

# **ISABELLA COUNTY REQUEST FOR PROPOSALS**



## **Isabella County COA Pavilion and Recreation Project**

**ISSUED BY ISABELLA COUNTY BOARD OF COMMISSIONERS**

**ISSUE DATE: Wednesday, March, 8, 2023  
DUE DATE OF PROPOSALS: Friday, April 21, 2023 at 12:00 p.m.**



## ISABELLA COUNTY REQUEST FOR PROPOSALS

Isabella County issues this Request for Proposals (the “RFP”) to solicit proposals from qualified professional firms for the provision of the Isabella County Commission on Aging (COA) Pavilion and Recreation Project. The County intends to enter into an agreement with the chosen firm for the design and construction of the COA Pavilion and Recreation Project. The County desires the creation of an outdoor recreation area at the COA, including a pavilion, pickleball court, and shuffle board court.

To be considered, five (5) copies of a proposal 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 12:00 p.m. on Friday, April 21, 2023. In addition, a PDF copy is to be emailed to Administrator/Controller, Nicole F. Frost at [nfrost@isabellacounty.org](mailto:nfrost@isabellacounty.org). Isabella County reserves the right to reject any or all proposals submitted. Proposals 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 proposals for the Isabella County Commission on Aging (COA) Pavilion and Recreation Project. Ideally, the COA Pavilion and Recreation Project will include the design and construction of an outdoor recreation area, including a pavilion, pickleball court, and shuffleboard court.

The County’s selection process will rely on evaluations of the written responses to this RFP and any subsequent supplemental evaluations 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 proposals, and also the right to waive any formal defects in proposals when deemed in the best interest of the County. Further, the County reserves the right to accept a proposal higher in price than the lowest proposal, 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 have a recreation area designed and constructed at the COA to be used by the COA and older adults within our community. To accomplish this, an outdoor recreation area will be designed and constructed at the COA, consisting of a pavilion, pickleball court, and shuffleboard court.

To build upon the primary goal, the design of the pavilion and courts should match the existing COA facility design and color scheme.

### **1.3 Objective**

#### **Scope of Services**

Proposals for the Isabella County COA Pavilion and Recreation Project should address the following objectives, which are not necessarily all-inclusive:

1. Construct a 64' x 30' seasonal pavilion that matches the color scheme and design of the existing COA building (reference print for specific dimensions).
  - a. Include two (2) unisex restrooms.
  - b. Include a water bottle fill station, located outside of one of the restrooms.
  - c. Include a storage/mechanical room, behind the restrooms.
  - d. Include an open design with a finished, vaulted ceiling.
  - e. Include brick pillars with decorative archways in-between the pillars.
  - f. Include ball valves on water lines to isolate each bathroom.
  - g. Include connections in the water lines for winterization.
  - h. Include interior lighting in the gathering area.
  - i. Include 360-degree exterior lighting to illuminate the building and recreation area.
  - j. Include photo eye lighting with LED bulbs.
  - k. Include a main power disconnect located in the storage/mechanical room.
  - l. Include a large, full-color COA logo on the east wall of the building.
2. Construct an official Pickleball Court near the pavilion, including walkways (see print for layout)
3. Construct an official Shuffleboard Court near the pavilion, including walkways (see print for layout)
4. The construction must comply with the attached, approved site plan.
5. The Isabella County COA Pavilion and Recreation Project must be fully compliant with the Americans with Disabilities Act (ADA) and specifically as it relates to governmental services.
6. The proposal shall include the procedure to be used for testing and validation of the Isabella County COA Pavilion and Recreation Project prior to its final endorsement.
7. The proposal shall include a description of any training materials that will be provided to the County for use by end users of the Isabella County COA Pavilion and Recreation Project.

#### **Scheduling**

The absolute deadline for completion of the Isabella County COA Pavilion and Recreation Project is August 31, 2023. The County has a desire to target the final delivery of the Isabella County COA Pavilion and Recreation Project for June 30, 2023.

