

ISABELLA COUNTY REQUEST FOR BIDS



Isabella County Material Recovery Facility Asphalt Repair and Replacement

ISSUED BY ISABELLA COUNTY BOARD OF COMMISSIONERS

ISSUE DATE: Wednesday, August 24, 2022

DUE DATE OF PROPOSALS: Friday, September 30, 2022 at 2:00 p.m.



ISABELLA COUNTY REQUEST FOR BIDS

Isabella County issues this Request for Bids (the “RFB”) to solicit bids from qualified professional firms for the provision of Asphalt Repair and Replacement. The County intends to enter into an agreement with the chosen firm for Asphalt Repair and Replacement. The County desires asphalt repair and replacement of asphalt within the Recycling Facility, to include areas around storm drains and weigh scale approach, with a smooth, durable surface.

To be considered, three (3) copies of a bid must be received by the Administrator/Controller’s Office at the Isabella County Building, Room 205, 200 N. Main Street, Mt. Pleasant, MI 48858 by 2:00 p.m. on September 30, 2022. In addition, a PDF copy is to be emailed to Administrator/Controller, Nicole F. Frost at nfrost@isabellacounty.org. Isabella County reserves the right to reject any or all bids submitted. Bids submitted will be evaluated by County personnel as determined by the County Administrator/Controller, with final approval by the Board of Commissioners.

I. INTRODUCTION

1.1 Purpose

Isabella County is soliciting bids for Asphalt Repair and Replacement. Ideally, the Asphalt Repair and Replacement will provide for a smooth, durable, long-lasting surface that will not pond water, will resist thermal cracking and will allow for smooth working surfaces for trucks and equipment.

The County’s selection process will rely on evaluations of the written responses to this RFB and any subsequent supplemental evaluation processes, such as requests for additional information, as may be undertaken by the County at its sole discretion.

The County reserves the right to accept or reject any or all bids, and also the right to waive any formal defects in bids when deemed in the best interest of the County. Further, the County reserves the right to accept a bid higher in price than the lowest bid, and to negotiate with any respondent concerning matters which the County determines require clarification or changes not in conformity with the specific requirements set forth herein.

1.2 Background

The primary goal of the County is to provide a smooth durable, long lasting surface that will not pond water, will resist thermal cracking and will allow smooth working surfaces for trucks and equipment. To accomplish this, 2 inches minimum of existing asphalt will need to be milled and swept off before a new surface is applied.

To build upon the primary goal, all areas that have asphalt with rough or uneven surfaces will need to have 2 inches minimum of asphalt milled, removed, and swept off before a new surface is applied.

The Material Recovery Facility asphalt is over 25 years old and has held up well, considering the truck traffic coming into the facility. All new surfaces will need to handle heavy truck traffic, provide a smooth working surface, resist thermal cracking and show no ponding of water.

1.3 Objective

Scope of Services

Bids for Asphalt Repair and Replacement should address the following objectives, which are not necessarily all-inclusive:

1. Remove 2 inches minimum of existing asphalt and add 2 inches minimum back to existing asphalt making a smooth working surface for trucks and equipment.
2. Sweep clean and add 2 inches back to existing asphalt making a smooth working surface for heavy truck and equipment traffic that will resist thermal cracking and will not pond water.
3. The Asphalt Repair and Replacement must be fully compliant with the Americans with Disabilities Act (ADA) and specifically as it relates to governmental services.
4. The bid shall include the procedure to be used for testing and validation of the Asphalt Repair and Replacement prior to its final endorsement.
5. The bid shall include a description of any training materials that will be provided to the County for use by end users of the Asphalt Repair and Replacement.

Scheduling

The absolute deadline for completion of the Asphalt Repair and Replacement is July 30, 2023. The County has a desire to target the final delivery of Asphalt Repair and Replacement for April 28, 2022.

Therefore, the successful firm will be required to demonstrate through its bid documents and finalizing discussion, that it has a timeline for a plan of action that will assuredly allocate the necessary resources of the firm to respond with a smooth working asphalt surface that will not pond water, resist thermal cracking and allow for heavy truck and equipment traffic to the County by that date.

Exit Conference

The successful firm may be required to hold an exit conference with appropriate County officials and may be required to make a presentation to the Isabella County Board of Commissioners.

Additional Consultation

From time to time County staff may find it necessary to consult with the successful firm on future issues related to the final Asphalt Repair and Replacement. The bid will include an outline of how this occasional consultation will be handled in regard to charges.

Contract Amount

It is agreed between the County and the successful firm that in consideration for the firm's full and complete performance hereunder, the County shall pay to the successful firm the fees as detailed in the successful bid, as proposed by the firm and as accepted by the County. The final amount shall be based upon actual goods received or services performed as approved by the County Administrator/Controller.

