

**KALKASKA COUNTY
REQUEST FOR PROPOSALS**

FOR

**Professional Consulting Services for a
Kalkaska County Facility
Feasibility and Renovation Study**

**ISSUED BY KALKASKA COUNTY BOARD OF COMMISSIONERS
ISSUE DATE: MARCH 22, 2018**

KALKASKA COUNTY REQUEST FOR PROPOSALS

Kalkaska County is seeking proposals from experienced and knowledgeable individuals and architectural and/or engineering firms to consult with the County on facility feasibility and renovation throughout Kalkaska County's Birch Street and Island Lake campuses in Kalkaska, Michigan.

I. INTRODUCTION

1.1 Purpose

Kalkaska County, hereafter called "County," initiated this Request for Proposals (RFP) to solicit proposals from experienced and knowledgeable individuals and architectural and/or engineering firms interested in consulting with the County on facility feasibility and renovation throughout Kalkaska County's campuses in a qualification-driven process. The County is seeking an exploratory study to assess and develop a long-term sustainable vision for the Birch Street and Island Lake Campuses, which is currently comprised of administrative, judicial, Central Dispatch, Law Enforcement and correctional system facilities. A list of the Kalkaska County room needs is attached to this RFP. The study should include an assessment of current land and space usage of the Campuses and recommended solutions if renovation is not feasible, such as rebuild and/or relocate.

The purpose of this study is to determine whether the County's resources are best spent in remodeling or renovating the existing facility(ies) or constructing a new facility(ies). Furthermore, the study will investigate the issue of temporary housing for staff in all scenarios, as well as continuing essential government functions. The decision to construct a new facility(ies), remodel or renovate the existing facility(ies) will impact the function of day to day County government operations. A well thought out and detailed presentation is necessary on how the existing facilities will function in its present location during a renovation or reconstruction of a new facility(ies). The Board of Commissioners will need a comprehensive and straightforward presentation of the costs, benefits, and return on investment of each of the available options (i.e. remodeling or renovating the existing facility(ies) or constructing a new facility(ies)).

1.2 Background

The County is interested in determining the feasibility of renovation of three County facilities and its mechanical systems in order to increase efficiencies in space utilization and systems operation for the Campuses. There are four main buildings of interest in this feasibility study; the County Building, the County Trial Court, the County Jail and the County Annex Building.

The current administrative building, County Trial Court, Sheriff's Office and Jail was completed in 1975 and was designed by architectural firm, Grand Rapids Mill Work and built by Chain of Lakes Construction. There was an addition to the jail built in 1980; it was designed by architectural firm Wigen, Tincknell and Associates. This is the current jail and it holds sixty – two (62) inmates. The Sheriff's Office was expanded in 1987 and designed by Richard B. White; Architect.

The County is pursuing an assessment of current land and space usage of the Campuses and a recommended long-term sustainable vision for the Campuses and recommended solutions if renovation is not feasible, such as rebuild and/or relocate. Assessment of the Campuses should include examination and prioritization of the following, but are not limited to:

1. Layout and functionality of space;
2. Upgrade and replace mechanical systems and electrical equipment;
3. Parking;
4. Green space;
5. Security—points of access, security staffing, alarms and alarm systems, cameras, electronic door strikes, card readers, etc.;
6. Technology—wired and wireless networking;
7. Storage;
8. Sound proofing;
9. Furnishings and appliances;
10. Americans with Disabilities Act requirements;
11. Energy conservation—sustainable design practices, system optimization, Leadership in Energy and Environmental Design (LEED) Certification.

To summarize the aspects which the County is most concerned with are safety, accessibility, efficiency, sustainability, and sufficient space for staff and public.

1.3 Objective

The primary objective of the study resulting from this RFP is a recommendation regarding the facility feasibility and renovation throughout the County Campuses.