Therefore, the proposing and successful firm will be required to demonstrate through its proposal 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 the design and construction of the Isabella County COA Pavilion and Recreation Project to the County by that date.

### **Report Requirements**

The successful firm will be responsible for providing County Administration with reports, whether written or otherwise, of the Isabella County COA Pavilion and Recreation Project progress at completion intervals of at least thirty (30), sixty (60) and ninety (90) percent.

### **Exit Conference**

The successful firm shall hold an exit conference with appropriate County officials and may be required to make a presentation of the final completion of the Isabella County COA Pavilion and Recreation Project and associated functionality 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 completion of the Isabella County COA Pavilion and Recreation Project. The proposal 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 proposal for the services, as proposed by the firm and as accepted by the County. The final amount of fees shall be based upon actual services performed as approved by the County Administrator/Controller.

### **Term**

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

## **1.4 Minimum Qualifications**

Proposals 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 perform the work proposed.
3. Employ key staff that will be assigned to the County who have completed at least three (3) Pavilion and Recreation Project projects of similar scope within the public sector and be able to provide references from at least three (3) municipal clients for which the services were rendered.

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 RFP is tentatively scheduled to begin upon award of a contract. Submitted proposals should address a tentative time frame, including estimated project duration and timeline.

## **II. GENERAL INFORMATION FOR CONTRACTORS**

### **2.1 Project Administrator**

The Isabella County Commission on Aging Director is the sole point of contact for this procurement. All communication between prospective proposers and the County upon receipt of this RFP shall be with the Isabella County Commission on Aging Director, as follows:

Jennifer Crawford  
Isabella County Commission on Aging  
2200 S. Lincoln Rd.  
Mount Pleasant, MI 48858  
Telephone: (989) 772-0748  
Facsimile: (989) 773-0514  
E-mail: [jcrawford@isabellacounty.org](mailto:jcrawford@isabellacounty.org)

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

**2.2 Estimated Schedule of Procurement Activities**

Issue Request for Proposals	Wednesday, March 8, 2023
Mandatory site visit and pre-proposal meeting at 10:00 a.m. at the Isabella County Commission on Aging, 2200 S. Lincoln Rd., Mt. Pleasant, MI 48858 in Room B.	Friday, March 24, 2023
Proposals Due	By 12:00 p.m., Friday, April 21, 2023

*A mandatory site visit and pre-proposal meeting will be held on Friday, March 24, 2023 at 10:00 a.m. in Room B at the Isabella County Commission on Aging, 2200 S. Lincoln Rd., MT. Pleasant, MI 48858. This meeting will be the only opportunity for prospective proposers to ask questions regarding proposals.*

Response to this Request for Proposal 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 12:00 p.m., Friday, April 21, 2023.

**2.3 Submission of Proposals**

Responding agencies are required to submit five (5) copies of their proposal. 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 Administrator/Controller’s Office no later than 12:00 p.m., local time, on Friday, April 21, 2023. In addition, a PDF copy is to be emailed by the above stated deadline to the Administrator/Controller, Nicole F. Frost at [nfrost@isbellacounty.org](mailto:nfrost@isbellacounty.org).

The five (5) hard copy proposals are to be send 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 COMMISSION ON AGING PAVILION AND RECREATION PROJECT PROPOSAL and addressed to the attention of the County Administrator/Controller.

Proposers who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals 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. ***Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail only.***

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals 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 service and project approach 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 proposals received shall remain confidential until the deadline for submission of proposals has expired, as defined by Michigan statute (MCL 15.243(1)(i), the Freedom of Information Act.

## **2.5 Revisions to 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 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.

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

## **2.6 Acceptance Period**

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

## **2.7 Responsiveness**

All proposals will be reviewed by the Administrator/Controller's Office to determine compliance with administrative requirements and instructions specified in the 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 of, or the entire, Respondent 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 Cost 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 conducting of a presentation, or any other activities related to responding to this RFP.

