

**KALKASKA COUNTY  
REQUEST FOR PROPOSALS**

**FOR**

**REPAIR AND/OR REPLACEMENT OF  
JAIL DOORS AND SPEAKERS AND  
REPLACEMENT OF INTERNAL  
CONTROL SYSTEM**

ISSUE DATE: APRIL 21<sup>ST</sup>, 2023

RFP RESPONSE DATE: JUNE 12<sup>TH</sup> 2023  
BY NOON

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# KALKASKA COUNTY REQUEST FOR PROPOSALS

The County of Kalkaska (hereinafter referred to as the "County") is seeking proposals from interested, experienced, and qualified individuals and firms (hereinafter referred to as "Respondents") for the purpose of repairing and/or replacing jail doors to accommodate physical structure and future electronic locking system; repair and/or replace speaker system; and replace electronic control and monitoring system.

## 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 the work of repairing and/or replacing jail doors to accommodate physical structure and future electronic locking system; repair and/or replace speaker system; and replace electronic control and monitoring system. The RFP will allow the County to identify a qualified Respondent able to perform this work. Specifically, the successful Respondent will perform the work set forth in Section 3.4 of this RFP. 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 perform the work, while identifying the Board of Commissioners' future financial obligations for the costs of installation, maintenance, and improvements as applicable.

### 1.2 Background

The County covers an area of approximately 561 square miles with its County seat located in the Village of Kalkaska. There are over 80 inland lakes and 275 miles of streams and rivers, with numerous state and County parks. 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.

The County operates the Kalkaska County Jail and is in need of repair and/or replacement of certain doors and speaker system as well as the replacement of the internal control and monitoring system.

### 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 work 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

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 County wishes to have the work under the resulting contract completed as soon as possible. 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 Project 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:

Deborah Hill, County Clerk  
Kalkaska County Clerk’s Office  
605 N. Birch St, Kalkaska, MI 49646  
231-258-3349  
dhill@kalkaskacourt.org

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 Available..... April 21, 2023  
Site Visit ..... May 5, 2023  
Questions Due to Administrator ..... May 12, 2023  
Questions Responses ..... May 19, 2023  
Proposals Due ..... June 12, 2023, by 12:00 noon  
Proposal Review/Opening Bids..... June 14, 2023, at 4:00 p.m.  
Notice of Award ..... June 21, 2023, at 6:00 p.m.  
Commence Work Date ..... TBD

**2.3 Submission of Proposals**

Respondents are required to submit ten (10) 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 Clerk’s Office no later than 12:00 noon, local time, on June 12, 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 “**KALKASKA COUNTY JAIL DOOR, SPEAKER AND INTERNAL CONTROL MONITORING SYSTEM RFP**” 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 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 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 contract 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 one hundred twenty (120) calendar days for acceptance by 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.

### **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 his 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 (8<sup>1</sup>/<sub>2</sub> x 11) inch paper, typed in Times New Roman twelve (12) point font, and 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 and Experiences;
- 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 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 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 businesses that meet the qualifications set forth herein to submit proposals regarding the County's needed repair/replacement of jail doors and speakers and the replacement of the internal control system.

### **3.4 Scope of Work**

The successful Respondent will be required to review present facilities at the County and prioritize based on considerations of the County that include, but are not limited to, the following:

- a) Repair or replace jail doors to accommodate physical structure and electronic locking system as follows:

**Back half of jail**

- 14 rolling cell doors that are small keyed/electronic/pull lever release
- brass keyed exterior doors alarmed
- brass keyed block doors
- 1 brass keyed, magnet released, alarmed door to minimum security wing.
- non-keyed, alarmed minimum security doors.
- 1 small keyed door between E&D blocks
- 4 non keyed/time mag locked/alarmed doors.(Mag locks are not operable)
- 1 brass keyed door between 100 block hall and mp room w/magnetic holder

**100 block**

- small keyed doors, controlled by computer to visitation
- 1 door computer controlled sally port with small key alternative
- 7 brass keyed doors to cells
- 1 small keyed door to shower
- 1 small keyed door to property room

**Court/Court hall/Control**

- 5 computer controlled, small keyed doors no alarms (123,132,133,83,76)
- Lobby door, alarmed, small key.

- b) Repair and/or replace speaker system as follows:

**Secure area**

- 31 speakers in secure areas of facility. All with noise activation, 6 with call button.

**Non-secure area**

- 7 call speakers in non secure area

- c) Replace electronic control and monitoring system as follows:

- Replace the current electronic door and monitoring system to include 3 new workstations to control doors.
- Replace panic and intercom systems in each cell and current location where they currently exist.
- Install new wiring to control each door and intercom system.

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

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.

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, 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 of three (3) references for whom similar work for a municipality 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.

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 Kalkaska 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 Kalkaska 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 in 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, and any and all of his/her/its subcontractors, shall not commence work under the contract until he/she has obtained the insurance required under this section and any subsequent contract. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance companies acceptable to the County of Kalkaska and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the term of the contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the term of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for 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, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the term of this contract, Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverage's, with limits of liability of 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) Professional Liability/Errors and Omissions Insurance: The Contractor shall procure and maintain during the term of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is Claims Made Form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of the contract.
- e) Deductibles: The Contractor shall be responsible for payment of all deductibles required by its insurance coverages.
- f) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The County of Kalkaska, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof.

The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, regardless of whether other available coverage is primary, contributing or excess."

- g) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Deborah Hill, Kalkaska County Administrator/Controller, 605 N. Birch St., Kalkaska, MI 49646."
- h) Proof of Insurance: The Contractor shall provide the County of Kalkaska, at the time the contracts are returned by him/her for execution, with two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the Contractor's policy.

If any of the above coverage's expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Kalkaska at least ten (10) days prior to the expiration date.

#### **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**

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 one hundred twenty (120) days following receipt, and it may be accepted by the Kalkaska County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Kalkaska 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 Kalkaska County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Kalkaska 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

\_\_\_\_\_  
Title

**EXHIBIT B**

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

(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 C  
CHECKLIST FOR RESPONSIVENESS**

\_\_\_ Proposal was submitted on or before 12:00 noon, local time, on \_\_\_\_\_.

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

\_\_\_ Proposal was properly formatted into the required sections.

\_\_\_ 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: \_\_\_\_\_