the LBA’s possible future financial obligations for the costs of Services, as applicable.

### 1.2 Background

The LBA was established in 2008 with an intergovernmental agreement with the Michigan Land Bank Fast Track Authority. The LBA is a separate legal entity and public body corporate which administers and executes the purposes and objectives of the intergovernmental agreement, which includes, but is not limited to, efficiently acquiring, holding, managing, and developing tax-foreclosed property, as well as other vacant, blighted, obsolete, and abandoned properties.

### 1.3 Minimum Qualifications

The Respondent will be deemed non-responsive and rejected without any further evaluation if the Respondent does not meet the following minimum qualifications:

- a) Significant experience, competence, and reputation of the persons assigned to provide the Service described in the Scope of Work;
- b) Satisfactory client references (as applicable);
- c) Pricing acceptable to the LBA; and
- d) Availability to service the needs of the LBA in a convenient and timely manner.

**1.4 Funding**

Any contract awarded as a result of this RFP is contingent upon the availability of funding, as determined by the LBA.

**1.5 Period of Performance**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of and execution of a contract. The LBA wishes to enter into a 6-month contract. The contract will include options to cancel in the event of fault or no fault. There is also the possibility to renew the contract for 2 additional 6-month period(s) upon the mutual written agreement of the parties.

**II. GENERAL INFORMATION FOR CONTRACTORS**

**2.1 Project Administrator**

The Project Administrator is the sole point of contact regarding this RFP. All communication between prospective proposers, Respondents, and the LBA upon receipt of this RFP shall be with the Project Administrator, as follows:

**John A. Gallagher, III**  
County Treasurer  
8527 E. Government Center Dr., Suite 104  
Suttons Bay, MI 49682  
Telephone: 231-256-9838  
Facsimile: 231-256-7850  
E-mail: [jgallagher@leelanau.gov](mailto:jgallagher@leelanau.gov)

In preparing proposals, prospective proposers and Respondents are to rely only upon the contents of this RFP, accompanying documents, and any written statements issued by the Project Administrator. Any other communication will be considered unofficial and non-binding on the LBA. **THE LBA IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** If a prospective proposer or Respondent find a discrepancy, error, or omission in the RFP, or require any written addendum thereto, the prospective proposer or Respondent is requested to notify the Project Administrator in writing, so that written clarification may be sent to all prospective proposers and Respondents. Communication directed to parties other than the Project Administrator may result in disqualification of the prospective proposer or Respondent.

**2.2 Estimated Schedule of Procurement Activities**

The LBA anticipates the following procurement schedule:

RFP Released.....	December 8, 2022	
Questions Due to Project Administration.....	December 15, 2022	4:00 p.m.
LBA Responses to Questions.....	December 19, 2022	
Notice of Intent.....	December 22, 2022	
Proposals Due .....	January 6, 2023	2:00 p.m.
Notice of Award .....	January 9, 2023	

### **2.3 Submission of Proposals**

Respondents are required to submit 3 copies of their proposal. One copy must have original signatures and the other copies can have photocopied signatures. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume. The proposal, whether mailed or hand-delivered, must arrive at the Leelanau County Treasurer's Office no later than 2:00 p.m., local time, on Friday, January 6, 2023.

The proposal is to be sent to the Project Administrator at the address noted in Section 2.1, above. The envelope submitted should be clearly marked "**REAL ESTATE BROKER SERVICES**" and addressed to the attention of the Project Administrator.

Respondents who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Project Administrator. Respondents assume the risk for the method of delivery chosen. The LBA assumes no responsibility for delays caused by any delivery service. ***Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail.*** All proposals and any accompanying documentation become the property of the LBA and will not be returned. The opening and reading of a proposal does not constitute the LBA's acceptance of the Respondent as a responsive and responsible Respondent.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of service and project approach and information specifically required by this RFP is discouraged. Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the RFP and specifications and terms of Section IV, and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein.

### **2.4 Proprietary Information and Public Disclosure**

Materials submitted in response to this RFP shall become the property of the LBA. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by Michigan statute (MCL 15.243(i)), the Freedom of Information Act.

### **2.5 Revisions to the RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers and Respondents known to the LBA. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP. It is incumbent upon all potential proposers and Respondents to view all posted addenda prior to the proposal close date. All such changes or addenda shall become part of the contract and all prospective proposers and Respondents shall be bound by such changes and addenda. The LBA reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event of a conflict with the RFP, addenda will govern to the extent specified. Respondents shall be required to acknowledge receipt of the formal addenda by signing the addendum and including it with their proposal.