The County will be utilizing a qualification-driven process in selection. As such, proposers should include their perception of the project and methodology. More specifically, the immediate objective of this study is to evaluate the specific options and feasibility of renovating the County's administrative, judicial and correctional system facilities to accommodate the County's long term needs. More broadly, however, the County needs to understand if it makes strategic sense to make a substantial investment in its Governmental Campus, or if the County should consider relocating some or all of our facilities to an alternative location. If we invest at our current location, what will be the capacity of these facilities and how long can the County expect they will accommodate county growth and subsequent activities. Alternatively, should the County begin to take steps, or proceed in earnest to develop a county complex elsewhere in the County? What are the financial implications of these alternatives?

Background information requested from proposers includes summaries of three (3) similar municipal projects performed in the past that include renovation/construction of correctional, law enforcement and court facilities and resumes of the key personnel intended for involvement with this project, in addition to references.

1.4 Minimum Qualifications

Proposals will be considered from individuals and architectural and/or engineering firms who:

1. Are licensed to do business in the State of Michigan.
2. Possess necessary certifications and qualifications to perform the work proposed.
3. Can show proof of their experience and qualifications to perform the services and produce the products required by this RFP.

Individuals or architectural or engineering 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 RFP is contingent upon the availability of funding, as determined by the Kalkaska 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 and execution 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 Project Administrator 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 Project Administrator, as follows:

Deborah Hill
 Kalkaska County Administrator/Controller, Clerk
 605 N. Birch St
 Kalkaska, MI 49646
 Telephone: (231) 258-3349
 Facsimile: (231) 258-3337
 E-mail: dhill@kalkaskacourt.org

Prospective proposers are to rely on written statements issued by the Project Administrator. 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	
Mandatory site visit and pre-proposal meeting at 11:00 AM at the Kalkaska County Board of Commissioners Chambers at the Kalkaska County Building	
Proposals due	

A mandatory site visit and pre-proposal meeting will be held on April 24, 2018 at 11:00 AM in the Board of Commissioners Chambers at the Kalkaska County Building, 605 N. Birch Street, Kalkaska, MI 49646. 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's Office, Kalkaska County Building 605 N. Birch Street, Kalkaska, MI 49646 no later than 12:00 noon, June 5, 2018.

2.3 Submission of Proposals

Responding agencies are required to submit ten (10) copies of their proposal. One (1) copy must have original signatures and the other copies can have photocopied signatures. Each copy of the proposal should be bound or contained in a single volume. All documentation submitted with the proposal should be contained in that single volume. The proposal, whether mailed or hand delivered, must arrive at the County Administration Office no later than 12:00 noon, local time, on June 5, 2018.

The proposal is to be sent to the Project Administrator at the address noted in Section 2.1, above. The envelope submitted should be clearly marked KALKASKA COUNTY FACILITY FEASIBILITY AND RENOVATION STUDY and addressed to the attention of the Project Administrator.

Proposers who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Project Administrator. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. *Proposals may not be transmitted using electronic media such as facsimile transmission or electronic mail.*

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Kalkaska 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 and information specifically required by this RFP is discouraged.

2.4 Proprietary Information and Public Disclosure

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

2.5 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers 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 County from the due date for receipt of proposals.

2.7 Responsiveness

All proposals will be reviewed by the Project Administrator to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The County also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.8 Most Favorable Terms

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the respondent can propose. The County does reserve the right to contact a respondent for clarification of its proposal. The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Respondent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

2.9 Costs of Proposal

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

2.10 No Obligation Contract

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

2.11 Rejection of Proposals and Reservation of Right to Negotiate

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The County also reserves the right to waive any informalities or irregularities in Proposals, and/or negotiate separately the terms and conditions of all or any part of the Proposals as deemed to be in the County's best interests at its sole discretion even though not the lowest cost.

