

**REQUEST FOR PROPOSALS
LCAO-RFP-2024-006
Leelanau County Government Center
ELECTRICAL INSPECTION**



**Proposals Due
October 24, 2024
3:00 p.m.**

SUBMIT PROPOSALS TO:

**COUNTY OF LEELANAU
ADMINISTRATOR'S OFFICE
8527 E. GOVERNMENT CENTER DR., SUITE #101
SUTTONS BAY, MICHIGAN 49682**

PHONE (866) 256-9711

FAX (231) 256-0120

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REQUEST FOR PROPOSALS: LCAO-RFP-2024-006
Leelanau County Government Center
ELECTRICAL INSPECTION
RFP DUE OCTOBER 24, 2024

The County of Leelanau (hereinafter referred to as the “County”) is seeking proposals from interested and qualified vendors experienced in electrical inspection (hereinafter referred to as “Respondents”) for the purpose of performing a complete electrical panel/transformer/circuit breaker inspection, relabeling and certification at the Leelanau County Government Center campus located at 8527 E. Government Center Dr., Suttons Bay, Michigan, 49682 (hereinafter referred to as the “Work Location”).

I. INTRODUCTION

1.1 Purpose

The County initiated this Request for Proposals (hereinafter referred to as “RFP”) to solicit proposals from experienced Respondents interested in performing a complete electrical panel/transformer/circuit breaker inspection, relabeling and certification at the Work Location. The RFP will allow the County to identify a qualified Respondent able to exercise appropriate skill and judgment to perform the desired work in an expeditious and economical manner consistent with the County’s interests (hereinafter referred to as the “Services”), as more fully set forth in the Scope of Work (Section 3.4). 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 provide the Services, while identifying the Leelanau County Board of Commissioners’ (hereinafter referred to as the “Board of Commissioners”) future financial obligations for such Services, as applicable.

1.2 Background

The County covers an area of approximately 341 square miles with its County seat located in the Township of Suttons Bay. The County operates under a seven-member elected Board of Commissioners, and provides services to its residents in areas including law enforcement, administration of justice, community enrichment and development, and human services. This RFP is for the electrical inspection of all buildings comprising the County Government Center campus including the jail and other secure areas. The successful Respondent would coordinate all work through a designated County employee.

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. Any deviations from these specifications, if fully explained in a letter, shall receive full consideration if they are in the best interest of the County.

- a) At least five (5) years of 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 County; and

- d) Availability to service the needs of the County in a convenient and timely manner.

1.4 Funding

Payment in full shall be made at the completion of the project to the County's satisfaction and processed through the County's normal billing process. Any contract awarded as a result of this RFP is contingent upon the availability of funding, as determined by the Board of Commissioners.

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 contract will include options to cancel in the event of fault or no fault.

II. GENERAL INFORMATION FOR CONTRACTORS

2.1 Project Administrator

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

County Administrator
8527 E. Government Center Drive
Suite 101
Suttons Bay, MI 49682
1-231-256-8100
1-231-256-0120 FAX
rlewis@leelanau.gov
lcypher@leelanau.gov
<http://leelanau.gov/administration.asp>

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 County. **THE COUNTY 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 County anticipates the following procurement schedule:

RFP Released	September 3, 2024	
Site Visit	Appointment	
Questions Due to Administration.....	September 23, 2024	5:00 p.m.
Question Responses	September 26, 2024	
Proposals Due.....	October 24, 2024	3:00 p.m.
Notice of Award.....	November 13, 2024	

2.3 Submission of Proposals

Respondents are required to submit three (3) copies of their proposal. One (1) 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 County Administration Office no later than 3:00 p.m., local time, on October 24, 2024.

The proposal is to be sent to Project Administrator at the address noted in Section 2.1, above. The envelope submitted should be clearly marked “**LEELANAU COUNTY GOVERNMENT CENTER ELECTRICAL INSPECTION**” 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 County 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.***

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the County and will not be returned. The opening and reading of a proposal does not constitute the County’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 Article 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 County. 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 County. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers. All such changes or addenda shall become part of the RFP and all prospective proposers and Respondents shall be bound by such changes and addenda.

The County reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6 Acceptance Period

Respondents must provide ninety (90) calendar days for acceptance by the County 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 County also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.8 Most Favorable Terms

The County 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 County 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 County.

2.9 Costs of Proposal

The County 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 Board of Commissioners to award a contract for services specified herein.

2.11 Rejection of Proposals and Reservation of Right to Negotiate

The County 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 County 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 County'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 County.

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 Board of Commissioners or its delegate(s) are the only individuals who may legally commit the County 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 County, 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 County 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. All prices quoted by the Respondent shall be FOB.

2.16 Failure to Perform

For failure to deliver or perform in accord with the accepted bid, the County may consider the Respondent in default and take steps to protect the County's interest. The County 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 their surety.