## **2.6 Acceptance Period**

Respondents must provide 120 calendar days for acceptance by the LBA from the due date for receipt of proposals.

## **2.7 Responsiveness**

All proposals will be reviewed by the Project Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The LBA also reserves the right, at its sole discretion, to waive minor administrative irregularities.

## **2.8 Most Favorable Terms**

The LBA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Respondent can propose. The LBA does reserve the right to contact a Respondent for clarification of its proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the LBA.

## **2.9 Costs of Proposal**

The LBA will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.10 No Obligation Contract**

This RFP does not obligate the LBA to award a contract for services specified herein.

## **2.11 Rejection of Proposals and Reservation of Right to Negotiate**

The LBA reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The LBA also reserves the right to waive any informalities or irregularities in proposals, and/or negotiate separately the terms and conditions of all or any part of the proposals as deemed to be in the LBA's best interests at its sole discretion even though not the lowest cost. No proposal shall be accepted from any party who is in default on the payment of taxes or other liability due the LBA.

## **2.12 Failure to Comply**

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

## **2.13 Commitment of Funds**

The LBA or its delegate(s) are the only individuals who may legally commit the LBA to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **2.14 Signatures**

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

#### **2.15 Prime Contractor Responsibilities**

The Respondent, whose proposal is accepted by the LBA, will be required to assume responsibility for all services offered in the proposal regardless of whether or not they possess them within their organization or will be provided by a subcontractor. Furthermore, the LBA will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **2.16 Failure to Perform**

For failure to deliver or perform in accord with the accepted bid, the LBA may consider the Respondent in default and take steps to protect the LBA 's interest. The LBA may, if applicable and without impairing its other rights and benefits, purchase all or part of the contract goods or services on the open market and charge any additional costs to the contractor or his surety.

#### **2.17 Non-Collusion Clause**

By signing and submitting this bid, Respondent states that Respondent's proposal is genuine and not collusive or sham; such Respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said bid price.

#### **2.18 Withdrawal**

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

#### **2.19 No RFP Response**

Respondents who receive this RFP by invitation, but who do not submit a proposal, are requested to return a notice stating the reason(s) for not responding.

### **III. PROPOSAL CONTENT**

#### **3.1 Proposal Submission**

The LBA's official proposal documents can be obtained from the Leelanau County Treasurer's Office. Copies of proposal documents obtained from any other source are not considered official copies. Proposals must be submitted on 8<sup>1</sup>/<sub>2</sub> x 11-inch paper, separated into 9 major sections. The 9 major sections shall include:

- a) Letter of Submittal, including signed Certifications and Assurances (Exhibit A of this RFP);
- b) Project Manager and Team Qualifications, Experiences and Requirements;
- c) References;
- d) Related Information and History;
- e) Cost Proposal and Compensation;
- f) Identification of Anticipated and/or Potential Project Problems;
- g) Signed Certificate of Compliance with Public Act 517 of 2012 Form (Exhibit B of this RFP);
- h) Acceptance of Conditions; and
- i) Completed Checklist for Responsiveness (Exhibit C of this RFP).

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Respondent in preparing a thorough response. Proposals must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: RFP title, deadline, and Respondent's name; address; phone; fax, if applicable; electronic mail address; and contact name.

### **3.2 Letter of Submittal**

The Letter of Submittal, the attached Certifications and Assurances form (See Exhibit A), and all RFP amendments must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

- a) Full official legal name of Respondent's firm.
- b) Names; addresses; telephone numbers; e-mail addresses; and fax numbers, if applicable, of legal entity or individual with whom contract would be written.
- c) Name, address, and telephone number of each principal officer(s) (President, Vice President, Treasurer, Executive Director, partners, owner of sole proprietorship).
- d) Legal status of the Respondent (sole proprietorship, partnership, corporation, LLC, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- e) Federal Employer Tax Identification number or Social Security number.

- f) Location of the facility from which the Respondent would operate.
- g) Identify any County of Leelanau or LBA employees or former County of Leelanau or LBA employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the LBA that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.
- h) A representation that the Respondent is in good standing in the State of Michigan and in the state in which it is located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary to perform all of its obligations in connection with this RFP.

### **3.3 Specifications**

Through this RFP, the LBA hereby invites businesses that meet the qualifications set forth herein to submit proposals regarding the LBA's approximate Service needs and to determine the feasibility of a sale.