Term

This Agreement for goods/services shall run for the length of the project(s) undertaken by the successful firm unless otherwise terminated by the firm and/or the County upon 30 days' written notice to the other party, provided, however, that the benefits to either party hereto afforded by the terms and conditions of said Agreement shall inure to each party in perpetuity, including surviving any termination of said Agreement by either party.

Performance Requirements

The successful firm will provide all goods and perform all services under this Agreement in a timely and professional manner, using the customary level of care suitable for the goods provided or services performed and in compliance with all applicable laws, rules, and regulations. All goods provided and services performed under this Agreement are subject to the County's continuing rights of review, inspection, and approval.

1.4 Minimum Qualifications

Bids will be considered from firms who:

1. Are licensed to do business in the State of Michigan.
2. Possess the necessary qualifications and competencies to provide the goods or perform the work proposed.

Firms that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

1.5 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding, as determined by the Isabella County Board of Commissioners.

1.6 Period of Performance

The period of performance of any contract resulting from this RFB is tentatively scheduled to begin upon award of a contract. Submitted bids should address a tentative time frame, including estimated product delivery or project duration and timeline.

II. GENERAL INFORMATION FOR CONTRACTORS

2.1 Project Administrator

The Isabella County Material Recovery Facility Director is the sole point of contact for this procurement. All communication between prospective bidders and the County upon receipt of this RFB shall be with the Jake Borton, as follows:

4208 East River Rd.
Isabella County
Mount Pleasant, MI 48858

Telephone: (989) 773-9631

Facsimile: (989) 773-0835
E-mail: jborton@isabellacounty.org

Any other communication will be considered unofficial and non-binding on the County. Communication directed to parties other than the ICMRF Director may result in disqualification of the prospective bidder.

2.2 Estimated Schedule of Procurement Activities

Issue Request for Bids	Wednesday, August 24, 2022
Mandatory site visit and pre-bid meeting at 10:00 a.m. at the Isabella County Recycling Center, 4208 East River Rd, Mt. Pleasant, MI 48858	Wednesday, September 14, 2022
Bids Due	By 2:00 p.m., Friday, September 30, 2022

A mandatory site visit and pre-bid meeting will be held on Wednesday, September 14, 2022 at 10:00 a.m. at the Isabella County Recycling Facility, 4208 East River Rd. Mt. Pleasant, MI 48858. This meeting will be the only opportunity for prospective bidders to ask questions regarding bids.

Response to this Request for Bid is due at the County Administrator/Controller's Office, Isabella County Building, 200 North Main Street, Suite 205, Mt. Pleasant, MI 48858 no later than 2:00 p.m., Friday, September 30, 2022.

2.3 Submission of Bids

Responding agencies are required to submit three (3) copies of their bid. Each copy of the bid should be bound or contained in a single volume. All documentation submitted with the bid should be contained in that single volume. The bid, whether mailed or hand delivered, must arrive at the County Administrator/Controller's Office no later than 2:00 p.m., local time, on Friday, September 30, 2022. In addition, a PDF copy is to be emailed by the above stated deadline to the Administrator/Controller, Nicole F. Frost at nfrost@isabellacounty.org.

The three (3) hard copy bids are to be sent to the County Administrator/Controller's Office at the address noted in Section 2.2, above. The envelope submitted should be clearly marked ISABELLA COUNTY Asphalt Repair and Replacement BID and addressed to the attention of the County Administrator/Controller.

Bidders who mail bids should allow normal mail delivery time to ensure timely receipt of their bids at the County Administrator/Controller's Office. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. ***Bids may not be transmitted using electronic media such as facsimile transmission or electronic mail only.***

Late bids will not be accepted and will be automatically disqualified from further consideration. All bids and any accompanying documentation become the property of Isabella County and will not be returned.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of goods to be provided and/or services to be performed is discouraged.

2.4 Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of Isabella County. All bids received shall remain confidential until the deadline for submission of bids has expired, as defined by Michigan statute (MCL 15.243(1)(i)), the Freedom of Information Act.

2.5 Revisions to the RFB

In the event it becomes necessary to revise any part of this RFB, addenda will be reduced to writing and submitted to all prospective bidders known to the County. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFB and will be provided to prospective bidders.

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

2.6 Acceptance Period

Bids must provide one hundred twenty (120) days for acceptance by the County from the due date for receipt of bids.

2.7 Responsiveness

All bids will be reviewed by the Administrator/Controller's Office to determine compliance with administrative requirements and instructions specified in this RFB. Failure to comply with any part of the RFB may result in rejection of the bid 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 bid submitted. Therefore, the bid 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 bid.