2.12 Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

2.13 Commitment of Funds

The Board of Commissioners or its delegate(s) are the only individuals who may legally commit the County to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 Signatures

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

2.15 Prime Contractor Responsibilities

The Respondent, whose proposal is accepted by the County, will be required to assume responsibility for all services offered in the proposal regardless of whether or not they possess them within their organization or will be provided by a subcontractor. Furthermore, Kalkaska County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

III. PROPOSAL CONTENT

Proposals must be submitted on eight and one-half by eleven (8^{1/2} 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. Kalkaska County Facility Feasibility and Renovation Study
3. Project Team Qualifications and Experiences
4. References
5. Related Information
6. Cost Proposal
7. Identification of Anticipated and/or Potential Project Problems
8. Acceptance of Conditions

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. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

1. Full official legal name of Respondent's firm.
2. Names, addresses, telephone numbers, e-mail addresses, and fax numbers of legal entity or individual with whom contract would be written.
3. Name, address, and telephone number of each principal officer(s) (President, Vice President, Treasurer, Executive Director, partners, owner of sole proprietorship).

4. Legal status of the Respondent (sole proprietorship, partnership, corporation, LLC, etc.) and the year the entity was organized to do business as the entity now substantially exists.
5. Federal Employer Tax Identification number or Social Security number.
6. Location of the facility from which the Respondent would operate.
7. Identify any Kalkaska 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.
8. A representation that the Respondent in good standing in the State of Michigan and in the state in which it is located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary to perform all of its obligations in connection with this RFP.

3.2 Specifications

Through this Request for Proposals, Kalkaska County (County) hereby invites businesses that meet the qualifications set forth herein to submit proposals regarding the utilization of the Birch Street and Island Lake Campuses and to determine the feasibility of the renovation to the Campuses.

The County anticipates that this project will accomplish the following goals:

1. Assessment of current land and space usage of the Birch Street and Island Lake Campuses;
2. Determine feasibility of renovation of current County administrative, judicial and correctional system facilities or relocation of any facility;
3. Recommend solutions if renovation is feasible;
4. Recommend solutions if renovation is not feasible, such as rebuild and/or relocate.

3.3 Scope of Work

The successful Respondent (Contractor) will be required to review present facilities at the County's Birch Street and Island Lake Campuses and prioritize based on considerations of County, that include but are not limited to, the following:

1. Provide all labor, materials, equipment, and other expenses for the purpose of performing the required services;
2. Meet with the County to determine project objectives, including review of existing conditions and capacities of the Birch Street and Island Lake Campuses;
3. Provide facility assessments on current facilities that details plans to bring facilities up to industry standards;
4. Evaluation of the expected space needs for the County administrative, judicial, and correctional facilities;
5. Development of conceptual plans for renovations or new construction;
6. Develop strategies for maintaining facilities;
7. Make recommendations for renovations to the Birch Street and Island Lake Campuses, including rebuild and/or relocate in the instance where renovation of a building(s) is not feasible;
8. Provide additional feedback or follow-up to the County if further modifications are necessary;

9. Respondent must submit a proposed project plans, timeline, and cost with proposal submission.

3.4 Project Team Qualifications and Experiences

Proposals shall include a complete list of and resumes for all key personnel that would be performing the work required in this RFP.

For each person on the list, the following information shall be included:

1. The person's relationship with firm, including job title and years of employment with firm;
2. The role that the person will play in connection with the RFP;
3. Address, telephone, fax numbers, and e-mail address;
4. The person's educational background;
5. The person's relevant experience; and,
6. Relevant awards, certificates or other achievements.

This section of the Proposal should include no more than two pages of information for each listed person.

3.5 References

Proposals must list names, addresses, telephone numbers, e-mail addresses, and fax numbers of three references for whom similar work for a municipality has been accomplished and briefly describe the type of service provided. *References should be from projects that had similar scope, volume and requirements to those outlined in this RFP. Additional references shall be provided if requested by the County.* The Respondent must grant permission to the County to contact the references. Do not include current Kalkaska County staff as references.