### **3.4 Scope of Work**

The successful Respondent will agree to contract with the LBA to provide the following:

- a) Develop strategies for sale of designated County-owned properties (such as conducting a study of comparable properties);
- b) Develop marketing materials (electronic and/or hard copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the LBA on an agreed upon frequency;
- c) Participate in site tours of County-owned property that is for sale for potential buyers;
- d) Analyze offers from potential buyers and advise the County and LBA with respect to negotiations;
- e) Represent the LBA in negotiations with a prospective buyer from the time of offer until closing;
- f) Coordinate real estate transaction closings; and
- g) Handle all other customary activities and services associated with real estate transactions.

### **3.5 Project Manager, Team Qualifications, Experiences and Requirements**

Proposals shall include a complete list of and resumes for all key personnel and management that would be performing the Services required in this RFP. All designated personnel and management must be based at an office located within 50 miles of the Leelanau County Government Center and demonstrate

a knowledge in the regional real estate market to be considered. All designated personnel and management who will be working with the LBA may be required to complete free on-line Criminal Justice Information Services (hereinafter referred to as "CJIS") training and undergo a background check per CJIS requirements at the LBA's expense, if applicable.

For each person on the list, the following information shall be included:

- a) The person's relationship with Respondent, including job title and years of employment with Respondent;
- b) The role that the person will play in connection with the RFP;
- c) Address; telephone; fax numbers, if applicable; and e-mail address;
- d) The person's educational background as well as proof of good standing in the State of Michigan to sell real estate;
- e) The person's relevant experience. The LBA is seeking Services from individuals or firms with 5 or more years of experience in real estate; and
- f) Relevant awards, certificates, or other achievements.

This Section of the proposal should include no more than 2 pages of information for each listed person.

### **3.6 References**

Proposals must list names; addresses; telephone numbers; e-mail addresses; and fax numbers, if applicable, of 3 references for whom similar work has been accomplished and briefly describe the type of service provided. ***References should be from projects that had similar scope, volume and requirements to those outlined in this RFP. Additional references shall be provided if requested by the LBA.*** The Respondent must grant permission to the LBA to contact the references. Do not include current LBA staff as references.

### **3.7 Related Information**

Proposals must include the following information:

- a) If the Respondent or any subcontractor contracted with the County of Leelanau or LBA since January 1, 2016, provide a project description and/or other information available to identify the contract.
- b) If the Respondent's staff or subcontractor's staff was an employee of the County of Leelanau or LBA during the past 24 months, or is currently a County of Leelanau or LBA employee, identify the individual by name, the department previously or currently employed by, job title or position held and separation date.

- c) If the Respondent has had a contract terminated for default in the last 5 years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Respondent, or (b) litigated and such litigation determined that the Respondent was in default.
- d) Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The LBA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past 5 years, so indicate.

### **3.8 Cost Proposal**

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP. The LBA reserves the rights set forth in Section 2.11 of this RFP.

Identify all costs including expenses to be charged for performing the Services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs, commission rates for listing and selling properties, and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Respondents must also state their proposed method of compensation for representing the LBA in negotiations for purchasing property, costs the LBA may anticipate related to the Services, and what additional services the Respondent offers. Please provide a recommended listing price for the property referenced above; the rationale used to determine said price; and the Respondent's preferred method(s) of identifying target user groups, including marketing strategies.

Costs for subcontractors are to be broken out separately.

### **3.9 Identification of Anticipated and/or Potential Project Problems**

Use this Section of the proposal to identify and describe any anticipated and/or potential project problems, the Respondent's approach to resolving these problems, and any special assistance that will be requested from the LBA..

### **3.10 Acceptance of Conditions**

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or LBA purchasing and contractual requirements may be grounds for disqualification of the proposal.

#### **IV. CONTRACTUAL TERMS AND CONDITIONS**

Any contract arising out of this RFP shall contain provisions that include, but will not be limited to, the following:

##### **4.1 Nondiscrimination Clause**

The Respondent who is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq*), as amended, and regulations promulgated there under.

Breach of this Section shall be regarded as a material breach of the agreement.

