

ISABELLA COUNTY REQUEST FOR PROPOSALS



Medical Examiner Services

ISSUED BY ISABELLA COUNTY BOARD OF COMMISSIONERS

ISSUE DATE: Thursday, September 12, 2024

DUE DATE OF PROPOSALS: Friday, October 18, 2024 at 1:00 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 Medical Examiner Services. The County intends to enter into an agreement with the chosen firm for desired Medical Examiner Services. The County desires a contractor, through its employees, subcontractors, or agents, to provide the County with all the services required of the County’s Medical Examiner in accordance with Michigan Law (Act No. 181 of Public Acts of 1953, as amended).

To be considered, five (5) copies of a proposal must be received by the Administrator/Controller’s Office at the temporary Isabella County Building, 510 W. Pickard Street, Mt. Pleasant, MI 48858 by 1:00 p.m. on Friday, October 18, 2024. In addition, a PDF copy is to be emailed to Administrator/Controller, Nicole F. Frost at nfrost@isbellacounty.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 Medical Examiner Services. Ideally, the Medical Examiner Services will provide the County with all the services required of the County’s Medical Examiner in accordance with Michigan Law (Act No. 181 of Public Acts of 1953, as amended).

The County’s selection process will rely on evaluations of the written responses to this RFP 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 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 ensure coverage of the comprehensive duties and responsibilities of the County’s Medical Examiner through a contract for services. To accomplish this, the successful contractor will demonstrate to County leadership through its proposal that it possesses the knowledge and competencies to successfully carry out the services required of the County’s Medical Examiner in accordance with Michigan Law (Act No. 181 of Public Acts of 1953, as amended). These services are further detailed in the following section.

Isabella County currently contracts with Edward W. Sparrow Hospital Association for these services. The current contract for services expires December 31, 2024.

1.3 Objective

Scope of Services

Proposals for Medical Examiner Services should address the following objectives, which are not necessarily all-inclusive:

1. Conducting inquiries into all deaths reported to the Isabella County Medical Examiner's Office. Upon County establishing that the Isabella County Medical Examiner's Office has jurisdiction over the death, Contractor will conduct a full investigation in accordance with standards adopted by the National Association of Medical Examiners ("NAME"). Contractor shall generate a record of all reported deaths, regardless of jurisdiction, and shall maintain case files.
2. Administering the Medical Examiner Investigator process. If the proposing firm utilizes a Medical Examiner Investigator process to respond to each death scene, the firm's response shall include a detailed description of the process to secure Medical Examiner Investigators as well as the process to administer these services. The names of candidates under consideration for the position of Medical Examiner Investigator will be forwarded to the County Administrator/Controller for review and approval.
3. Performing forensic autopsies pursuant to the requirements of the State of Michigan and according to professional standards established by the NAME. Such exams shall include necessary forensic neuropathology, toxicology, anthropology, entomology, odontology, biology, radiology, and any other specialized testing, based upon standards established by the NAME.
4. Signing all appropriate death certificates and review and authorize cremation permits in a timely manner. Contractor will work cooperatively with funeral directors and the Isabella County Clerk's Office to ensure that death certificates and cremation permits are completed accurately and in a timely manner, as required by law. Contractor shall keep a record of all cremation permits issued and forward the information to the County on a monthly basis for billing purposes.
5. Providing necessary communications and being available to respond to the inquiries of County staff, Prosecuting Attorneys, criminal defense attorneys, law enforcement agencies, funeral directors, health care institutions and their professional staff, and involved citizens and families regarding particular death investigations and general procedures.
6. Providing necessary information to and participate in death reviews, including participation in child death review team meetings.
7. Participating in court proceedings, when officially requested.
8. Attending meetings with County officials as requested.
9. Contractor shall utilize its best efforts to conduct autopsies within twenty-four (24) hours of a body's release from the scene of death, except for on Sundays and Contractor's holidays. It is recognized that circumstances, such as frozen bodies, high caseload, and donations to Gift of Life, may delay autopsies.

10. Make preliminary autopsy findings available no later than 9:00 a.m. on the day following the autopsy, unless the day following the autopsy is a Sunday or Contractor holiday.
11. Complete death certificates with any items pending further testing or information within sixty (60) days of the date of autopsy, unless special diagnostic studies are necessary and such studies delay completion of the death certificate.
12. Make available no less than ninety percent (90%) of all final autopsy reports in the Medical Examiner's Office within sixty (60) days from the date of autopsy, unless special diagnostic studies are necessary and such studies delay completion of the report.
13. Law enforcement shall be allowed to be present for autopsies. County shall provide Contractor with as much notice as practicable that law enforcement will be present at an autopsy.
14. Contractor shall maintain Medical Examiner case reports in professionally acceptable content and format.
15. The Medical Examiner Services will be required to share results of death investigations with law enforcement agencies that were present during the scene investigation.

Scheduling

The County has a desire to target at least a one-year contract for Medical Examiner Services for the period January 1, 2025 through December 31, 2025.

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 Medical Examiner Services to the County for the period January 1, 2025 through December 31, 2025.

Report Requirements

The successful firm will be responsible for providing County Administration with reports, whether written or otherwise, of Medical Examiner Services data, as are general to the course of business and as may be mutually agreed upon between the parties.

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 Medical Examiner Services 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 Medical Examiner Services. 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) Medical Examiner Services projects of similar scope within the public sector and be able to provide references from at least three (3) municipal clients for which 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 County Administrator/Controller 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 County Administrator/Controller, as follows:

Nicole F. Frost
Isabella County Administrator/Controller
510 W. Pickard Street
Mount Pleasant, MI 48858

Telephone: (989) 317-4058
Facsimile: (989) 317-4260
E-mail: nfrost@isabellacounty.org

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

2.2 Estimated Schedule of Procurement Activities

Issue Request for Proposals	Thursday, September 12, 2024
Mandatory site visit and pre-proposal meeting at 2:00 p.m. at the Isabella County Commission on Aging, 2200 S. Lincoln Road, Mt. Pleasant, MI 48858 in Conference Room A	Tuesday, September 24, 2024
Proposals Due	By 1:00 p.m., Friday, October 18, 2024

A mandatory site visit and pre-proposal meeting will be held on Tuesday, September 24, 2024 at 2:00 p.m. in Conference Room A at the Isabella County Commission on Aging, 2200 S. Lincoln Road, 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 temporary County Administrator/Controller's Office, Isabella County Building, 510 W. Pickard Street, Mt. Pleasant, MI 48858 no later than 1:00 p.m., Friday, October 18, 2024.

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 1:00 p.m., local time, on Friday, October, 18, 2024. 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 five (5) hard copy proposals 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 MEDICAL EXAMINER SERVICES 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 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 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 of 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 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 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 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 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 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. PROPOSAL CONTENT

Proposals 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 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 Medical Examiner Services 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 any 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 Medical Examiner Services 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 Medical Examiner Services.
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 Medical Examiner Services 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 Medical Examiner Services 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 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. 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

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 stated 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.

Signature

Date

Title

EXHIBIT B
CHECKLIST FOR RESPONSIVENESS

_____ Proposal was submitted on or before _____.

_____ Pdf of proposal was submitted to 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 _____
Acting in _____ County, _____
My Commission Expires: _____