2.17 Non-Collusion Clause

By signing and submitting this bid, the 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

Proposals must be submitted on eight and one-half by eleven (8¹/₂ x 11) inch paper, separated into nine (9) major sections. The nine (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 D 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 employees or former County employees employed by 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

County 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 County hereby invites Respondents that meet the qualifications set forth herein to submit proposals regarding the County's Service needs consistent with the Scope of Work set forth in section 3.4 below.

3.4 Scope of Work

This RFP is being issued to address the need for a comprehensive and complete electrical panel/transformer/circuit breaker inspection, re-labeling and certification at the Work Location, including the complete courthouse building and the complete Sheriff's Office/Jail/Emergency Services 911 building. The successful Respondent will be responsible for the following:

- a) Providing a schedule from start to completion of the Services. This must be included with the Respondent's proposal and shall include the length of time required to complete the Services. The Services must be completed in a timely and professional manner and protect the structure from all weather for the duration of the project.
- b) Assuming responsibility for job safety, equipment, labor and means to perform the Services. The successful Respondent shall conform to all local, state, and federal regulations;
- c) Providing all equipment necessary to perform the Services;
- d) Inspect all connections and wirings;
- e) Tighten all lugs and fasteners on transformers and switch gear as well as circuit breaker panels, generators and transfer switches;
- f) Use FLIR equipment on all connection points;
- g) Clean all circuit breaker panels and switch gear of all debris;
- h) Install labels on all applicable panels;
- i) All work must be done with transformers, switch gears and circuit panels energized
- j) Personal Protection Equipment (PPE) must be used;
- k) Unless critical, any repairs or modifications are to be done separately;

- l) Performing a final job site clean up to the satisfaction of the County at the end of the project at the successful Respondent's own expense, include, but not limited to, completing a meticulous clean up and disposal of all waste materials.

3.5 Project Manager and 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 work required in this RFP. All designated personnel and management must be based at an office located within fifty (50) miles of the Leelanau County Government Center to be considered. All designated personnel and management who will be working with the County will 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 County's expense.

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;
- e) The person's relevant experience; and
- f) Relevant awards, certificates or other achievements.

This section of the proposal should include no more than two (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 three (3) references located within a fifty (50) mile radius of the County 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 County.*** The Respondent must grant permission to the County to contact the references. Do not include current County staff as references.

3.7 Related Information

Proposals must include the following information:

- a) If the Respondent or any subcontractor contracted with the County 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 during the past twenty-four (24) months, or is currently a County 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 five (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 County 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 five (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 County 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 and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Please note that the County is exempt from all taxes.

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 County.

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 County 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 and its 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 and its 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, its 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. The attached Exhibit will be incorporated by reference into this Agreement and shall be made a part thereof. (See Exhibit F).

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 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 County.

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 and shall not be entitled to any fringe benefits received by the County'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 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.

V. EVALUATION AND CONTRACT AWARD

5.1 Evaluation Procedure

This document is a RFP. As a result of this RFP, the County 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 Board of Commissioners to be the best solution for the County. The County may

also consider the past performance of the Respondent on other contracts with the County or other entities.

The County may select a limited number of Respondents with whom to schedule interviews. Recommendation for a selection will be made to the Board of Commissioners and final approval lies with the Board of Commissioners.

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 County 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.

TO: Leelanau County Administration
8527 E. Government Center Dr.
Suite #101
Suttons Bay, MI 49682

FROM: Vendor: _____
Address: _____
County, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail address: _____
FEIN #: _____
Project 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 one hundred twenty (120) calendar days following receipt, and it may be accepted by the Leelanau County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) calendar day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Leelanau County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor

any member of his or her 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 will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Leelanau County, 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 him/her 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.

Signature

Date

Printed Name/Title

EXHIBIT B

BUSINESS ORGANIZATION

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

- Sole Proprietor:** An individual whose signature is affixed to this proposal.
- Partnership:** Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.
- Corporation:** State of incorporation: _____
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Michigan.
- LLC:** Organized under the State of _____. Provide a disclosure of all officers and principals by name and business address, date of establishment and indicate if the LLC is authorized to do business in Michigan.

In submitting this proposal, it is understood that the County reserve the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Business Name *(Corporate Seal)*

Authorized Signature _____
Print or type name

Title _____
Date

EXHIBIT C

CHECKLIST FOR RESPONSIVENESS

___ Proposal was submitted on or before 3:00 p.m., local time, on April 24, 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 (3) references from three (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

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.

(Please type or print clearly in ink only)

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 TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

EXHIBIT E

TAX CERTIFICATION

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

I, _____, having been first duly sworn depose and state as follows:

I, _____, am the duly authorized agent for
_____, which has submitted a proposal to the County for
_____ and I hereby certify that
(Name of Project)

_____ is not delinquent in the payment of any tax administered by the Michigan Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Title: _____

Subscribed and Sworn to
before me this _____
day of _____, 20__.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

EXHIBIT F

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

APPLIES TO: All Leelanau County Employees and Elected Officials.

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 ensuring 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) 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 three (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.