The Respondent should be prepared to accept this RFB for incorporation into a contract resulting from this RFB. Contract negotiations may incorporate some of, or the entire, Respondent Bid. It is understood that the bid will become a part of the official procurement file on this matter without obligation to the County.

2.9 Costs of Bid

The County will not be liable for any costs incurred by the Respondent in preparation of a bid submitted in response to this RFB, in conducting of a presentation, or any other activities related to responding to this RFB.

2.10 No Obligation Contract

This RFB does not obligate the Isabella County Board of Commissioners to award a contract for goods or services specified herein.

2.11 Rejection of Bids

The County reserves the right at its sole discretion to reject any and all bids received without penalty and to not issue a contract as a result of this RFB.

2.12 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFB may result in rejection of the bid 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 expenditures of funds for a contract resulting from this RFB. 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 Iran Linked Business

The Respondent must 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 the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (MCL 129.311 et seq.). The Respondent shall not become an “Iran linked business” during the term of 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 OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

2.16 Fair Employment Practices

In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including but not limited to Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to the Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that he will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions or privileges of employment or hire because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual’s ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination

against itself or its subcontractors.

III. BID CONTENT

Bids must be submitted on eight and one-half by eleven (8½ x 11) inch paper, typed in Times New Roman twelve (12) point font, and separated into seven (7) major sections. The seven (7) major sections shall include:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A of this RFB)
2. Checklist for Responsiveness (Exhibit B of this RFB)
3. Asphalt Repair and Replacement Bid, including Detailed Cost Proposal
4. Certificate of Compliance with Public Act 517 of 2012 (Exhibit C of this RFB)
5. Request for Taxpayer Identification Number and Certification (IRS Form W-9)
6. References (at least three (3) of similar size and complexity)
7. Payment Bond, if required

Bids 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 bid, but should assist the Respondent in preparing a thorough response.

3.1 Letter of Submittal

The Letter of Submittal, the attached Certifications and Assurances form (See Exhibit A), and all RFB 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 or their designee. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

1. Names, addresses, telephone numbers, e-mail addresses, and fax numbers of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer(s) (President, Vice President, and Treasurer, etc.).
3. Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number.
5. Location of the firm/office from which the Respondent would operate.
6. Identify any Isabella County employees or former County employees employed or on the firm's governing board as of the date of the bid submittal. 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.
7. An expression of the firm's capabilities and experience for providing the goods and/or services solicited including a brief statement of the proposer's understanding of the work to be done and no less than three (3) municipal references that demonstrate the firm's pertinent competencies.
8. A work plan to include time estimates for product or service delivery.

3.2 Specifications

Firms submitting proposals shall:

1. Be authorized to do business in the State of Michigan.

2. Have a favorable business reputation.
3. Have a sound financial condition.
4. Possess and demonstrate the ability and capacity to fully provide the goods or execute the services herein solicited.

The firm selected will be an independent contractor and not an agent of the County. The contractor will be the sole employer of all persons used in the provision of goods and/or services solicited and will accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the contract, as well as for any claims made by or on behalf of the contractor's agents, servants, and employees arising out of their employment or work pertaining to the operation of the contract.

The County reserves the right to reject any or all bids or to waive any irregularities in bids.

3.3 References

List names, addresses, telephone numbers, e-mail addresses, fax numbers, and website addresses of at least three references for whom similar work for a municipality has been accomplished and briefly describe the type of goods or services provided. The Respondent must grant permission to the County to contact the references. Do not include current Isabella County staff as references.

3.4 Related Information

1. If the Respondent or any subcontractor contracted with Isabella County during the past twenty-four (24) months, provide a project description and/or other information available to identify the contract.
2. If the Respondent's staff or subcontractor's staff was an employee of Isabella County during the past twenty-four (24) months, or is currently an Isabella County employee, identify the individual by name, the department previously or currently employed by, job title or position held and separation date.
3. 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 Bidder, or (b) litigated and such litigation determined that the Bidder was in default.
4. 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 bid on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five years, so indicate.

3.5 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 bid best meets the requirements of this RFB.

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.

3.6 Bonding Requirements

According to Michigan Public Act 213 of 1963, any contract exceeding \$50,000 for the construction, alteration, or repair of any public building or public work or improvement, a contractor shall furnish Performance and Payment Bonds to the contracting entity. In addition to these requirements, Isabella County also requires submittal of a Bid Bond when construction or other project bids exceed \$50,000.