3.6 Related Information

Proposals must include the following information:

1. If the Respondent or any subcontractor contracted with Kalkaska County since January 1, 2016, 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 Kalkaska County during the past twenty-four (24) months, or is currently an Kalkaska 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 (5) years, so indicate.

3.7 Cost Proposal

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP. The County reserves the rights set forth in Section 2.11 of this RFP.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Respondent is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

Costs for subcontractors are to be broken out separately.

3.8 Identification of Anticipated and/or, Potential Project Problems

Use this section of the proposal to identify and describe any anticipated and/or potential project problems, the Respondent's approach to resolving these problems, and any special assistance that will be requested from the County.

3.9 Acceptance of Conditions

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

IV. CONTRACTUAL TERMS AND CONDITIONS

Any contract arising out of this RFP shall contain provisions that include, but will not be limited to, the following:

4.1 Nondiscrimination Clause

The Respondent who is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

4.2 Indemnification and Hold Harmless

The Respondent who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Kalkaska and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Kalkaska and its elected and appointed officers, employees, servants and agents may incur as a result of any violations of federal or State of Michigan laws, codes, rules or regulations, willful or wanton misconduct, or negligent acts or omissions of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

4.3 Contractor Insurance Requirements

The Respondent who is selected as the Contractor, and any and all of his/her/its subcontractors, shall not commence work under the contract until he/she has obtained the insurance required under this section and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance companies acceptable to the County of Kalkaska and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company (www.ambest.com).

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the term of the contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the term of the contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the term of this contract, Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverage's, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Professional Liability/Errors and Omissions Insurance: The Contractor shall procure and maintain during the term of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is Claims Made Form, then

the Contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of three (3) years after the termination of the contract.

- e) Deductibles: The Contractor shall be responsible for payment of all deductibles required by its insurance coverages.
- f) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be “Additional Insured’s: The County of Kalkaska, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof.

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

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

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

4.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be subject to and construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal or equity action under this agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

4.5 Compliance with the Law

The Respondent who is selected as the Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

4.6 Assignments

The Respondent who is selected as the Contractor shall not assign the award of the Contract or any payment without the prior written approval of Kalkaska County.

4.7 Independent Contractor

The Respondent who is selected as the Contractor shall be an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

4.8 Iran Linked Business

The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

V. EVALUATION AND CONTRACT AWARD

5.1 Evaluation Procedure

This document is a Request for Proposal. It differs from Request for Proposal/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 and what is determined by the Kankaska 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 Kankaska County Board of Commissioners and final approval lies with the Board of Commissioners.

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

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

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

Firm Name:

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by the Kalkaska County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of Kalkaska County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Kalkaska County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Kalkaska County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.
6. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. I/we acknowledge communication of any kind regarding my/our proposal directed to parties other than the Project Administrator may result in my/our disqualification.
9. I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.

Signature

Date

Title

EXHIBIT B

**COUNTY OF KALKASKA REQUEST FOR PROPOSALS
PROFESSIONAL CONSULTING SERVICES FOR A KALKASKA COUNTY FACILITY
FEASIBILITY AND RENOVATION STUDY**

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012 FORM

(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

EXHIBIT C
CHECKLIST FOR RESPONSIVENESS

___ Proposal was submitted on or before 12:00 noon on June 5, 2018.
Required number of proposal copies were submitted.

___ Proposal was formatted into eight major sections: letter of submittal; Kalkaska County Facility Feasibility and Renovation Study; project qualifications and experiences, references; related information; cost proposal; identification of anticipated and/or potential project problems; and acceptance of conditions.

___ Respondent meets minimum qualifications:

1. Licensed to do business in the State of Michigan.
2. Will comply with the Certificate of Assurances set forth in Exhibit A.
3. Has certified that it is not an Iran Linked Business.
4. Submit proposals as specified in this RFP.

___ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

___ Three (3) references from three (3) previous clients provided.

NOTE: "Yes" answers must be given to each element above for the proposal to be considered responsive.