## **2.10 No Obligation Contract**

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

## **2.11 Rejection of Proposals**

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

## **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 expenditures 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 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 or 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. PROPOSAL CONTENT**

Proposals must be submitted on eight and one-half by eleven (8 ½ x11) inch paper, typed in Times New Roman twelve (12) point font, and separated into eight (8) major sections. The eight (8) major sections shall include:

1. Letter of submittal, including signed Certifications and Assurances (Exhibit A of this RFP)
2. Checklist for Responsiveness (Exhibit B of this RFP)
3. Detailed Isabella County COA Pavilion and Recreation Project Proposal
4. Cost Proposal
5. Certificate of Compliance with Public Act 517 of 2012 (Exhibit C of this RFP)
6. Request for Taxpayer Identification Number and Certification (IRS Form W-9)
7. References (at least three (3) of similar size and complexity)
8. Bid Bond, if required

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.

#### **3.1 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 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 and Isabella 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.

7. An expression of the firm's capabilities and experience for the Isabella County COA Pavilion and Recreation Project 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. Firm's qualifications including names, educational, and experience backgrounds of pertinent team members who will be responsible for the Isabella County COA Pavilion and Recreation Project.
9. An indication of the type, number, and previous experience of staff you feel would be assigned to the County's project. Identification and a resume of the person who would be in charge of and others to be involved in the project.
10. A work plan to include time estimates for each significant segment of the work and the staff level to be assigned, including the target date for completion, training and final execution and/or installation.

### **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 execute the services herein solicited.
5. Spend the necessary time to understand the extent and complexities of the County of Isabella as it relates to the Isabella County COA Pavilion and Recreation Project being truly representative of the County.

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 Isabella County COA Pavilion and Recreation Project 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 and or all proposals or to waive any irregularities in proposals.

### **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 service 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 Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. 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 proposal 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 proposal best meets the requirements 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.

### **3.6 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 a Bid Bond when construction or other project bids exceed \$50,000.

**Bid Bond** – Each Proposal must be accompanied by a bid guarantee in an amount of 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 Performance and 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.

**Performance Bond** – The successful bidder shall procure and maintain during the period of time under contract for this procurement, a Performance Bond to secure the faithful and complete performance of the contract. The Performance Bond shall be in an amount equal to 100% of the contract amount. The successful bidder shall furnish a satisfactory Performance Bond to Isabella County within ten (10) business days after receipt of notice of award.

**Labor and Material Bond/Payment Bond** – If not 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 sum's 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 Proposal. It differs from a Request for Bid/Quote in that the County is seeking a solution not a bid/quote for the lowest price. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications, experience, timeliness, technical competence, staff expertise and longevity, experience with similar projects, demonstrated timeliness in meeting deadlines, responsiveness to client needs, competitiveness of proposed fees, 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 proposals will be evaluated strictly in accordance with the requirements state in this solicitation and any addenda issued. All proposals 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 proposal 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 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 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 proposal, I/we have not been assisted by any current or former employee of Isabella 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 this 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 Isabella County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals 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 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.
8. I/we acknowledge communication of any kind regarding my/our proposal 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 proposal 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.

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Signature

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Date

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Title

**EXHIBIT B**  
**CHECKLIST FOR RESPONSIVENESS**

\_\_\_\_\_ Proposal was submitted on or before 12:00 p.m. April 21, 2023.

\_\_\_\_\_ Pdf of proposal was submitted to [nfrost@isabellacounty.org](mailto:nfrost@isabellacounty.org).

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

\_\_\_\_\_ Proposal was formatted into eight major sections: Letter of Submittal, including signed Certifications and Assurances; Checklist for Responsiveness; Detailed Proposal; Cost Proposal; Certificate of Compliance with Public Act 517 of 2012; Request for Taxpayer Identification Number and Certification; References; and Bid 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 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.

\_\_\_\_\_ 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](http://www.irs.gov/FormW9) for instructions and the latest information.

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

### 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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
					-				

### 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.

<b>Sign Here</b>	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](http://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.*