Bid Bond – Each bid must be accompanied by a bid guarantee in an amount equal to five percent (5%) of the total bid amount. Guarantee shall be in the form of a bid bond executed by an approved surety company, made payable to the County of Isabella. Bid guarantee shall run for a period of not less than ninety (90) days and shall be maintained during the period of time under contract for this procurement. If the successful proposer fails to furnish satisfactory Payment Bonds and insurance certificates within ten (10) business days after receipt of notice of award, such guarantee shall be forfeited to the County as liquidated damages.

Labor and Material Bond/Payment Bond – If not part of the Performance Bond, the successful bidder shall procure and maintain during the period of time under contract for this procurement, a Labor and Material Bond/Payment Bond, to secure payment by the contractor of all sums due subcontractors, suppliers, laborers, workers and material providers. The bond shall be in an amount equal to 100% of the contract amount. The successful bidder shall furnish a satisfactory Labor and Material Bond/Payment Bond to Isabella County within ten (10) business days after receipt of notice of award.

IV. EVALUATION AND CONTRACT AWARD

4.1 Evaluation Procedure

This document is a Request for Bid, however the lowest bid will not guarantee an award. Bids will also be evaluated based on qualifications, experience, timeliness, competence, demonstrated responsiveness to client needs and what is determined by the Isabella County Board of Commissioners to be the best solution for the County.

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

Responsive bids will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All bids received by the stated deadline will be reviewed by the Administrator/Controller's Office to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any bid that does not contain all of the required information will be rejected as non-responsive.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID
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 bid 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 bid.
2. The attached bid is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by Isabella 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 bid, I/we have not been assisted by any current or former employee of Isabella County whose duties relate (or did relate) to this bid 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 this bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Isabella County will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of Isabella 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 bidder and will not knowingly be disclosed by him/her prior to opening, in the case of a bid directly or indirectly to any other bidder or to any competitor.
6. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
7. I/we agree that submission of the attached bid constitutes acceptance of the solicitation contents.
8. I/we acknowledge communication of any kind regarding my/our bid directed to parties other than the County Administrator/Controller 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 bid or prospective contract.
10. I/we acknowledge that I/we shall not commence work until I/we have obtained the insurance required in items 11-18. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and is placed with insurance companies acceptable to Isabella County.
11. I/we certify that I/we shall procure and maintain Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan during the duration of this prospective contract.

12. I/we certify that I/we shall procure and maintain Professional Liability Insurance (errors and omissions) with limits of liability of not less than \$1,000,000 per claim and aggregate during the duration of, and a minimum of three (3) years beyond the completion of, this proposed contract.
13. I/we certify that I/we shall procure and maintain Comprehensive 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, covering Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.
14. I/we certify that I/we shall procure and maintain Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.
15. I/we certify that the General Liability Insurance and the Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Isabella County, 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 during the duration of this prospective contract. It is understood and agreed by naming Isabella County as additional insured, coverage afforded is considered to be primary and any other insurance Isabella County may have in effect shall be considered secondary and/or excess.
16. I/we certify that all policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, ten (10) days for non-payment of premium, shall be sent to: Isabella County Administrator/Controller's Office, 200 N. Main Street, Suite 205, Mt. Pleasant, MI 48858.
17. I/we certify that if any of the above coverages expire during the term of the contract, I/we shall deliver renewal certificates and/or policies to Isabella County at least ten (10) days prior to the expiration date.
18. I/we certify that I/we shall provide Isabella County at the time of execution of the contracts, a copy of Certificates of Insurance as well as required endorsements for all coverage listed above.

Signature

Date

Title

EXHIBIT B
CHECKLIST FOR RESPONSIVENESS

_____ Bid was submitted on or before _____.

_____ Pdf of bid was submitted to nfrost@isabellacounty.org.

_____ Required number of bid copies were submitted.

_____ Bid was formatted into seven major sections: Letter of Submittal, including signed Certifications and Assurances; Checklist for Responsiveness; Detailed Bid; Certificate of Compliance with Public Act 517 of 2012; Request for Taxpayer Identification Number and Certification; References; and Payment Bond, if required.

_____ Respondent meets the following qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certifications and Assurances set forth in Exhibit A.
3. Submit bid as specified in this RFB.

_____ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Bidder 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.

_____ At least three (3) references from three (3) clients have been provided.

**** PLEASE NOTE:** Respondent is required to complete this checklist and include it with their proposal. "Yes" answers must be given to each element above for the proposal to be considered responsive.

EXHIBIT C
CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, 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. In the event it is awarded a Contract as a result of this Request for Proposals, 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: _____

Subscribed to and sworn before me,
a Notary Public, on this ____ day of _____, 20__.

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. Municipality</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
OR									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.