##### **4.2 Indemnification and Hold Harmless**

The Respondent who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Leelanau, the LBA, and their respective elected and appointed officers, employees, servants, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Leelanau, the LBA, and their respective elected and appointed officers, employees, servants, and agents may incur as a result of any violations of federal or State of Michigan laws, codes, rules or regulations, willful or wanton misconduct, or negligent acts or omissions of the Contractor or its employees, servants, agents, or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility 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 of Leelanau, the LBA, or their respective officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

##### **4.3 Contractor Insurance Requirements**

The Respondent who is selected as the Contractor shall, at all times during the term of this Agreement,

maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of said Board Policy shall be attached to this Agreement labeled as an Exhibit D. The attached Exhibit D will be incorporated by reference into this Agreement and shall be made a part thereof.

#### **4.4 Applicable Law and Venue**

Any agreement resulting from this RFP shall be subject to and construed according to the laws of the State of Michigan. The County, the LBA, and the Respondent who is selected as the Contractor agree that the venue for any legal or equity action under this agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

#### **4.5 Compliance with the Law**

The Respondent who is selected as the Contractor shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

#### **4.6 Assignments**

The Respondent who is selected as the Contractor shall not assign the award of the contract or any payment without the prior written approval of the LBA.

#### **4.7 Independent Contractor**

The Respondent who is selected as the Contractor shall be an independent contractor. The employees, servants, and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County or LBA and shall not be entitled to any fringe benefits received by the County or LBA's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

#### **4.8 Iran Linked Business**

The Respondent who is selected as Contractor shall certify to the County and LBA 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 2 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.**

## **V. EVALUATION AND CONTRACT AWARD**

### **5.1 Evaluation Procedure**

This document is a RFP. As a result of this RFP, the LBA expects to receive and evaluate proposals and select a qualified service provider. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications, experience, timeliness, and what is determined by the LBA to be the best solution for the County and LBA. The LBA may also consider the past performance of the Respondent on other contracts with the County, the LBA, or other entities.

The LBA may select a limited number of Respondents with whom to schedule interviews. Final approval lies with the LBA.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by the Project Administrator to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive. The LBA reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

Firm Name: \_\_\_\_\_

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by the LBA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County or the LBA whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than their official, public capacity. Neither does such a person nor any member of their immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Leelanau County and LBA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of LBA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by them prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

- 8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.
- 9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

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Signature

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Date

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Title

**EXHIBIT B**  
**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

I certify that neither \_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is 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 a Contract as a result of this solicitation, 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 2 TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**CHECKLIST FOR RESPONSIVENESS**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THIS COMPLETED FORM MAY RESULT IN DISQUALIFICATION.

\_\_\_\_\_ Proposal was submitted on or before 2:00 p.m., local time, on January 6, 2023.

\_\_\_\_\_ Required number of proposal copies were submitted.

\_\_\_\_\_ Proposal was formatted into eight major sections: Letter of Submittal, including a signed Certifications and Assurances; Project Manager and Team Qualifications, Experiences and Requirements; References; Related Information and History; Cost Proposal and Compensation; Identification of Anticipated and/or Potential Project Problems; Signed Certificate of Compliance with Public Act 517 of 2012 Form; and Acceptance of Conditions.

\_\_\_\_\_ Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

\_\_\_\_\_ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

\_\_\_\_\_ Three references from 3 previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**  
**LEELANAU COUNTY BOARD POLICY**

GENERAL SUBJECT:	Administration/General (County Administrator)	Policy No.	13
SPECIFIC SUBJECT:	Insurance Requirements Policy	Adopted:	04/17/1990
		Revised:	02/15/1994
		Revised:	05/21/2013
		Revised:	12/19/2017

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APPLIES TO: All Leelanau County Employees and Elected Officials.

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**PURPOSE:** The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company ([www.ambest.com](http://www.ambest.com)) Insurance Report rating of not less than A or A- (Excellent).

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, and is a sole proprietor, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc. If a party currently does not have any employees and is incorporated (Inc.) or a limited liability corporation (LLC), they must file a Notice of Exclusion, WC-337, with the State of Michigan and then provide a copy of the State-approved document to the County Clerk.
2. **Contractor's Tools & Equipment:** The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County

shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period "tail" coverage for a minimum of 3 years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor's insurance coverages shall be 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.
8. Cancellation Notice: 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 Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.

9. Owners' and Contractors' Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.
  
10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, A "Certificate of Liability Insurance," on Accord Form #25, with the necessary coverages included, as listed below:
  - a. Certificate of Insurance for Workers' Compensation Insurance;
  - b. Certificate of Insurance for Commercial General Liability Insurance;
  - c. Certificate of Insurance for Vehicle Liability Insurance;
  - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
  - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
  - f. If so requested, Certified Copies of all policies mentioned above will be furnished.
  
11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.